



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Awarding Contract for Lodi Public Library Phase 3 Remodel Project to Diede Construction, Inc., of Woodbridge (\$284,190) and Appropriating Funds (\$350,000)

MEETING DATE: January 15, 2014

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Lodi Public Library Phase 3 Remodel Project to Diede Construction, Inc., of Woodbridge, in the amount of \$284,190 and appropriating funds in the amount of \$350,000.

BACKGROUND INFORMATION: The Lodi Library Board has been developing plans to renovate the Lodi Public Library and has implemented the renovation as a phased project. Phases 1 and 2 were successfully completed in 2009.

City Council awarded the professional services agreement for design of the Lodi Public Library Phase 3 Remodel to WMB Architects, of Stockton, on May 1, 2013.

The Phase 3 Project will complete carpet, lighting, communications, space conditioning and furniture upgrades within the remodel area. Rooms to accommodate tutoring, a computer lab, meetings, café-style seating and a teen sitting area will also be provided. Working with Library and Public Works staff, WMB Architect has completed plans and specifications for the Phase 3 project. A drawing of the project floor plan is attached for reference as Exhibit A.

Plans and specifications for this project were approved on November 6, 2013. The City received the following eight bids for this project on December 17, 2013.

| Bidder | Location | Bid |
|-----------------------------------|------------|---------------|
| Engineer's Estimate | | \$ 340,000.00 |
| Diede Construction, Inc. | Woodbridge | \$ 284,190.00 |
| Sierra Valley Construction, Inc. | Roseville | \$ 297,637.00 |
| American River Construction, Inc. | El Dorado | \$ 335,000.00 |
| Bobo Construction | Elk Grove | \$ 336,000.00 |
| Peterson Developments | Fair Oaks | \$ 371,000.00 |
| S.W. Allen Construction, Inc. | Sacramento | \$ 373,144.00 |
| B.C. Construction | Ceres | \$ 378,101.00 |
| U.S. Matrix Construction, Inc. | Pittsburg | \$ 379,500.90 |

APPROVED: _____

Konradt Bartlam, City Manager

The estimated total project budget is provided in the table below.

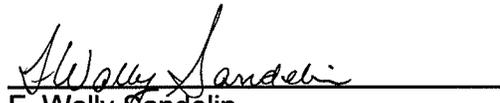
| Budget Item | Budget |
|-------------------------------------|------------------|
| Construction | |
| Construction Contract | \$284,190 |
| Plan Check/Permit Fee | \$9,000 |
| Plan Printing Costs (Stockton Blue) | \$2,500 |
| Project Management (City Staff) | \$7,000 |
| Copy/Shipping Expenses Estimate | \$1,000 |
| Testing & Inspection | \$2,000 |
| Construction Total | \$305,690 |
| Contingency | \$44,310 |
| Project Total Budget | \$350,000 |

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: The project total of \$350,000 includes allowances above the contract amount for contingencies, construction administration, testing, and staff costs. Funding for this project is through a \$270,000 donation from the Library Foundation (211 fund) to be advanced to the City prior to the start of construction and \$80,000 from the Library's operating book budget account (210801). Additionally, the Foundation will re-fund the Library's operating book budget account \$80,000 through a private donation (210 fund). An Appropriation Adjustment Request form is attached.



 Jordan Ayers
 Deputy City Manager/Internal Services Director



 F. Wally Sandelin
 Public Works Director

Prepared by Gary Wiman, Construction Project Manager
 FWS/GW/pmf
 Attachment
 cc: Library Services Director



WMB ARCHITECTS

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Suite 226
Stockton CA 95207

209.944.9110 T
209.944.5711 F
www.wmbarchitects.com

Larry Wenell
Tim Mattheis
Tom Bowe
Doug Davis
Melanie Viewx
Principal Architects

Lodi Public Library
Phase III Renovation
201 W. Locust Street
Lodi, California

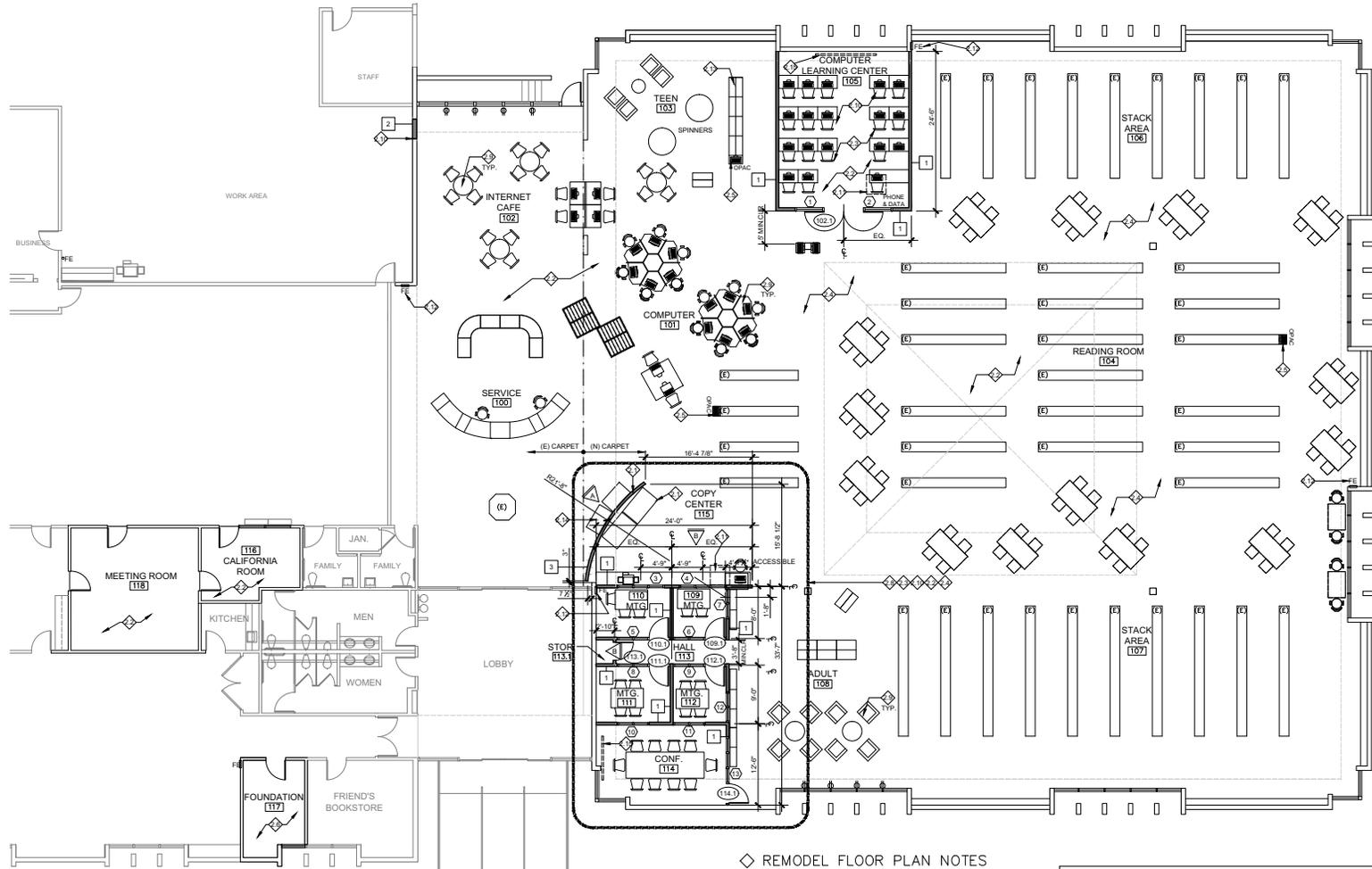
NOTATION PLAN



08.08.13 Const. Documents

PUBLISH HISTORY

△ DATE REVISION SET



REMODEL FLOOR PLAN
SCALE: 1/8" = 1'-0"

WALL LEGEND

- (E) WALL FRAMING TO REMAIN
- (E) WALL FRAMING TO BE REMOVED
- (N) FRAMED WALL

GENERAL NOTES

1. PROTECT AND PRESERVE CARPET IN AREAS WHERE IT IS TO REMAIN
2. PATCH AND TEXTURE ALL WALLS IN AREAS OF WORK PRIOR TO PAINTING
3. (E) BRICK TO REMAIN WITHOUT FINISH; PROTECT DURING CONSTRUCTION

◇ REMODEL FLOOR PLAN NOTES

- 2.1 +48" LOW WALL W/ TRANSLUCENT TOP - SEE DETAIL A/ A10.1
- 2.2 PAINT ALL WALLS IN AREA OF WORK - SEE INTERIOR FINISHES SCHEDULE
- 2.3 (N) CARPET THROUGHOUT - SEE INTERIOR FINISHES SCHEDULE AND CARPET PATTERN PLAN
- 2.4 (N) CARPET THROUGHOUT - SEE CARPET PATTERN PLAN AND INTERIOR FINISHES SCHEDULE
- 2.5 END-OF-RANGE COMPUTER STATION BY OWNER. SEE ELECTRICAL PLANS FOR POWER REQUIREMENTS
- 2.6 SEE MECHANICAL PLANS FOR SCOPE OF WORK
- 2.7 NOT USED
- 2.8 PAINT ALL WALLS IN MEETING ROOMS - SEE INTERIOR FINISHES SCHEDULE
- 2.9 FURNITURE TO BE PROVIDED AND INSTALLED BY OTHERS - TYP.
- 2.10 INSTALL (N) WALL BASE TO MATCH (E) - TYP.
- 2.11 (E) CEILING ACCESS PANEL ABOVE TO REMAIN
- 2.12 (E) FIRE EXTINGUISHER
- 2.13 ANCHOR (E) BOOKSHELVES TO FLOOR USING 1/2" WEDGE BOLTS @ 24" O.C. W/ 3 1/2" EMSED
- 2.14 EQUIPMENT TO BE PROVIDED AND INSTALLED BY OWNER
- 2.15 PULL-DOWN CEILING MOUNTED PROJECTION SCREEN BY OWNER

WALL SCHEDULE

| NO. | SIZE/TYPE | INSULATION | INTERIOR | EXTERIOR | F.R. | U.L. |
|---|--|--|--------------------------|----------|----------|------|
| 1 | 3 1/2" 20 GA. MTL. STUDS @ 16" O.C. | R-11 F.G. BATT | 3/4" GYP. BD. BOTH SIDES | | | |
| 2 | 20 GA. MTL. STUDS @ 16" O.C. - INFL. WALL | R-19 F.G. BATT | 3/4" GYP. BD. BOTH SIDES | | | |
| 3 | 3 1/2" 20 GA. MTL. STUDS @ 16" O.C. TO 4' A.F.F. | NO INSULATION | 3/4" GYP. BD. BOTH SIDES | | | |
| STUD SIZE | | | | | | |
| APPLICATION | | SIZE/GAUGE FOR 16" O.C. SPACING | | | MAX. HT. | |
| INTERIOR STUDS WITH MIN. 2" GYP. BD. BOTH SIDES, FULL HEIGHT OF STUD. | | 3 1/2" 20 GA. - SSMA DESIGNATION: 362S125-30 | | | 15'-0" | |
| | | 4" 18 GA. - SSMA DESIGNATION: 400S125-43 | | | 18'-0" | |
| | | 6" 20 GA. - SSMA DESIGNATION: 600S125-30 | | | 20'-0" | |

WMB PROJECT:
10-103

A2.2

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:

- Notice Inviting Bids
- Information to Bidders
- General Conditions
- Special Provisions
- Bid Proposal
- Contract
- Contract Bonds
- Plans (Drawings)
- Specifications
- 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 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 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:

| Item | Description | Unit | Total Price |
|------|---------------------------------|------------|--------------|
| | Library Phase 3 Remodel Project | (Lump Sum) | \$284,190.00 |

Total Contract Amount: Two Hundred Eighty Four Thousand, One Hundred Ninety and 00/100 Dollars.

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 and to diligently prosecute to completion within **90 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 **\$500.00 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.

**LODI PUBLIC LIBRARY
PHASE 3 REMODEL**

Contract & Bonds

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: _____

Title

Attest:

Randi Johl-Olson, City Clerk

(CORPORATE SEAL)

Approved as to form:

Steve 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: | 1/6/14 |
| 4. DEPARTMENT/DIVISION: | Public Works | | |

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

| | FUND # | BUS. UNIT # | ACCOUNT # | ACCOUNT TITLE | AMOUNT |
|------------------------------|--------|-------------|-----------|-------------------|---------------|
| A. SOURCE OF FINANCING | 210 | 210801 | 7308 | Books/periodicals | \$ 80,000.00 |
| | 211 | 4210 | | Transfer In | \$ 80,000.00 |
| | 210 | 2101 | 6153 | Donations | \$ 80,000.00 |
| | 211 | 2111 | 6153 | Donations | \$ 270,000.00 |
| | 211 | 3205 | | Fund balance | \$ 80,000.00 |
| B. USE OF FINANCING | 210 | 3205 | | Fund balance | \$ 80,000.00 |
| | 210 | 4220 | | Transfer Out | \$ 80,000.00 |
| | 210 | 810801 | 7308 | Books/periodicals | \$ 80,000.00 |
| | 211 | 211815 | 1836.2250 | Phase III remodel | \$ 350,000.00 |
| | | | | | |

7. 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.

Lodi Public Library is starting the final phase of its renovation. The project is estimated at \$350,000 of which \$80,000 is coming from the library's book fund and \$270,000 is coming from private donations raised by the Lodi Public Library Foundation. The Library Foundation is generously donating an additional \$80,000 to be used to purchase books and materials.

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

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

Department Head Signature: _____

Wayne Sandeli

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. 2014-02

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
CONTRACT FOR THE LODI PUBLIC LIBRARY PHASE 3
REMODEL PROJECT AND FURTHER APPROPRIATING FUNDS

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on December 17, 2013, at 11:00 a.m., for the Lodi Public Library Phase 3 Remodel Project, described in the plans and specifications therefore approved by the City Council on November 6, 2013; and

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

| Bidder | Bid |
|-----------------------------------|---------------|
| Diède Construction, Inc. | \$ 284,190.00 |
| Sierra Valley Construction, Inc. | \$ 297,637.00 |
| American River Construction, Inc. | \$ 335,000.00 |
| Bobo Construction | \$ 336,000.00 |
| Peterson Developments | \$ 371,000.00 |
| S.W. Allen Construction, Inc. | \$ 373,144.00 |
| B.C. Construction | \$ 378,101.00 |
| U.S. Matrix Construction, Inc. | \$ 379,500.90 |

WHEREAS, staff recommends awarding the contract to the low bidder, Diède Construction, Inc., in the amount of \$284,190.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Lodi Public Library Phase 3 Remodel Project to the low bidder, Diède Construction, Inc., of Woodbridge, California, in the amount of \$284,190; and

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

BE IT FURTHER RESOLVED that funds in the amount of \$350,000 be appropriated for the project from the Library Foundation to the City prior to the start of the contract.

Dated: January 15, 2014

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I hereby certify that Resolution No. 2014-02 was passed and adopted by the City Council of the City of Lodi in a regular meeting held January 15, 2014, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON
City Clerk