



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Sacramento Street Pedestrian Enhancements and Beautification Project and Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with San Joaquin Regional Conservation Corps for Project Landscaping (\$22,700) and Amending Traffic Resolution No. 97-148 by Installing Multi-Way Stop Controls at Walnut Street and Sacramento Street

MEETING DATE: June 19, 2013

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Sacramento Street Pedestrian Enhancements and Beautification Project and adopt resolution authorizing City Manager to execute Professional Services Agreement with San Joaquin Regional Conservation Corps for project landscaping in the amount of \$22,700 and amending Traffic Resolution No. 97-148 by installing multi-way stop controls at Walnut Street and Sacramento Street.

BACKGROUND INFORMATION: The project consists of reconstructing Sacramento Street from Lodi Avenue to Oak Street by installing 17,400 square feet of new decorative and pedestrian-friendly sidewalks with intersection bulb-outs, 1,900 tons of asphalt concrete, landscape improvements, decorative lighting, and street furniture; and other incidental and related work, all as shown on the plans and specifications for the project.

This project meets San Joaquin Council of Governments (SJCOG) general criteria of the Smart Growth Program. The improvements are consistent with the Lodi Avenue Design Guidelines employed on the Lodi Avenue improvements and approved by the City Council on July 2, 2008, the City's 2006 Eastside Mobility and Accessibility Plan (EMAP) and the 2008 Transit Oriented Development (TOD) Design Guidelines. The EMAP identifies an improvement corridor that includes Central Avenue (Tokay Street to Lodi Avenue), Lodi Avenue (Central Avenue to Sacramento Street) and Sacramento Street (Lodi Avenue to Pine Street). The project limits for the Sacramento Street improvements do not include the block from Oak Street to Pine Street, due to funding constraints.

The proposed streetscape improvements are intended to bridge the architectural elements between the previous improvements on Lodi Avenue and Sacramento Street (north of Pine Street); improve safety, access and comfort to pedestrian traffic; enhance the experience of using the City's GrapeLine fixed route and Dial-A-Ride systems; and to encourage pedestrian-friendly commercial opportunities that will promote the City's downtown business core.

The street beautification elements include paver-lined decorative sidewalks, bulb-outs at intersections and the installation of pavers at the intersections of Oak Street and Walnut Street. The decorative "Downtown" streetlights containing high-efficiency LED lighting will be installed at the back of the sidewalk. Landscape improvements include the removal and replacement of street trees, as well as landscape and irrigation improvements along the portions of both sides of Sacramento Street between Oak Street and Walnut Street. The proposed streetscape is reflected in Exhibits A1 through A3.

APPROVED: 
Konradt Bartlam, City Manager

Approve Plans and Specifications and Authorize Advertisement for Bids for Sacramento Street Pedestrian Enhancements and Beautification Project and Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with San Joaquin Regional Conservation Corps for Project Landscaping (\$22,700) and Amending Traffic Resolution No. 97-148 by Installing Multi-Way Stop Controls at Walnut Street and Sacramento Street

June 19, 2013

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The project also includes the installation of multi-way stop controls at Walnut Street and Sacramento Street to improve pedestrian safety and comfort at that location. The intersection is currently a four-way intersection with stop controls on Walnut Street only. The east leg of the intersection terminates at the south driveway of the Lodi Transit Station bus parking area. In addition to a substantial volume of City buses, this driveway is utilized by Regional Transit District buses. These large vehicles can be intimidating to pedestrians walking across the intersection or along the easterly side of Sacramento Street. This intersection does not meet Caltrans guidelines for considering a multi-way stop control due to low accident frequency and overall traffic volumes; however, based on the desire to enhance pedestrian traffic along Sacramento Street, staff does not object to the installation of a multi-way stop at this intersection.

This project is utilizing Federal Transportation Enhancement funding. Consistent with SB 286 and current State Transportation Improvement Program guidelines, projects competing for these funds receive priority for allocation if they utilize the services of Regional Conservation Corps. Staff recommends Council authorize the City Manager to execute a Professional Services Agreement with the San Joaquin Regional Conservation Corps for project landscaping in the amount of \$22,700, as reflected in Exhibit B. This work will take place separately from the construction project to avoid contractor conflicts.

The proposed project has been determined to be categorically excluded under the National Environmental Protection Act (NEPA) by Caltrans and categorically exempt under the California Environmental Quality Act (CEQA) by the Community Development Department, as reflected on Exhibit C and D, respectively.

The Public Works Department recommends that Council approve the plans and specifications and authorize advertisement for bids for the project upon receipt of authorization from Caltrans.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is July 31, 2013.

FISCAL IMPACT:

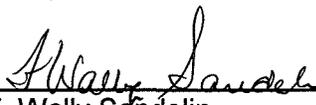
The estimated project cost is \$1,284,000. There will be a slight increase in the long-term maintenance of the decorative streetlights, landscape and streetscape and a short-term decrease in street maintenance costs.

FUNDING AVAILABLE:

Funding for the PSA will be from Federal Transportation Enhancement Funds (331126). Funding for construction of the project will be identified at project award.



Jordan Ayers
Deputy City Manager/Internal Services Director



F. Wally Sandelin
Public Works Director

Prepared by Charlie Swimley, City Engineer/Deputy Public Works Director
FWS/CES/pmf
Attachments

cc: Community Development Director
Senior Civil Engineer, Chang
City Engineer/Deputy Public Works Director

EXHIBIT A1

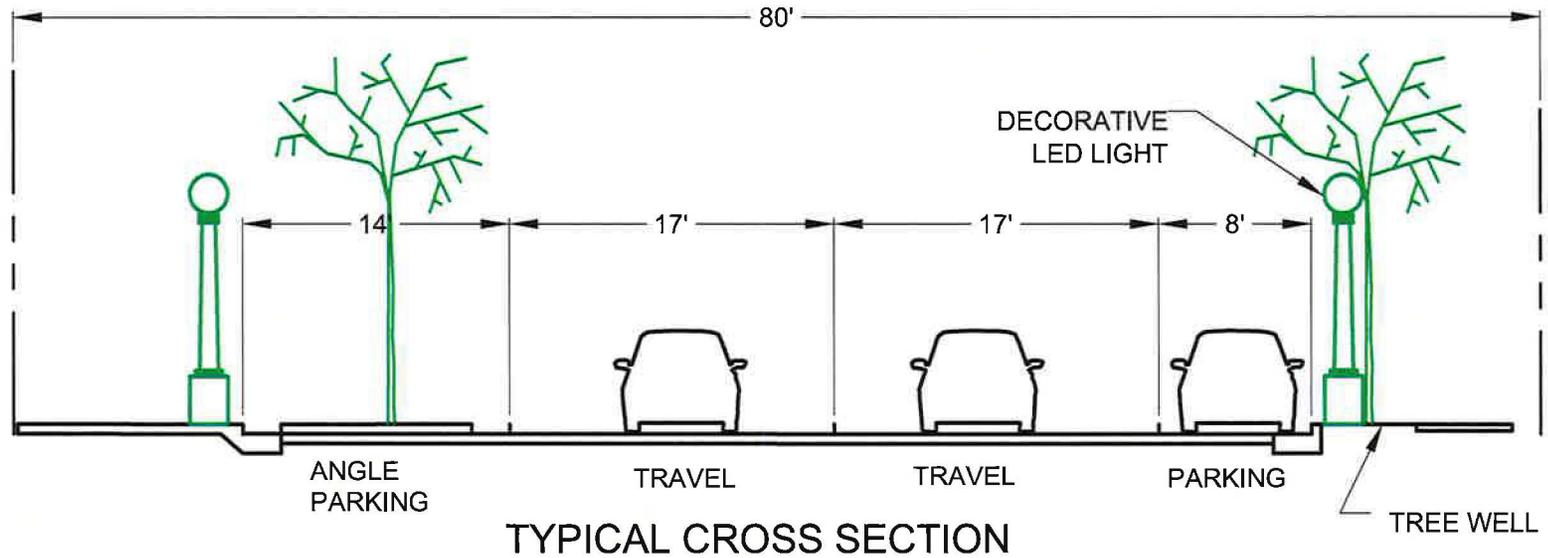
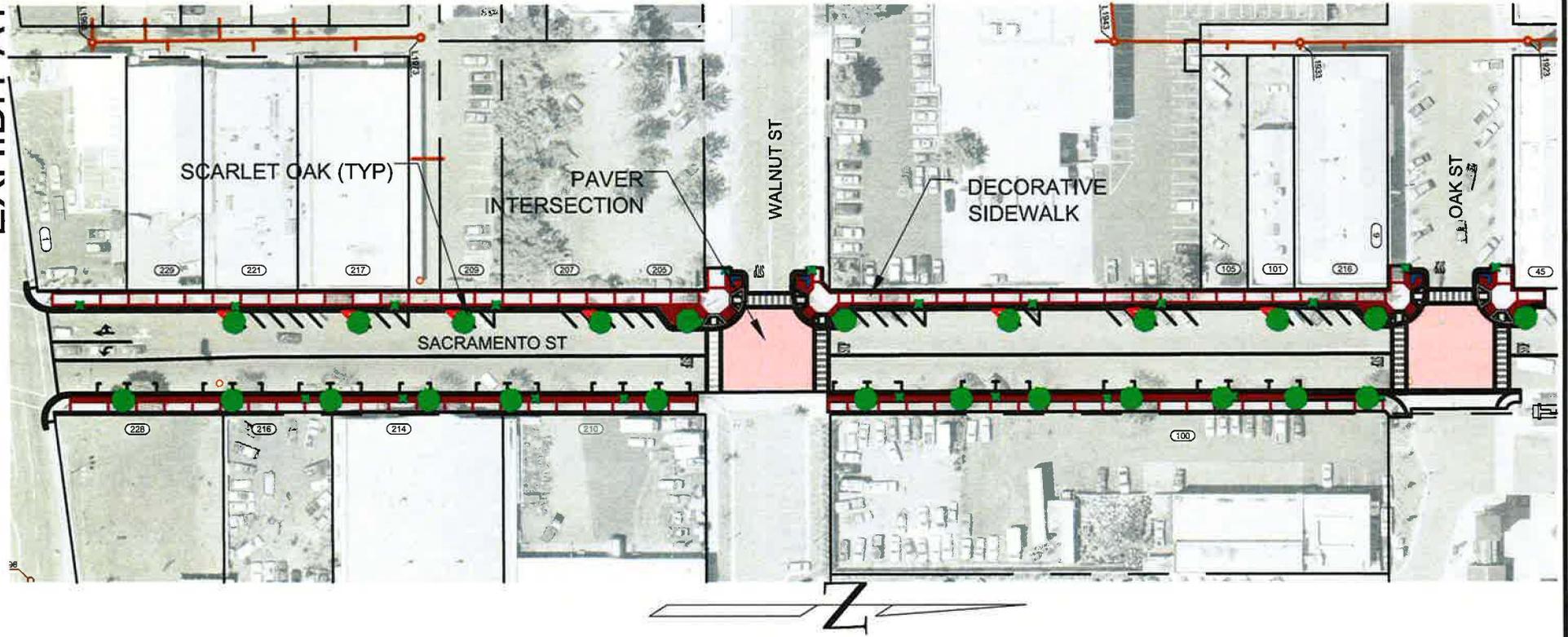


EXHIBIT A2

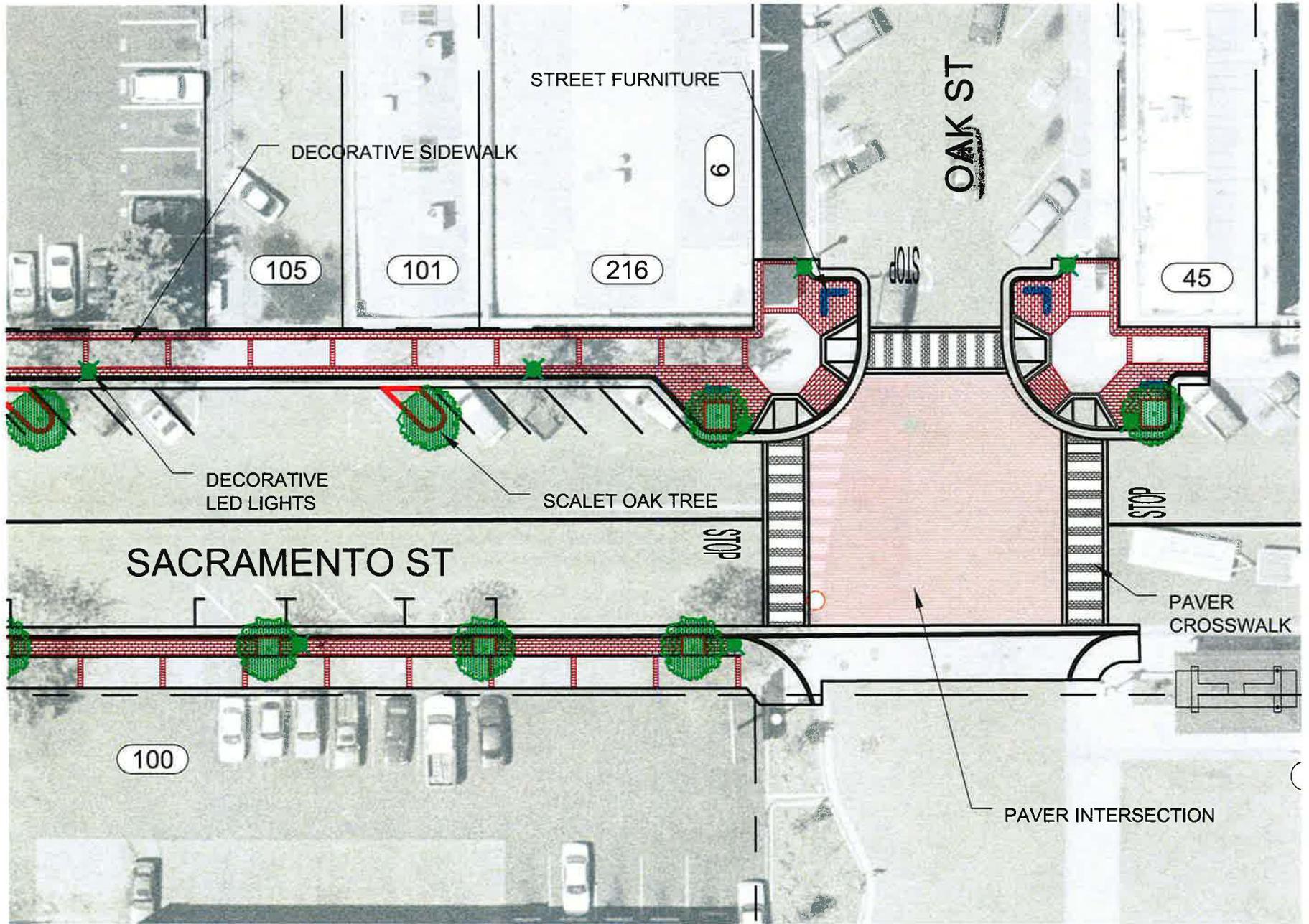
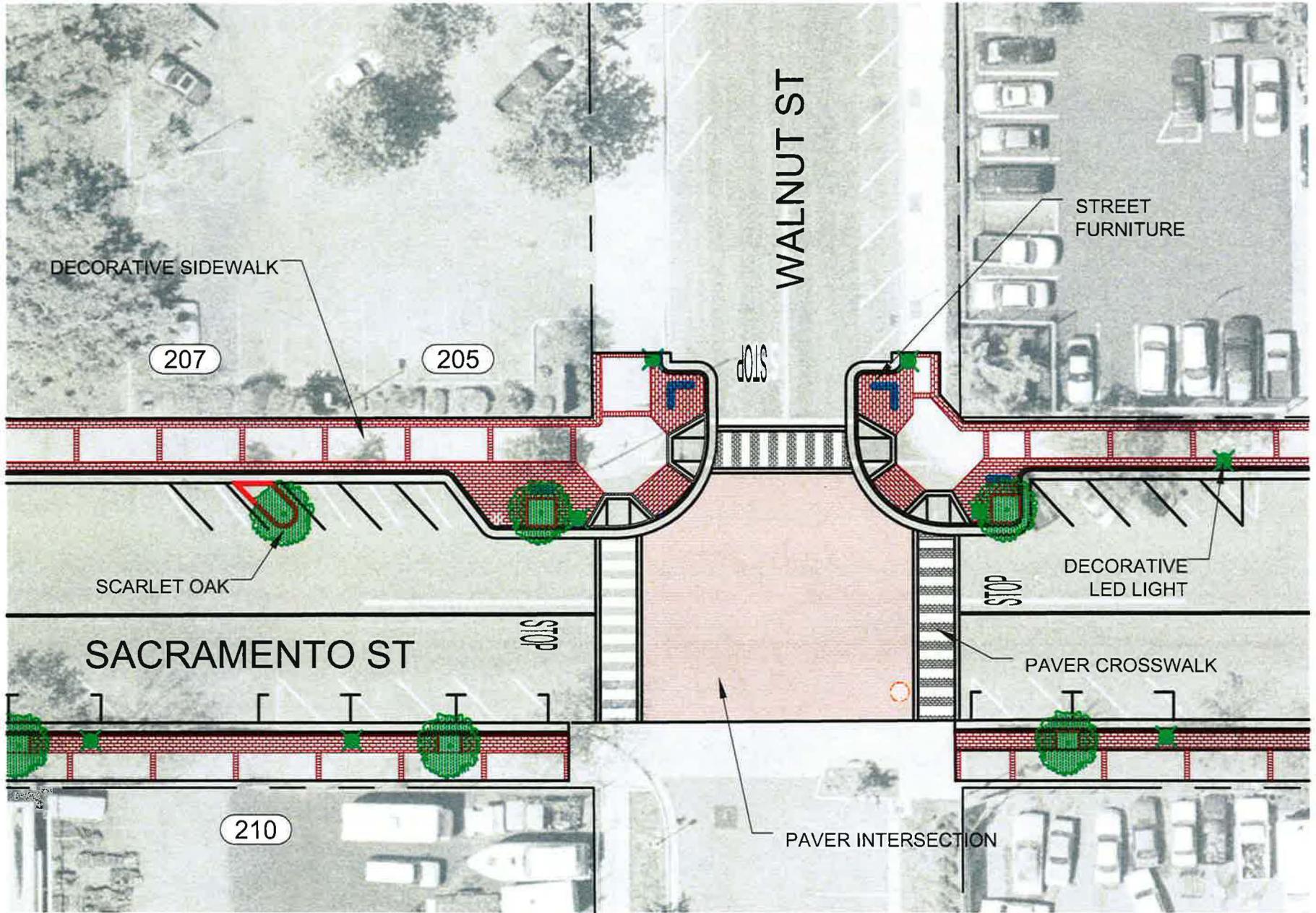


EXHIBIT A3



AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and SAN JOAQUIN REGIONAL CONSERVATION CORP (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Landscaping for Sacramento Street Pedestrian Enhancements and Beautification Project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on August 1, 2013 and terminates upon the completion of the Scope of Services or on July 31, 2014, whichever occurs first.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Prevailing Wage

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.

Section 3.3 Contract Bonds

CONTRACTOR shall furnish two good and sufficient bonds:

1. A faithful performance bond in the amount of one hundred percent (100%) of the contract price; and
2. A labor and materials bond in the amount of fifty percent (50%) of the contract price.

These bonds will be required at the time the signed contract is returned to the City.

Section 3.4 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.5 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.6 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4
MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict

with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or

completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit _____ apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

SJRCC

By: _____


By: _____
Name:
Title:

- Attachments:**
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

Funding Source: 331126
(Business Unit & Account No.)



Date: March 29, 2013
To: Charles Swimley
Agency: City of Lodi Public Works Department

From: Nicholas Mueller, San Joaquin Regional Conservation Corps
 Program Manager

RE: Lodi Landscape Project Phase 1

Charles,

Below is the proposal to cut 28 existing trees along 100 S. Sacramento Street, SJRCC will cut 28 trees, and remove existing landscape along the post office frontage as specified by Charles Swimley. SJRCC will dispose brush, limbs, shrubs, landscape and debris. SJRCC will provide 2 supervisors and 8 corpsmembers for six days for a total price of **TWELVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS**. SJRCC will provide all the equipment, staff, corpsmembers, rental equipment, waste bins and materials needed to remove 28 trees and existing landscape along the post office frontage.

Exhibit B, Attachment 1

NOTICE OF PROPOSAL

San Joaquin County Office of Education (DBA- San Joaquin Regional Conservation Corps)
 Agrees to provide all labor,

San Joaquin Regional Conservation Corps agrees to provide to Charles Swimley (Lodi Landscape Project Phase 1) services as described herein:

Scope of work

- SJRCC will provide 2 supervisors and 8 corpsmembers working an 8 hour day Monday-Friday from 6:30 am-3:00pm
- SJRCC will cut 28 trees located on Sacramento Street, and remove landscape along the post office frontage
- Corpsmembers will use Chain saws, pole pruners, a chipper, boom lift, hedge trimmers, and pruning shears to cut down 28 trees, remove brush, tree limbs, shrubs, and existing landscape
- All corpsmembers will be in full safety gear and will follow safety protocols provided by SJRCC's site supervisors
- SJRCC will provide the city of Lodi proper insurance documentation prior to project start date
- SJRCC will provide safety cones, signs and a safety plan to direct traffic during hours of operation
- SJRCC will rent a boom lift, chipper and multiple 40 yard dumpsters to remove debris

All work shall be completed for the lump sum price of **TWELVE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS**.

Date: March 29, 2013
To: Charles Swimley
Agency: City of Lodi Public Works Department

From: Nicholas Mueller, San Joaquin Regional Conservation Corps
Program Manager

RE: Lodi Landscape Project Phase 2

Charles,

Below is the proposal to plant 22 Scarlet Oak, 94 Box Wood (Neewport Blue) and 33 Agapanthus (Lily of Nile) along 100 S. Sacramento Street, SJRCC will provide proper staking, supplies, and mulch needed to plant trees, and shrubs as specified by Charles Swimley. SJRCC will provide 2 supervisors and 8 corpsmembers for six days for a total price of TEN THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS. SJRCC will provide all the equipment, staff, corpsmembers, stakes, mulch and materials needed to plant the above listed trees and shrubs.

Exhibit B, Attachment 1

NOTICE OF PROPOSAL

San Joaquin County Office of Education (DBA- San Joaquin Regional Conservation Corps)
Agrees to provide all labor,

San Joaquin Regional Conservation Corps agrees to provide to Charles Swimley (Lodi Landscape Project Phase 2) services as described herein:

Scope of work

- SJRCC will provide 2 supervisors and 8 corpsmembers working an 8 hour day Monday-Friday from 6:30 am- 3:00pm
- Contractor/City of Lodi will purchase 22 Scarlet Oak, 94 Box Wood (Neewport Blue) and 33 Agapanthus (Lily of the Nile)
- Contractor will prepare the planting soil in the tree wells and planter area
- SJRCC will be responsible for planting 22 Scarlet Oak, 94 Box Wood (Neewport Blue) and 33 Agapanthus (Lily of Nile) on 100 S. Sacramento Street
- SJRCC will be responsible for providing staking materials, installation of the trees and shrubs, and mulch
- Corpsmembers will use shovels, wheel barrows, post hole diggers and other equipment to complete this project
- All corpsmembers will be in full safety gear and will follow safety protocols provided by SJRCC's site supervisors
- SJRCC will provide the city of Lodi proper insurance documentation prior to project start date
- If needed SJRCC will provide safety cones, signs and a safety plan to direct traffic during hours of operation
- SJRCC will not need to rent any equipment for this phase of the project

All work shall be completed for the lump sum price of TEN THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS.



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| <p>1. <u>COMPREHENSIVE GENERAL LIABILITY</u>
\$5,000,000 Ea. Occurrence</p> | <p>2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u>
\$1,000,000 Bodily Injury - Ea. Person
\$1,000,000 Bodily Injury - Ea. Occurrence
\$1,000,000 Property Damage - Ea. Occurrence</p> |
|---|--|

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) Completed Operations Endorsement
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 070 04, will be provided to the City of Lodi.
- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

CATEGORICAL EXEMPTION/CATEGORICAL EXCLUSION DETERMINATION FORM

10-City of Lodi		RPSTPLE 5154 (044)	
Dist.-Co.-Rte (or Local Agency)	P./M/P M.	E.A. (State project)	Federal-Aid Project No. (Local project)/ Proj. No.
/Project No.			

PROJECT DESCRIPTION:

(Briefly describe project, purpose, location, limits, right-of-way requirements, and activities involved in this box. Use Continuation Sheet, if necessary)

The City of Lodi proposes to reconstruct Sacramento Street from Lodi Avenue to Oak Street. This will include new decorative and pedestrian friendly sidewalk improvements that will incorporate bow-outs at the intersections of Oak Street and Walnut Street, upgrading corner and midblock pedestrian walkways to meet American with Disabilities (ADA) Standards and enhanced accessibility. The project also will include decorative street lighting, signage, street furniture and landscaping improvements. No right-of-way is required.

CEQA COMPLIANCE (for State Projects only)

Based on an examination of this proposal, supporting information, and the following statements (See 14 CCR 15300 et seq.):

- If this project falls within exempt class 3, 4, 5, 6 or 11, it does not impact an environmental resource of hazardous or critical concern where designated, precisely mapped and officially adopted pursuant to law
- There will not be a substantial change in the use of the project area in the same place, over time.
- There is not a reasonable possibility that the project will result in a significant effect to unusual circumstances.
- This project does not damage a scenic resource within an officially designated state scenic highway
- This project is not located on a site included on any list compiled pursuant to Govt. Code § 65962.5 ("Cortese List").
- This project does not cause a substantial adverse change in the significance of a historical resource.

Not applicable

CALTRANS CEQA DETERMINATION (Check one)

Exempt by Statute. (PRC 21080[b]; 14 CCR 15260 et seq.)

Based on an examination of this proposal, supporting information, and the above statements, the project is:

- Categorically Exempt Class _____. (PRC 21084; 14 CCR 15300 et seq.)
- Categorically Exempt. General Rule exemption. [This project does not fall within an exempt class, but it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment (CCR 15061[b][3])]

Print Name: Environmental Branch Chief

Print Name: Project Manager/DLA Engineer

Signature

Date

Signature

Date

NEPA COMPLIANCE

In accordance with 23 CFR 771.117, and based on an examination of this proposal and supporting information, the State has determined that this project:

- does not individually or cumulatively have a significant impact on the environment as defined by NEPA and is excluded from the requirements to prepare an Environmental Assessment (EA) or Environmental Impact Statement (EIS), and
- has considered unusual circumstances pursuant to 23 CFR 771.117(b) (<http://www.fhwa.dot.gov/hep/23cfr771.htm> - sec.771.117).

In non-attainment or maintenance areas for Federal air quality standards, the project is either exempt from all conformity requirements, or conformity analysis has been completed pursuant to 42 USC 7506(c) and 40 CFR 93.126, 40 CFR 93.127, 40 CFR 93.128.

CALTRANS NEPA DETERMINATION (Check one)

23 USC 326: The State has been assigned, and hereby certifies that it has carried out, the responsibility to make this determination pursuant to Chapter 3 of Title 23, United States Code, Section 326 and a Memorandum of Understanding (MOU) dated June 7, 2010, executed between the FHWA and the State. The State has determined that the project is a Categorical Exclusion under:

- ↓ 23 CFR 771.117(c): activity (c) ()
- 23 CFR 771.117(d): activity (d) (L)
- Activity ____ listed in Appendix A of the MOU between FHWA and the State

23 USC 327: Based on an examination of this proposal and supporting information, the State has determined that the project is a CE under 23 USC 327.

Julie Myrah

for: Parminder Singh

Print Name: Environmental Branch Chief

Print Name: Project Manager/DLA Engineer

Signature

Date

Signature

Date

Date of Categorical Exclusion Checklist completion: 4/12/13 Date of ECR or equivalent: 4/12/13

Briefly list environmental commitments on continuation sheet. Reference additional information, as appropriate (e.g., air quality studies, documentation of conformity exemption, FHWA conformity determination if 23 USC 327 project; §106 commitments, §4(f), §7 results; Wetlands Finding; Floodplain Finding; additional studies; and design conditions)

FILED

ASSESSOR-REGISTRAR
COUNTY CLERK
RECORDS & ADMINISTRATION

2013 APR 23 AM 8:39

SAN JOAQUIN COUNTY

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: San Joaquin
44 North San Joaquin St, Suite 260
Stockton, CA 95201-1968

From: (Public Agency): City of Lodi
221 West Pine Street
Lodi, CA 95240

(Address)



Project Title: Sacramento Street Pedestrian Enhancements and Beautification Project.

Project Applicant: City of Lodi, Public Works Department

Project Location - Specific:

Township 3 North, Range 6 East, Mount Diablo Basin & Meridian. Lat. 38.1311, Lon. -121.2725

Project Location - City: Lodi Project Location - County: San Joaquin County

Description of Nature, Purpose and Beneficiaries of Project:

The project consists of reconstruction of Sacramento Street from Lodi Avenue to Oak Street. Existing pavement has extensive cracks and is past its service life. The proposed project intends to improve the surface quality of the roadway and enhance safety for both vehicles and pedestrians.

Name of Public Agency Approving Project: City of Lodi, Public Works Department

Name of Person or Agency Carrying Out Project: City of Lodi Public Works Department

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Existing Facilities. Section 15301, Class 4C
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

The proposed project is categorically exempt under Section 15301(C) of the State CEQA Guidelines. It is a repair, maintenance and restoration of an existing public street involving no expansion of use.

Lead Agency
Contact Person: Konradt Bartlam Area Code/Telephone/Extension: 209-333-6711

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature:  Date: 4-22-13 Title: Com. Development Dir.

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: APR 23 2013

RESOLUTION NO. 2013-103

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SAN JOAQUIN REGIONAL CONSERVATION CORPS FOR LANDSCAPING FOR SACRAMENTO STREET PEDESTRIAN ENHANCEMENTS AND BEAUTIFICATION PROJECT AND AMENDING TRAFFIC RESOLUTION NO. 97-148 BY APPROVING MULTI-WAY STOP CONTROLS AT WALNUT STREET AND SACRAMENTO STREET

WHEREAS, the Sacramento Street Pedestrian Enhancements and Beautification Project is utilizing Federal Transportation Enhancement funding. Consistent with SB 286 and current State Transportation Improvement Program guidelines, projects competing for these funds receive priority for allocation if they utilize the services of Regional Conservation Corps; and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional Services Agreement with the San Joaquin Regional Conservation Corps for project landscaping in the amount of \$22,700; and

WHEREAS, the Sacramento Street Pedestrian Enhancements and Beautification Project also includes the installation of multi-way stop controls at Walnut Street and Sacramento Street to improve pedestrian safety and comfort at that location. The intersection is currently a four-way intersection with stop controls on Walnut Street only; and

WHEREAS, the intersection does not meet Caltrans guidelines for considering a multi-way stop control due to low accident frequency and overall traffic volumes; however, based on the desire to enhance pedestrian traffic along Sacramento Street, staff does not object to the installation of a multi-way stop at this intersection.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with San Joaquin Regional Conservation Corps for landscaping for the Sacramento Street Pedestrian Enhancements and Beautification Project in the amount of \$22,700; and

BE IT FURTHER RESOLVED that the City Council does hereby approve amending Traffic Resolution No. 97-148 by installing multi-way stop controls at Walnut Street and Sacramento Street; and

BE IT FURTHER RESOLVED that City of Lodi Traffic Resolution No. 97-148, Section 2(C)(1) "Multi-Way Stop Intersections," is hereby amended by installing multi-way stop controls at Walnut Street and Sacramento Street.

Dated: June 19, 2013

I hereby certify that Resolution No. 2013-103 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 19, 2013, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk