



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Design and Construction Contract for Municipal Service Center Transit Vehicle Maintenance Facility Project to Diede Construction, of Woodbridge and Appropriating \$400,000 in Additional Funds (Total Project \$3,000,000)

**MEETING DATE:** November 7, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution awarding the attached design and construction contract for the Municipal Service Center Transit Vehicle Maintenance Facility Project to Diede Construction, of Woodbridge; authorizing the City Manager to execute change orders within the project budget (\$3,000,000); and appropriating \$400,000 for the project.

**BACKGROUND INFORMATION:** At its June 6, 2007 meeting, Council authorized the advertisement of the Request for Proposal (RFP) for the design and construction of the above project. The City-issued RFP included "bridging documents" which essentially consisted of 30% complete plans and specifications. A prequalification package was required of all interested bidders, and a mandatory pre-proposal meeting was held at which three firms were represented. The City received three proposals, with Diede Construction being the lowest. The City will be negotiating with Diede Construction to resolve design and budget issues. This project consists of the design and construction of approximately 14,000 square feet of building space, providing heavy and light duty work bays, tire repair area, welding and parts rooms, office space, ADA compliant bathroom/locker rooms, and equipment storage spaces.

Diede Construction will be responsible to complete the design and construct the facility in accordance with the City's bridging documents which establish minimum and desired design criteria for the facility. Diede Construction's design team will work closely with City staff to develop the construction documents and final project costs. Complete construction documents will be submitted to the Building Division for permit issuance. When the permit is received, the construction will begin. The project schedule allows 90 days for design completion and permit application submittal and 270 days for construction, once the permit has been issued. The "Guaranteed Maximum Price" of \$2,791,170 includes the bid alternates to create a more energy-efficient facility. The total project appropriation includes project-related expenses and contingencies.

On October 23, 2007, the following three proposals were received:

Firm	Guaranteed Maximum Price	Bid Alt. 1 Double Wall Insulate Roof	Bid Alt. 2 Double Wall Insulate Walls	BidAlt. 3 Radiant Heat @ Shop Floor	Total
Diede Construction	\$2,622,000	\$41,200	\$61,300	\$66,670	\$2,761,170
Alten Construction	\$3,467,315	\$92,000	\$124,200	\$59,404	\$3,742,919
F&H Construction	\$3,492,000	\$46,000	\$36,000	\$154,000	\$3,728,000

APPROVED: \_\_\_\_\_  
Blair King, City Manager

**FISCAL IMPACT:** All departments and divisions for which Fleet Services maintains vehicles and equipment will benefit from a new, state-of-the-art shop facility. The new shop will be more efficient and technically up-to-date and will accommodate vehicles that are too large for the current shop. Failure to award the contract would result in the loss of the Public Transit Account funding for construction of the facility. This funding was secured by the City through a specific grant through the California Transportation Commission.

**FUNDING AVAILABLE:** Funding is included in the budget for fiscal year 2007/08.

Public Transit Account (1250356)	\$1,850,000
TDA Transit Capital (1250356)	\$250,000
Water Fund (182356)	\$250,000
Wastewater Fund (173356)	\$250,000
<u>New appropriations:</u>	
Electric Utility (161)	\$180,000
General Fund Capital (1211)	\$220,000

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Kirk Evans, Budget Manager

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Richard C. Prima, Jr.  
Public Works Director

Prepared by Gary Wiman, Construction Project Manager

RCP/GW/pmf

Attachment

cc: Dennis Callahan, Fleet and Facilities Manager  
Gary Wiman, Construction Project Manager  
George Morrow, Electric Utility Director

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:

- Request for Design/Build Proposal
- Bid Proposal (Contractor Provided Schedule of Values)
- Special Provisions
- Contract
- Contract Bonds
- Plans (Drawings)
  - T1
  - A1.1
  - A1.2
  - A2.1
  - A3.1
  - A4.1
  - EQ1.0
  - EQ1.1
  - EQ1.2
- Site Topo Survey
- 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 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:

<b>TOTAL CONTRACT AMOUNT</b>	\$ _____.*
<b>Guaranteed Maximum Base Price</b>	
<b>Bid Alternate #1: Metal Roofing System – In lieu of ribbed roof and fiberglass insulation system specified, provide and install double wall / foam core rib roof panel system similar to Metecno API AP 900 Roof System, 2-1/2” thick, R-21</b>	\$41,200.00
<b>Bid Alternate #2: Metal Siding System – In lieu of wall panels and fiberglass insulation system specified, provide and install double wall / foam core wall panels similar to Metecno API AP 200 Ribbed Wall System, 2-1/2” thick, R-21</b>	\$61,300.00
<b>Bid Alternate #3: Provide radiant heat system in shop floor slab in lieu of space heaters. Cost to include all costs for a complete and operational system to maintain 65 degree ambient temperature in service bay areas during cold weather.</b>	\$66,670.00

\*Exhibit A is the Schedule of Values from Diede Construction, Inc., dated October 23, 2007.

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 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 90 calendar days after the Notice to Proceed;
2. Complete construction 270 calendar days after the date of the City of Lodi Building Permit issuance.

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.

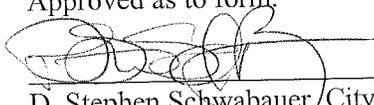
CONTRACTOR:  
\_\_\_\_\_

CITY OF LODI  
By: \_\_\_\_\_  
Blair King, City Manager

By: \_\_\_\_\_  
\_\_\_\_\_  
Title

Date: \_\_\_\_\_  
Attest:  
\_\_\_\_\_  
Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:  
  
\_\_\_\_\_  
D. Stephen Schwabauer, City Attorney



COMMERCIAL • INDUSTRIAL • RESIDENTIAL

P.O. Box 1007 • Woodbridge, CA 95258

Lodi (209) 369-8255 Stockton (209) 464-3352 Fax (209) 368-0600

**Exhibit A**  
License No. 632667



**MSC TRANSIT VEHICLE MAINTENANCE FACILITY**

Item	Description	Qty	Unit Cost	Total
<b>GENERAL</b>				
1	Bonds and Insurance	1	\$ 67,410.00	\$ 67,410.00
2	General Conditions	1	\$ 69,991.91	\$ 69,991.91
3	Design	1	\$ 81,320.00	\$ 81,320.00
4	Earthwork and Underground	1	\$ 156,386.92	\$ 156,386.92
5	Concrete and Reinforcement	1	\$ 250,556.55	\$ 250,556.55
6	Masonary	1	\$ 59,334.71	\$ 59,334.71
7	Steel and Metal Fabrication	1	\$ 108,316.10	\$ 108,316.10
8	Finish Carpentry	1	\$ 22,769.60	\$ 22,769.60
9	Thermal Insulation	1	\$ 32,100.00	\$ 32,100.00
10	Doors and Windows	1	\$ 191,530.00	\$ 191,530.00
11	Finishes	1	\$ 222,560.00	\$ 222,560.00
12	Misc. Specialties	1	\$ 13,910.00	\$ 13,910.00
13	Case Work and Countertops	1	\$ 5,104.97	\$ 5,104.97
14	Pre Engineered Buildings	1	\$ 454,750.00	\$ 454,750.00
15	Vertical Lift	1	\$ 50,290.00	\$ 50,290.00
16	Mechanical	1	\$ 341,330.00	\$ 341,330.00
17	Electrical	1	\$ 374,500.00	\$ 374,500.00
18	Lube Equipment	1	\$ 119,840.00	\$ 119,840.00
<b>TOTAL: (Base Bid)</b>				<b>\$ 2,622,000.76</b>

RESOLUTION NO. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE DESIGN AND CONSTRUCTION CONTRACT FOR THE MUNICIPAL SERVICE CENTER TRANSIT VEHICLE MAINTENANCE FACILITY PROJECT, AUTHORIZING THE CITY MANAGER TO NEGOTIATE A CONTRACT PRICE AND FURTHER APPROPRIATING FUNDS

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 October 23, 2007, at 2:00 p.m., for Design and Construction of the Municipal Service Center Transit Vehicle Maintenance Facility Project; and

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

<b>Firm</b>	<b>Guaranteed Maximum Price</b>	<b>Bid Alternate 1 Double Wall Insulate Roof</b>	<b>Bid Alternate 2 Double Wall Insulate Walls</b>	<b>Bid Alternate 3 Radiant Heat @ Shop Floor</b>	<b>Total</b>
Diede Construction	\$2,622,000	\$41,200	\$61,300	\$66,670	\$2,761,170
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F&H Construction	\$3,492,000	\$46,000	\$36,000	\$154,000	\$3,728,000

WHEREAS, staff recommends award of the contract for Design and Construction of the Municipal Service Center Transit Vehicle Maintenance Facility Project be made to the firm providing the lowest proposal price, Diede Construction, of Woodbridge, California, and further recommends that the City Manager negotiate a price not to exceed \$2,791,170.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the award of the contract for Design and Construction of the Municipal Service Center Transit Vehicle Maintenance Facility Project be and the same is hereby awarded to the firm providing the lowest proposal price, Diede Construction, of Woodbridge, California, in an amount not to exceed \$2,791,170; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute change orders within the project budget (\$3,000,000); and

BE IT FURTHER RESOLVED that funds in the amount of \$400,000 be appropriated from Electric Utility and General Fund Capital accounts for this project.

Dated: November 7, 2007

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 7, 2007, by the following vote:

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

RANDI JOHL  
City Clerk