



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Awarding Contract for Kofu Park Parking Lot Improvements, 1145 South Ham Lane to A. M. Stephens Construction Company, Inc., of Lodi (\$146,231.65)

MEETING DATE: October 16, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Kofu Park Parking Lot Improvements, 1145 South Ham Lane to A. M. Stephens Construction Company, Inc., of Lodi, in the amount of \$146,231.65.

BACKGROUND INFORMATION: This project consists of reconstructing the southern parking lot at Kofu Park. The work includes replacing approximately 34,000 square feet of parking lot pavement, constructing a drive approach, installing two handicap-accessible parking stalls, replacing 700 square feet of paving adjacent to the MSC gate card reader, and other incidental and related work.

Due to the age of the pavement and the number of vehicles using the parking lot, cracks have allowed water to seep into the pavement subgrade, causing the pavement to settle unevenly and form numerous large potholes. The pavement adjacent to the MSC gate card reader is severely rutted due to the stopping and starting of numerous heavy City vehicles.

Plans and specifications for this project were approved on September 4, 2013. The City received the following eight bids for this project on September 25, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 182,356.50
A. M. Stephens Construction	Lodi	\$ 146,231.65
MCI Engineering	Stockton	\$ 162,572.00
Robert Burns Construction	Stockton	\$ 168,025.10
Breneman, Inc.	Walnut Creek	\$ 171,788.75
George Reed, Inc.	Modesto	\$ 186,154.00
Martin General Engineering	Rancho Cordova	\$ 194,420.75
Abide Builders, Inc.	Vacaville	\$ 197,516.25
B & B Asphalt, Inc.	Sacramento	\$ 201,907.75

FISCAL IMPACT: The project will decrease maintenance costs.

APPROVED: _____

Konradt Bartlam, City Manager

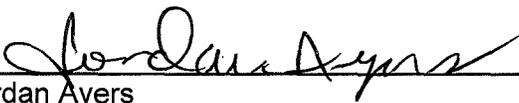
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FUNDING AVAILABLE: Funding for this project is appropriated and comes from a combination of operating funds identified in the 2013/14 Budget. The estimated total project cost (including contract administration, engineering, permitting, surveying, inspection and contingency) is \$190,000. The total cost is separated as follows:

General Fund	1211051	\$ 38,000
Electric Utility	161051	\$ 38,000
Wastewater	171051	\$ 57,000
Water	181051	\$ 57,000



Jordan Ayers
Deputy City Manager/Internal Services Director



for F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/pmf

cc: Deputy Public Works Director – Utilities
City Engineer/Deputy Public Works Director
Associate Civil Engineer Nathan

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and A. M. STEPHENS CONSTRUCTION COMPANY, INC., herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to reconstruct the southern Kofu Park parking lot (approximately 34,825 square feet) with asphalt concrete; construct a drive approach and two handicap-accessible parking stalls; replace 700 square feet of paving at the MSC gate card reader; and other incidental and related work, all as shown on the plans and specifications for the project.

CONTRACT ITEMS

Item	Description	Unit	Qty	Price	Total
1	Traffic Control	LS	1	\$1,000.00	\$1,000.00
2	Clearing and Grubbing	LS	1	\$8,000.00	\$8,000.00
3	Storm Water Pollution Control	LS	1	\$3,500.00	\$3,500.00
4	Compact Original Ground	SF	34,825	\$0.25	\$8,706.25
5	Concrete Sidewalk	SF	42	\$7.50	\$315.00
6	Concrete Curb	LF	77	\$25.00	\$1,925.00
7	Square-Type Concrete Curb and Gutter	LF	8	\$41.00	\$328.00
8	Concrete Parking Stall (ADA)	SF	494	\$6.70	\$3,309.80
9	Commercial-Type Gutter and Driveway	SF	369	\$10.80	\$3,985.20
10	Install Truncated Dome Panel	SF	12	\$45.00	\$540.00
11	Replace Drop Inlet Catch Basin	EA	2	\$1,500.00	\$3,000.00
12	Adjust Manhole Frame and Cover to Grade	EA	3	\$500.00	\$1,500.00
13	Striping	LS	1	\$475.00	\$475.00
14	Signage	LS	1	\$1,800.00	\$1,800.00
15	Pavement Excavation	CY	646	\$14.50	\$9,367.00
16	Asphalt Concrete	TON	1,023	\$94.80	\$96,980.40
17	Landscape Area Modifications	SF	200	\$7.50	\$1,500.00

TOTAL: \$146,231.65

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or

materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **21 Calendar Days**.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____

Konradt Bartlam
City Manager

By: _____

Date: _____

Attest

Title

City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2013-177

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE CITY MANAGER TO
EXECUTE CONTRACT FOR KOFU PARK PARKING LOT
IMPROVEMENTS, 1145 SOUTH HAM LANE

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 25, 2013, at 11:00 a.m., for the Kofu Park Parking Lot Improvements, 1145 South Ham Lane, described in the plans and specifications therefore approved by the City Council on September 4, 2013; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
A. M. Stephens Construction	\$ 146,231.65
MCI Engineering	\$ 162,572.00
Robert Burns Construction	\$ 168,025.10
Breneman, Inc.	\$ 171,788.75
George Reed, Inc.	\$ 186,154.00
Martin General Engineering	\$ 194,420.75
Abide Builders, Inc.	\$ 197,516.25
B & B Asphalt, Inc.	\$ 201,907.75

WHEREAS, staff recommends awarding the contract for the Kofu Park Parking Lot Improvements, 1145 South Ham Lane, to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$146,231.65.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Kofu Park Parking Lot Improvements, 1145 South Ham Lane, to the low bidder, A. M. Stephens Construction Company, Inc., of Lodi, California, in the amount of \$146,231.65; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: October 16, 2013

I hereby certify that Resolution No. 2013-177 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 16, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, and Mounce
NOES: COUNCIL MEMBERS – None
ABSENT: COUNCIL MEMBERS – Katakian and Mayor Nakanishi
ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL-OLSON
City Clerk