



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Municipal Service Center (MSC) Shop Decommissioning Project with Diede Construction, of Woodbridge (\$44,675) and Appropriating Funds (\$5,000)

MEETING DATE: March 2, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for Municipal Service Center (MSC) shop decommissioning project with Diede Construction, of Woodbridge, in the amount of \$44,675 and appropriating funds in the amount of \$5,000.

BACKGROUND INFORMATION: The MSC shop once was used to service City vehicles. With the construction of the new vehicle maintenance building, the shop has been used primarily for storage. This project is needed to make it suitable for other uses. This project consists of removal and disposal of the 2,000-gallon waste-oil underground storage tank and related piping, removal and disposal of four hydraulic lifts, removal and salvage of exhaust recovery system, environmental testing of soils and decontamination rinsing fluid, removal and disposal of demolition debris, backfill, compaction, sub-grade prep, concrete placement, and other incidental and related work.

Plans and specifications for this project were approved on January 19, 2011. The City received the following four bids for this project on February 4, 2011.

Bidder	Location	Bid
Engineer's Estimate		\$45,000.00
Diede Construction	Woodbridge, CA	\$44,675.00
ICS Norcal	Oakland, CA	\$44,888.00
Geocon Consultants	Rancho Cordova, CA	\$53,907.00
Clean Harbors Environmental	West Sacramento, CA	\$125,238.76

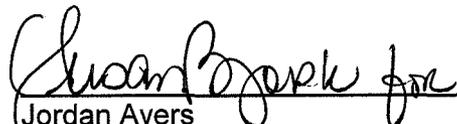
The bid received from Diede Construction is fully compliant with the bid documents. Staff recommends Council adopt a resolution authorizing the City Manager to execute a contract for the Municipal Service Center (MSC) shop decommissioning project with Diede Construction, of Woodbridge, and appropriate an additional \$5,000 from Water/Wastewater Capital funds to cover contingencies.

FISCAL IMPACT: This project will increase the usefulness of the building and mitigate potential environmental liability.

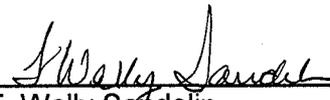
APPROVED: 
Konradt Bartlam, City Manager

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FUNDING AVAILABLE:	<u>Budgeted FY 2010/11</u>	
	Water Capital Fund (181)	\$15,000
	Wastewater Capital Fund (171)	\$15,000
	Street Measure K Maintenance (325)	\$15,000
	<u>Additional Appropriation</u>	
	Water/Wastewater Capital Funds (181/171)	\$5,000
		\$50,000



Jordan Ayers
Deputy City Manager/Internal Services Director



F. Wally Sandelin
Public Works Director

Prepared by Kathryn Garcia, Compliance Engineer

FWS/KMG/pmf

cc: Deputy Public Works Director - Utilities

**MSC SHOP DECOMMISSIONING SITE WORK
AT MUNICIPAL SERVICE CENTER
1331 SOUTH HAM LANE**

CONTRACT

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and DIEDE CONSTRUCTION, 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 filed in the Public Works Department and which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The July 2002 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	

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, furnish all labor 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 Clauses 65 and 66 General Conditions, 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

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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 furnish all labor, material, tax, equipment, and services necessary for the construction and completion of the “MSC Shop Decommissioning Site Work, 1331 South Ham Lane” Project and associated improvements. The Project removal of a 2000 gallon Underground Storage Tank, four (4) hydraulic lifts, an exhaust recovery system, and all associated work as described in the project specifications, all in accordance with the specifications and working details and other contract documents now on file with the Director of Public Works, City Hall, 221 W. Pine Street, Lodi.

ITEM NO.	DESCRIPTION	UNIT	TOTAL
1.	Removal & Disposal of 2000 gallon Underground Storage Tank (includes all testing per applicable Regulations)	(LUMP SUM)	<u>\$25,623.00</u>
2.	Removal & Disposal of (4) Hydraulic Lifts (per applicable Regulations)	(LUMP SUM)	<u>\$15,772.00</u>
3.	Removal of Exhaust Recovery System	(LUMP SUM)	<u>\$3,780.00</u>
4.	Salvage of Exhaust Recovery System	(LUMP SUM)	<u>(\$500.00)</u>
			<u>\$44,675.00</u>

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.

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ARTICLE VIII - The Contractor agrees to commence work pursuant to this 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 of **\$250.00 per day for each day the work is not completed** beyond the time specified in the preceding paragraph. 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

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer
City Attorney



1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: (Internal Services Dept. - Budget Division)
 3. FROM: Rebecca Areida-Yadav 5. DATE: 02/10/2011
 4. DEPARTMENT/DIVISION: Public Works/Admin

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND#	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	171		3205	Fund Balance	\$ 2,500.00
	181		3205	Fund Balance	\$ 2,500.00
B. USE OF FINANCING	171	171095	1825.2250	MSC Shop Decomission	\$ 2,500.00
	181	181095	1825.2250	MSC Shop Decomission	\$ 2,500.00

REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

The lowest responsive bid received, fully compliant with the bid documents, totals **\$44,675.00** from Diede Construction. The amount budgeted for this project totals **\$45,000 (\$15,000 each from Fund #s 181, 171 & 325)**. To account for contingencies, an additional **\$5,000** needs to be appropriated for this project.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: *Shirley Smith*

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2011-25

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE CONTRACT FOR THE
MUNICIPAL SERVICE CENTER SHOP DECOMMISSIONING
PROJECT AND FURTHER APPROPRIATING FUNDS

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 February 4, 2011, at 2:00 p.m., for the Municipal Service Center (MSC) Shop Decommissioning Project described in the plans and specifications therefore approved by the City Council on January 19, 2011; and

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

Bidder	Bid
Diede Construction	\$ 44,675.00
ICS Norcal	\$ 44,888.00
Geocon Consultants	\$ 53,907.00
Clean Harbors Environmental	\$125,238.76

WHEREAS, staff recommends awarding the contract for the MSC Shop Decommissioning Project to the low bidder, Diede Construction, of Woodbridge, California, in the amount of \$44,675.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for the Municipal Service Center (MSC) Shop Decommissioning Project with the low bidder, Diede Construction, of Woodbridge, California, in the amount of \$44,675; and

BE IT FURTHER RESOLVED that funds in the amount of \$5,000 be appropriated from Water/Wastewater Capital Funds for this project.

Dated: March 2, 2011

I hereby certify that Resolution No. 2011-25 was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 2, 2011, by the following vote:

AYES: COUNCIL MEMBERS – Katzakian, Nakanishi, and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Hansen and Mounce

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk