



CITY OF LODI
COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for ADA Improvement Project Phase 3 – Church Street Parking Lots to MCI Engineering, of Stockton (\$278,926.32) and Appropriating Funds (\$47,000)
MEETING DATE: May 7, 2014
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for ADA Improvement Project Phase 3 – Church Street Parking Lots to MCI Engineering, of Stockton, in the amount of \$278,926.32, and appropriating funds in the amount of \$47,000.

BACKGROUND INFORMATION: The project consists of reconstructing two City parking lots located at 10 and 30 South Church Street (32,000 square feet) with asphalt concrete pavement, installation of disabled access parking stalls, replacing 19 trees, and other incidental and related work, all as shown on the plans and specifications for the project. The improvements are shown on Exhibit A.

The existing parking lots are in poor condition, with uneven pavement and concrete walkways damaged primarily by overgrown tree roots inside the parking area. The surface damage poses a tripping hazard for pedestrians and impacts ADA access.

The existing trees will be removed and replaced by Chinese Pistachio tree. Chinese Pistachio has a large canopy and fewer surface root issues, making it suitable for parking lot planting. New drought-tolerant plants will be planted in the landscape area to improve esthetics.

New energy-efficient LED lighting, funded through the City’s Public Benefit Fund, will be installed to reduce energy costs and to provide improved security.

Three new ADA-compliant parking stalls will be constructed, in addition to repairing damaged sidewalk on Church Street. The improvements, which will improve ADA access and reduce trip hazards, are consistent with the City-Wide ADA Transition Plan (February 2011).

Plans and specifications for this project were approved on March 5, 2014. The City received the following seven bids for this project on April 10, 2014. MCI Engineering has signed the required Local Hire forms and will conform to the requirements.

Table with 3 columns: Bidder, Location, Bid. Rows include Engineer's Estimate, MCI Engineering, A.M. Stephens Construction, Robert Burns Construction, Martin General Engineering, George Reed, Inc., American Asphalt, and California Pavement Maintenance.

APPROVED: [Signature]
Stephen Schwabauer, Interim City Manager

The project total of \$348,000 covers the contract, engineering, inspection and project contingencies.

**FISCAL IMPACT:** The proposed improvements will decrease maintenance and lighting costs, and reduce the City's exposure to trip-and-fall claims.

**FUNDING AVAILABLE:**

Community Development Block Grant (4591302)	\$116,000
2013/14 General Fund Capital (1211047)	\$150,000
EUD Public Benefit Fund (164605.8098)	\$35,000

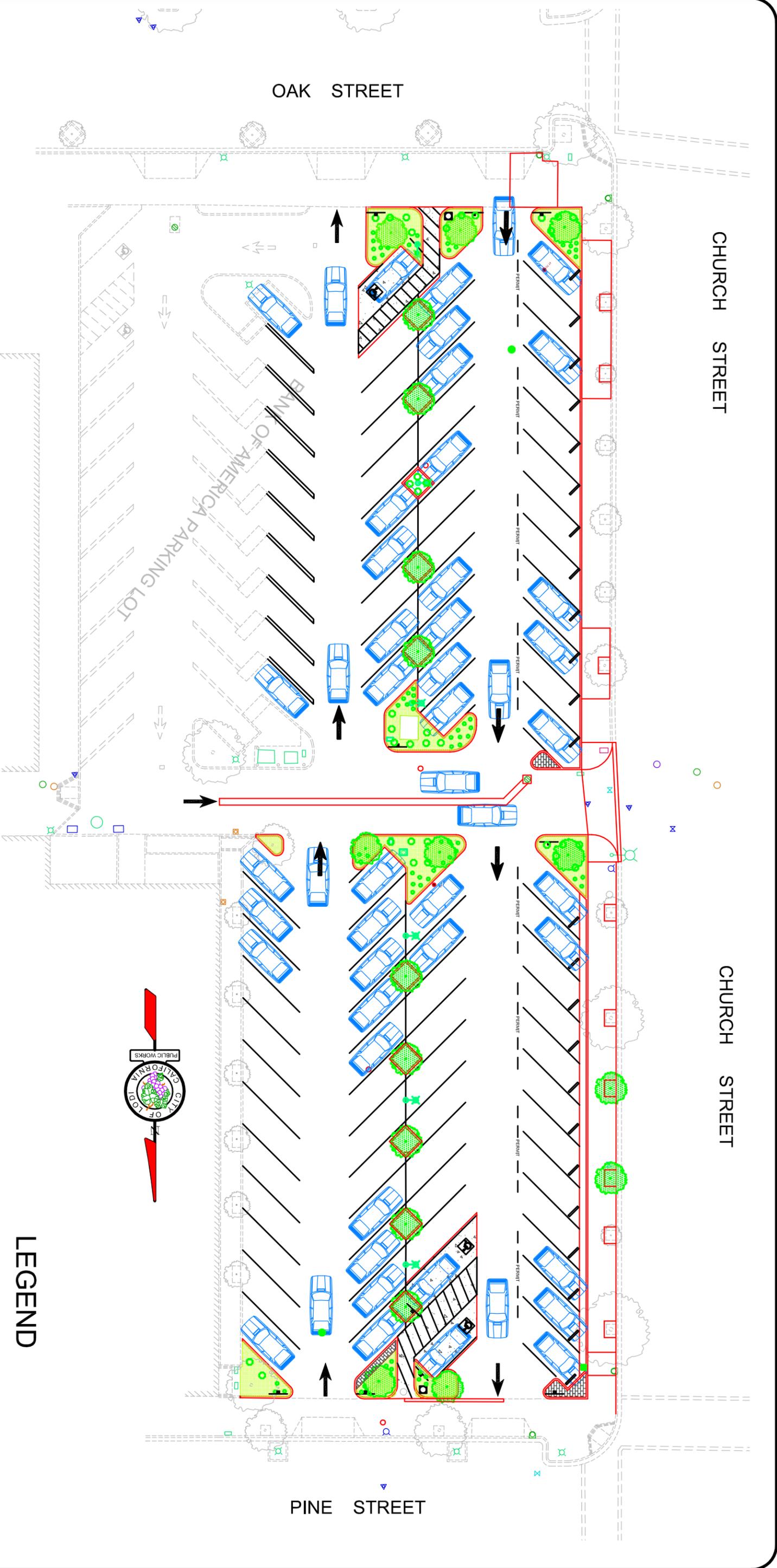
Requested Appropriation

General Fund Capital (1211047)	\$47,000
Project Total:	\$348,000

  
\_\_\_\_\_  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
\_\_\_\_\_  
F. Wally Sandelin  
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer  
FWS/LC/pmf  
cc: Electric Utility Director  
Neighborhood Services Manager  
City Engineer/Deputy Public Works Director  
Senior Civil Engineer  
Management Analyst Areida-Yadav  
MCI Engineering



EXISTING PARKING STALLS: 87  
 PROPOSED PARKING STALLS :79  
 TOTAL PARKING STALLS (INCLUDING BOA):110  
 ADA PARKING STALLS REQUIRED: 5  
 ADA PARKING STALLS PROVIDED: 5 (2 VAN ACCESSIBLE)  
 REMOVE 19 EXISTING TREES  
 PLANT 19 NEW TREES

**LEGEND**

-  PROPOSED TREE
-  EXISTING TREE TO REMAIN
-  PROPOSED LANDSCAPE AREA

NO.	DATE	BY	DESIGN	SCALE	JOB NUMBER
			DATE	1" = 30'	
		CHECKED		APPROVED	
		RECORD DWG		DEPUTY PUBLIC WORKS DIRECTOR ROE NO. 52842	DATE
			 CITY OF LODI PUBLIC WORKS DEPARTMENT		CHURCH ST PARKING LOTS 10 AND 30 S CHURCH ST
					<b>EXHIBIT A</b>

**ADA IMPROVEMENTS PROJECT PHASE 3  
DOWNTOWN PARKING LOTS  
10 and 30 South Church Street**

**CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and MCI ENGINEERING, 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	The May 2006 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	
Plans	

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 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 Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, 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:

Perform the work necessary to reconstruct two City parking lots (32,000 square feet) with asphalt concrete pavement, install handicap-accessible parking stalls, plant 19 trees, and other incidental and related work, all as shown on the plans and specifications for "ADA Improvements Phase 3 – Downtown Parking Lots, 10 and 30 South Church Street".

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Traffic Control	LS	1	\$ 9,700.00	\$ 9,700.00
2.	Clearing and Grubbing	LS	1	\$ 29,000.00	\$29,000.00
3.	Storm Water Pollution Control	LS	1	\$ 2,350.00	\$ 2,350.00
4.	Compact Original Ground	SF	31,830	\$ 0.55	\$17,506.50
5.	Concrete Subgrade Compaction	SF	4,802	\$ 2.31	\$11,092.62
6.	Asphalt Concrete	TON	825	\$ 92.39	\$76,221.75
7.	Concrete Curb	LF	1,073	\$ 20.65	\$22,157.45
8.	Concrete Curb with Gutter	LF	146	\$ 31.00	\$ 4,526.00
9.	Concrete Valley Gutter	LF	96	\$ 36.00	\$ 3,456.00
10.	Concrete Parking Stall (ADA)	SF	1,261	\$ 6.00	\$ 7,566.00

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
11.	Concrete Sidewalk	SF	2,270	\$ 4.00	\$ 9,080.00
12.	Concrete Alley Approach	SF	369	\$ 11.00	\$ 4,059.00
13.	Install 12-Inch Storm Drain	LF	146	\$ 53.00	\$ 7,738.00
14.	Install Drop Inlet Catch Basin	EA	3	\$ 1,650.00	\$ 4,950.00
15.	Adjust Drop Inlet Catch Basin to Grade	EA	1	\$ 310.00	\$ 310.00
16.	Furnish Water Valve Frame and Cover	EA	1	\$ 250.00	\$ 250.00
17.	Adjust Utility Frame and Cover to Grade	EA	7	\$ 310.00	\$ 2,170.00
18.	Tree Planting	EA	19	\$ 85.00	\$ 1,615.00
19.	Striping	LS	1	\$ 1,113.00	\$ 1,113.00
20.	Furnish and Install Sign Post	EA	10	\$ 100.00	\$ 1,000.00
21.	Furnish and Install ADA Signs	LS	1	\$ 500.00	\$ 500.00
22.	Furnish and Install Concrete Bumper	EA	28	\$ 45.00	\$ 1,260.00
23.	Furnish and Install Parking Lot Lights	LS	1	\$ 32,696.00	\$32,696.00
24.	Landscaping	LS	1	\$ 27,409.00	\$27,409.00
25.	Relocate Trash Receptacle	EA	3	\$ 400.00	\$ 1,200.00
TOTAL					\$ 278,926.32

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 within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **30 WORKING 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 AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. 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: \_\_\_\_\_

Stephen Schwabauer  
Interim City Manager

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

Date: \_\_\_\_\_

Attest

\_\_\_\_\_

Title

\_\_\_\_\_

City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_

Janice D. Magdich  
Interim 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: 4/14/2014  
 4. DEPARTMENT/DIVISION: Public Works

**6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1211		3205	Fund Balance	\$ 47,000.00
B. USE OF FINANCING	1211	1211047	1825.2300	Downtown Parking Lots	\$ 47,000.00

**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.

Contract with MCI Engineering for the ADA Improvement Phase 3 - Church Street Parking Lots 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: Swamy Sandehi

**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. 2014-74

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT FOR THE AMERICANS WITH DISABILITIES ACT IMPROVEMENT PROJECT PHASE 3 – CHURCH STREET PARKING LOTS 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 April 10, 2014, at 11:00 a.m., for the Americans with Disabilities Act (ADA) Improvement Project Phase 3 – Church Street Parking Lots, described in the plans and specifications therefore approved by the City Council on March 5, 2014; and

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

<b>Bidder</b>	<b>Bid</b>
MCI Engineering	\$ 278,926.32
A.M. Stephens Construction	\$ 288,186.78
Robert Burns Construction	\$ 294,412.10
Martin General Engineering	\$ 310,579.55
George Reed, Inc.	\$ 321,244.00
American Asphalt	\$ 327,404.00
California Pavement Maintenance	\$ 368,985.52

WHEREAS, the low bidder, MCI Engineering, has signed the required Local Hire forms and will conform to the requirements; and

WHEREAS, staff recommends awarding the contract for the ADA Improvement Project Phase 3 – Church Street Parking Lots, to the low bidder, MCI Engineering, of Stockton, California, in the amount of \$278,926.32.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the ADA Improvement Project Phase 3 – Church Street Parking Lots, to the low bidder, MCI Engineering, of Stockton, California, in the amount of \$278,926.32; 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 \$47,000 be appropriated for the project from the General Fund Capital account.

Dated: May 7, 2014

I hereby certify that Resolution No. 2014-74 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 7, 2014, by the following vote:

- AYES: COUNCIL MEMBERS – Hansen, Johnson, Mounce, and Mayor Katakian
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – Nakanishi
- ABSTAIN: COUNCIL MEMBERS – None

  
 RANDI JOEHL-OLSON  
 City Clerk

CITY COUNCIL

PHIL KATZAKIAN, Mayor  
LARRY D. HANSEN,  
Mayor Pro Tempore  
BOB JOHNSON  
JOANNE L. MOUNCE  
ALAN NAKANISHI

# CITY OF LODI

## PUBLIC WORKS DEPARTMENT

CITY HALL, 221 WEST PINE STREET  
P.O. BOX 3006  
LODI, CALIFORNIA 95241-1910  
(209) 333-6706  
FAX (209) 333-6710  
EMAIL [pwdept@lodi.gov](mailto:pwdept@lodi.gov)  
<http://www.lodi.gov>

STEPHEN SCHWABAUER  
Interim City Manager  
RANDI JOHL-OLSON  
City Clerk  
JANICE D. MAGDICH  
Interim City Attorney  
F. WALLY SANDELIN  
Public Works Director

May 1, 2014

MCI Engineering, Inc.  
7207 Murray Drive  
Stockton, CA 95210

**SUBJECT: Adopt Resolution Awarding Contract for ADA Improvement Project Phase 3  
– Church Street Parking Lots to MCI Engineering, of Stockton  
(\$278,926.32) and Appropriating Funds (\$47,000)**

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, May 7, 2014. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the consent calendar and is usually not discussed unless a Council Member requests discussion. The public is given an opportunity to address items on the consent calendar at the appropriate time.

If you wish to write to the City Council, please address your letter to City Council, City of Lodi, P. O. Box 3006, Lodi, California, 95241-1910. Be sure to allow time for the mail. Or, you may hand-deliver the letter to City Hall, 221 West Pine Street.

If you wish to address the Council at the Council Meeting, be sure to fill out a speaker's card (available at the Carnegie Forum immediately prior to the start of the meeting) and give it to the City Clerk. If you have any questions about communicating with the Council, please contact Randi Johl, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Lyman Chang, Senior Civil Engineer, at (209) 333-6800, extension 2665.



for: F. Wally Sandelin  
Public Works Director

FWS/pmf

Enclosure

cc: City Clerk