



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Annual Contract for Curb, Gutter and Sidewalk Replacement to Popuch Concrete Contracting (\$79,055)

MEETING DATE: June 4, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the annual contract for curb, gutter and sidewalk replacement to Popuch Concrete Contracting, of Lodi, in the amount of \$79,055.

BACKGROUND INFORMATION: The curb, gutter and sidewalk replacement is an annual contract administered by the Streets and Drainage Division for miscellaneous concrete work, as needed during the course of the year and guided by the Sidewalk Replacement Program. The work could include new sidewalks as part of the City's installation program, replacement work resulting from maintenance projects, repair of defective concrete, and repairs of utility work. The contract includes a wide range of work items and unit prices for each. In addition, the prices would be made available to property owners who wish to have work in the public right-of-way done by the City's contractor. Specifications were approved by Council on March 19, 2008, and bid packets were sent to three local contractors. Two bids were received on April 17, 2008.

Bidder	Location	Bid
Engineer's Estimate		\$ 75,000.00
Popuch Concrete Contracting	Lodi	\$ 79,055.00
Jeff Case Construction	Lodi	\$ 79,575.95

The specifications are on file in the Public Works Department at the Municipal Service Center.

FISCAL IMPACT: This contract reduces the risk of liability and improves pedestrian mobility in the City.

FUNDING AVAILABLE: The money for this contract will be coming from the Street Operating Budget comprising Gas Tax, TDA funds for Streets, Bike and Ped routes in the proposed 2008/09 budget.

Budgeted Fund: Street Funds (1241014) \$80,000

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager
FWS/CJJ/dsg
cc: D. Stephen Schwabauer, City Attorney
George M. Bradley, Streets and Drainage Manager

APPROVED: _____
Blair King, City Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and "Popuch Concrete Contracting", herein referred to as the "Contractor."

W I T N E S S E T H :

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
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract

The July 1992 Edition,
Standard Specifications,
State of California,
Business and Transportation Agency,
Department of Transportation

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, 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 Contract Documents and the requirements of the Resident Engineer under them, to-wit:

Perform the work necessary to remove and replace curb, gutter and sidewalk in various locations throughout the City and other incidental and related work, all as shown on the plans and specifications for the above project. This is an annual unit price bid and the work will be divided into purchase orders which will usually range in price between \$500 and \$20,000, all as shown on the plans and specifications for "2008/2009 Curb, Gutter, and Sidewalk Replacement Annual Contract".

BID ITEMS

Item	Description	Qty	Unit	Price	Total
1	Saw Cut Concrete	200	LF	\$ 5.00	\$ 1,000.00
2	Remove Sidewalk or Asphalt Concrete	1000	SF	\$ 3.50	\$ 3,500.00
3	Remove Commercial Sidewalk	150	SF	\$ 5.00	\$ 750.00
4	Remove Square-Type Curb and Gutter	50	LF	\$ 9.00	\$ 450.00
5	Remove Vertical-Type Curb and Gutter	20	LF	\$ 9.00	\$ 180.00
6	Remove Driveway-Type Curb and Gutter	50	LF	\$ 12.00	\$ 600.00
7	Remove Commercial-Type Curb and Gutter	50	LF	\$ 12.00	\$ 600.00
8	Root Surgery Under Sidewalk or in Planter Area	1	EA	\$ 350.00	\$ 350.00
9	Root Surgery Under Curb and Gutter	1	EA	\$ 350.00	\$ 350.00
10	Install Sidewalk or Residential Driveway (0 - 75 SF)	1000	SF	\$ 10.00	\$ 10,000.00
11	Install Sidewalk or Residential Driveway (76 - 300 SF)	1000	SF	\$ 6.00	\$ 6,000.00
12	Install Sidewalk or Residential Driveway (>300 SF)	2,500	SF	\$ 5.00	\$ 12,500.00
13	Install Commercial Driveway	500	SF	\$ 9.00	\$ 4,500.00

Item	Description	Qty	Unit	Price	Total
14	Install Square-Type Curb and Gutter 7-inch or less (0 - 20 LF)	20	LF	\$ 45.00	\$ 900.00
15	Install Square-Type Curb and Gutter 7-inch or less (>20 LF)	75	LF	\$ 35.00	\$ 2,625.00
16	Install Square-Type Curb and Gutter Greater than 7-inch (0 - 20 LF)	50	LF	\$ 45.00	\$ 2,250.00
17	Square-Type Curb and Gutter Greater than 7-inch (>20 LF)	75	LF	\$ 35.00	\$ 2,625.00
18	Install Vertical-Type Curb and Gutter (0 - 20 LF)	75	LF	\$ 45.00	\$ 3,375.00
19	Install Vertical-Type Curb and Gutter (>20 LF)	100	LF	\$ 35.00	\$ 3,500.00
20	Install Driveway-Type Curb and Gutter (0 - 20 LF)	100	LF	\$ 45.00	\$ 4,500.00
21	Install Driveway-Type Curb and Gutter (>20 LF)	250	LF	\$ 35.00	\$ 8,750.00
22	Install Tree Well	1	EA	\$ 500.00	\$ 500.00
23	Install Furnished Side-Inlet Catch Basin Assembly	3	EA	\$ 400.00	\$ 1,200.00
24	Install Catch Basin Barrel	3	EA	\$1,800.00	\$ 5,400.00
25	Install Furnished Street Name Sign Base	1	LF	\$ 150.00	\$ 150.00
26	Miscellaneous Concrete Subgrade Compaction	500	LF	\$ 3.00	\$ 1,500.00
27	Move-In Cost for Jobs (<\$200)	2	EA	\$ 500.00	\$ 1,000.00
TOTAL BID					\$ 79,055.00

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 as directed by the City during the 2008/2009 fiscal year .

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:

Blair King
City Manager

By: _____

Date:

Attest:

Title

Randi Johl
City Clerk

(CORPORATE SEAL)

Approved as to form:



D. Stephen Schwabauer

RESOLUTION NO. 2008-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
THE CONTRACT FOR THE ANNUAL CURB, GUTTER AND
SIDEWALK REPLACEMENT

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 April 17, 2008, at 11:00 a.m., for the Annual Curb, Gutter and Sidewalk Replacement described in the specifications therefore approved by the City Council on March 19, 2008; and

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

Bidder	Location	Base Bid
Engineer's Estimate	\$	75,000.00
Popuch Concrete Contracting	Lodi \$	79,055.00
Jeff Case Construction	Lodi \$	79,575.95

WHEREAS, staff recommends award of the contract to Popuch Concrete Contracting, of Lodi, California, in the amount of \$79,055.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby awards the contract for the Annual Curb, Gutter and Sidewalk Replacement to Popuch Concrete Contracting, of Lodi, California, in the amount of \$79,055.

Dated: June 4, 2008

I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 4, 2008, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk