



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Awarding Contract for Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects to Diede Construction, Inc., of Woodbridge (\$307,357.44)

MEETING DATE: April 17, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects to Diede Construction, Inc., of Woodbridge, in the amount of \$307,357.44.

BACKGROUND INFORMATION: This project consists of constructing 180 lineal feet of concrete masonry unit (CMU) security wall north of the Transit Vehicle Maintenance Facility (TVMF) between the Municipal Service Center (MSC) yard and Kofu Park, adding solar panels and associated system to the south-facing roof of the TVMF and adding site lighting at the Lodi Station bus parking area.

The CMU security wall will be ten feet tall to match the CMU height of the TVMF and act to deter vandalism that is occurring in the area. The solar power system will be similar to the system recently installed at the MSC and take advantage of the south-facing TVMF roof area.

The lighting improvements at the Lodi Station bus parking area include replacement of two existing light poles and installation of three additional light poles to provide additional security lighting in the area where the buses are parked overnight.

Plans and specifications for this project were approved on December 19, 2012. The City received the following four bids for this project on March 28, 2013.

Bidder	Location	Bid
Engineer's Estimate		\$ 390,000.00
Diede Construction	Woodbridge	\$ 307,357.44
Southland Construction Management	Pleasanton	\$ 325,000.12*
D. G. Granade	Shingle Springs	\$ 346,507.00
Otto Construction	Sacramento	\$ 354,935.02*

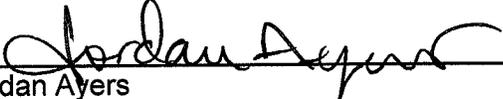
*Corrected Total

APPROVED: 
Konradt Bartlam, City Manager

Adopt Resolution Awarding Contract for Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects to Diede Construction, Inc., of Woodbridge (\$307,357.44)
April 17, 2013
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FISCAL IMPACT: The solar power portion of the project will develop income to offset utility costs at the MSC TVMF facility. Failure to award the contract could result in the loss of the funding of approximately \$375,000 for construction of the project.

FUNDING AVAILABLE: American Recovery and Reinvestment Act (1251): \$375,000



Jordan Ayers
Deputy City Manager/Internal Services Director



F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/pmf
cc: Transportation Manager

CONTRACT

CITY OF LODI, CALIFORNIA

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 incorporated herein by this reference, to-wit:

- PART A: Invitation for Bid
- PART B: Bid Pricing Forms
- PART C: Special Conditions
- PART D: Federal Requirements
- Specifications/Bridging Documents

CONTRACT AND BOND FORMS

ARRA FORMS

ELECTRIC UTILITY DEPARTMENT STANDARD PLAN 942-0240

S-5! ATTACHMENT SOLUTIONS CONTACT AND PRODUCT DATA

CALTRANS ES - 6A, 6B, 6C, 7M AND 7N

SOILS REPORT: KRAZAN & ASSOCIATES DATED AUGUST 6, 2007

FEDERAL MINIMUM WAGE RATES, GENERAL DECISION NUMBER: CA130029 2/8/13 CA29

Drawings:

- A1.0 MUNICIPAL SERVICE CENTER SECURITY WALL SITE PLAN
- A2.0 MUNICIPAL SERVICE CENTER SECURITY WALL DETAILS
- A3.0 MUNICIPAL SERVICE CENTER SECURITY WALL GENERAL NOTES
- A4.0 MUNICIPAL SERVICE CENTER TRANSIT VEHICLE MAINTENANCE FACILITY ROOF PLAN
- A5.0 MUNICIPAL SERVICE CENTER TRANSIT VEHICLE MAINTENANCE FACILITY ELEVATIONS
- E1.0 MUNICIPAL SERVICE CENTER TRANSIT VEHICLE MAINTENANCE FACILITY ELECTRICAL SITE PLAN
- E-2 LODI STATION ELECTRICAL SITE PLAN – PINE STREET TO OAK STREET
- E-3 LODI STATION ELECTRICAL SITE PLAN – OAK STREET TO WALNUT STREET

Addenda

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 Special 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 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:

TOTAL CONTRACT AMOUNT	\$307,347.44
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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 of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements 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 documents.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to **completion in accordance with the following schedule:**

1. Complete design and submission of plans to the City of Lodi Building Department within 30 calendar days after the Notice to Proceed;
2. City Public Works Review Time: 15 calendar days.
3. Complete construction 90 Calendar days after the date of the City of Lodi Building Permit issuance.

Total Project (Excluding Building Department review time): 135 calendar days

When signing this contract, the Contractor agrees that the times of completion for this contract are reasonable, that failure to meet the milestones completion shall result in the assessment of liquidated damages charges to the Contractor, and that the Contractor agrees to pay the City liquidated damages of **\$1,000.00 per day for each day the work is not totally completed** beyond the times 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:

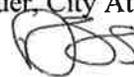
Title

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer, City Attorney



RESOLUTION NO. 2013-58

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR MUNICIPAL SERVICE CENTER TRANSIT
VEHICLE MAINTENANCE FACILITY SECURITY WALL AND
SOLAR POWER PHASE 2 AND LODI STATION LIGHTING
IMPROVEMENT PROJECTS

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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 March 28, 2013, at 11:00 a.m., for the Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects, described in the plans and specifications therefore approved by the City Council on December 19, 2012; and

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

Bidder	Bid
Engineer's Estimate	\$ 390,000.00
Diede Construction, Inc.	\$ 307,357.44
Southland Construction Management	\$ 325,000.12*
D. G. Granade	\$ 346,507.00
Otto Construction	\$ 354,935.02*
*Corrected Total	

WHEREAS, staff recommends awarding the contract for the Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects to the low bidder, Diede Construction, Inc., of Woodbridge, California, in the amount of \$307,357.44.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Municipal Service Center Transit Vehicle Maintenance Facility Security Wall and Solar Power Phase 2 and Lodi Station Lighting Improvement Projects to the low bidder, Diede Construction, Inc., of Woodbridge, California, in the amount of \$307,357.44; and

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

Dated: April 17, 2013

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I hereby certify that Resolution No. 2013-58 was passed and adopted by the City Council of the City of Lodi in a regular meeting held April 17, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, and Katzakian

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce and Mayor Nakanishi

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk