

ITEM 4.10

CITY MANAGER'S REPORT SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE CITY'S MUNICIPAL CORPORATION YARD IMPROVEMENTS CIP GG 21-13

RECOMMENDATION: Adopt Resolution Approving a Professional Consulting Services Agreement with LDA Partners, Inc. to provide Design Engineering Services for the City's Municipal Corporation Yard Improvements CIP GG 21-13

SUMMARY:

The City's Municipal Corporation Yard (Corp Yard) is essential for the ongoing operation and maintenance of City infrastructure, including the Louise Avenue Water Treatment Facility (LAWTF). The Corp Yard needs improvement in order to keep up with recent and planned growth and to comply with new regulatory requirements associated with the America's Water Infrastructure Act (AWIA).

In order to move forward with the project, professional consulting services are needed to assist with the planning and designing of Corp Yard improvements. Staff solicited and received a proposal from LDA Partner, Inc. (LDA) to provide design services for a cost not to exceed \$131,000. After the design is completed, staff will return to Council to request approval of a construction contract.

Staff is requesting City Council approve a Professional Consulting Services Agreement with LDA for a cost not to exceed \$131,000. Sufficient funds have been allocated in the adopted Fiscal Year 2021/22 Budget.

BACKGROUND:

The Corp Yard is an approximately 10-acre site located at 2112 East Louise Avenue and is essential for the ongoing operation and maintenance of the City. This facility houses the Louise Avenue Water Treatment Facility (LAWTF), provides office space for staff, storage for material and equipment, enable compliance with regulatory programs and has the ability to operate as a command center in the event of an emergency.

On April 12, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-13 City's Municipal Corporation Yard Improvements. The project will construct additional office space, security upgrades, a material handling site, storage racks and additional asphalt pavement.

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APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH
LDA PARTNERS, INC. FOR THE CITY'S MUNICIPAL CORPORATION YARD
IMPROVEMENTS CIP GG 21-13

Staff solicited and received a proposal from LDA Partner, Inc. (LDA) to provide schematic / design development documents and prepare construction plans that will include architectural, structural, electrical, mechanical and plumbing engineering for the City's Municipal Corporation Yard Improvements project. LDA's scope of work also includes support during construction phase by responding to Request for Information (RFIs), reviewing potential change orders, punch-list and project closeout. LDA will also provide a conceptual design for a new fleet maintenance facility and façade improvements to the existing Corporation Yard building.

Staff is requesting City Council approve a Professional Consulting Services Agreement with LDA for a cost not to exceed \$131,000.

REASON FOR RECOMMENDATION:

Approval of the Professional Consulting Services Agreement with LDA will allow staff to move forward with the design phase and construction plans for the Corporation Yard site, operations building and the administration facility to include new offices and public counter space.

Staff will return to Council prior to awarding a construction contract.

FISCAL IMPACT:

The cost of the Professional Consulting Services Agreement with LDA is not to exceed \$131,000. Sufficient funds have been allocated at the creation of the CIP GG 21-13 to support the cost of the Professional Consulting Services Agreement with LDA.

ATTACHMENTS:

- A. Resolution Approving a Professional Consulting Services Agreement with LDA Partners, Inc. to provide Design Engineering Services for the City's Municipal Corporation Yard Improvements CIP GG 21-13
- B. Professional Consulting Services Agreement with LDA Partners, Inc. to provide Design Engineering Services for the City's Municipal Corporation Yard Improvements CIP GG 21-13

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APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH
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IMPROVEMENTS CIP GG 21-13

APPROVALS:



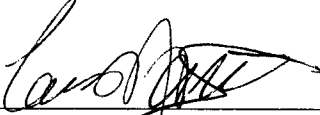
Angel Abarca
Assistant Engineer

8/25/2021
Date




Michael King
Director of Public Works

8.25.2021
Date



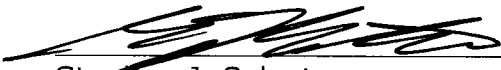
Cari James
Finance & Administrative
Services Director

8/30/2021
Date



Salvador Navarrete
City Attorney

8.26.2021
Date



Stephen J. Salvatore
City Manager

9.7.21
Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH LDA PARTNERS, INC. TO PROVIDE DESIGN ENGINEERING SERVICES FOR THE CITY'S MUNICIPAL CORPORATION YARD IMPROVEMENTS CIP GG 21-13

WHEREAS, on April 12, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-13 City's Municipal Corporation Yard Improvements; and

WHEREAS, the project will construct additional office space, security upgrades, a material handling site, storage racks and additional asphalt pavement; and

WHEREAS, in order to move forward with the design phase, professional consulting services are needed to assist with the planning and designing of these improvements; and

WHEREAS, staff solicited and received a proposal from LDA Partner, Inc. (LDA) to provide schematic / design development documents and prepare construction plans that will include architectural, structural, electrical, mechanical and plumbing engineering for the City's Municipal Corporation Yard Improvements project; and

WHEREAS, LDA's scope of work also includes support during construction phase by responding to Request for Information (RFIs), reviewing potential change orders, punch-list and project closeout; and

WHEREAS, LDA will also provide a conceptual design for a new fleet maintenance facility and façade improvements to the existing Corporation Yard building; and

WHEREAS, staff is requesting City Council approve a Professional Consulting Services Agreement with LDA for a cost not to exceed \$131,000; and

WHEREAS, sufficient funds have been allocated at the creation of the CIP GG 21-13 to support the cost of the Professional Consulting Services Agreement with LDA.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a Professional Consulting Services Agreement with LDA Partners, Inc. to provide Design Engineering Services for the City's Municipal Corporation Yard Improvements CIP GG 21-13 for an amount not to exceed \$131,000.

The foregoing resolution was passed and adopted this 13th day of September 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

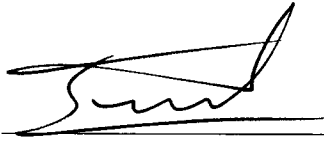
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH LDA PARTNERS, INC.

TO PERFORM DESIGN ENGINEERING SERVICES FOR THE CITY'S MUNICIPAL CORPORATION YARD – CIP GG 21-13

THIS AGREEMENT, dated for convenience this 13th day of **September 2021**, is by and between **LDA Partners, Inc.** (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such Professional Consulting Services, as hereinafter defined, on the following terms and conditions;

NOW, THEREFORE, CONSULTANT and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit “A” and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction. 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 of in advance and in writing, by the CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$131,000.00**, for the Professional Consulting Services set forth in Exhibit “A”. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit “A”, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’s authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **September 13th, 2021**, and it shall terminate no later than **June 30, 2022**.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONSULTANT is responsible for controlling the means and methods to complete the scope of work described in Exhibit “A” to City’s satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

CONSULTANT 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. CONSULTANT’S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement. CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

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

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT 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 the requirement. CONSULTANT further

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agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT’s capabilities and on the qualifications of CONSULTANT’s principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT’s Authorized Representative: **Eric Wohle**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative, 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 CONSULTANT of any changes of CONSULTANT’s project staff prior to any change.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY’S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY’S authorized representative.

(10) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers’ Compensation. CONSULTANT shall, at CONSULTANT’S sole cost and expense, maintain Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers’ Compensation Insurance and Employer’s Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

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- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT’S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider’s general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best’s rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

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(c) Professional Liability. CONSULTANT, at CONSULTANT’S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals’ errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT’S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY’s authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY’s authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related

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investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT’S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;

 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT’S breach.

(11) Indemnification - CONSULTANT’S Responsibility

As to the CONSULTANT’S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform. Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT’S profession. CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements

required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(13) Business Licenses

CONSULTANT shall obtain and maintain a CITY of Lathrop Business License until all Agreement services are rendered and accepted by the CITY.

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(16) Notices

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

To City: City of Lathrop
City Clerk
390 Towne Centre
Lathrop, CA 95330

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Copy to: City of Lathrop
Department of Public Works
390 Towne Centre
Lathrop, CA 95330
MAIN: (209) 941-7430
FAX: (209) 941-7449

To Consultant: LDA Partners, Inc.
222 Central Court
Stockton, CA 95204
Phone: (209) 943-0405

(17) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) 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 attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

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- (j) 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 the CITY. Upon CITY’s request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT’s regular business hours.
- (k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (q) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney’s fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written “Notice to Proceed” from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(19) Signatures

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE CITY'S MUNICIPAL CORPORATION YARD – CIP GG 21-13

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

8-26-2021

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

LDA Partners, Inc.
222 Central Court
Stockton, CA 95204

Fed ID # _____

Business License # _____

Signature

Date

Print Name and Title



12 July 2021

Mr. Ken Reed
Senior Construction Manager
City of Lathrop
390 Towne Centre Dr.
Lathrop, CA 95330

Re: City of Lathrop – Public Works Corporation Yard Improvements

Dear Mr. Reed:

Thank you for the opportunity to submit the enclosed proposal for City of Lathrop, Public Works Corporation Yard expansion, located on Louise Avenue in Lathrop, CA.

Project Scope

The following represents our understanding of the project:

Renovations to the existing crew areas of the existing corporation yard building to include

- Expanded locker room facilities
- Title 24 Access Improvements
- Per our conversations it is the intention to prepare and submit separate design packages for the Site, Parks/ Operations Building, and the Administration Building.
- New Offices and public counter
- Façade Improvements to the existing Corporation Yard Building

Additionally, the following design services are included

- Conceptual design for a new fleet maintenance facility

Scope of Work

1. Prepare Schematic and Design Development documents outlining the intent and overall Scope of Work for the various portions of the project for City review and comment.
2. Upon approval of design development, prepare construction documents for bid.
3. Prepare construction documents for submission to City of Lathrop Building Department.
4. Construction Documents will include:
 - a. Architectural Design
 - b. Structural Design, exclusive of metal building calculations and reactions
 - c. Electrical Engineering Design
 - d. Mechanical & Plumbing engineering and design
5. Support during the Construction Phase to include:
 - Review/respond to RFI's
 - Submittal review
 - Review Potential Change Orders
 - Issue any RFIs or Construction Bulletins if necessary
 - Punchlist / Project Closeout

6. Construction Administration Services to include up to 100 hours.

Our services will not include:

1. Site utility investigation or potholing to determine location and/or elevation of underground utilities. We anticipate relying on information to be provided by the SJDC for all existing utilities and boundary information.
2. Geotechnical testing, reports, and investigations.
3. Planning Department Submittal
4. Civil Engineering
5. Landscape Architecture
6. All reproduction costs
7. Any fees required by this work.
8. Full offsite improvements or easement acquisition.
9. Storm Water Quality Control Plan
10. Public plan and profile
11. Site QSD/ QSP services
12. The design, engineering, and preparation of construction documents for any fire protection system, etc. (Assumed to be design-build)
13. Revisions to conceptual plans, design development drawings, or construction documents, beyond the initial revisions contemplated herein. Any revisions beyond those contemplated will be performed on an hourly basis, in accordance with the schedule listed herein.
14. The Architect cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.
15. The Architect will not be providing inspections or testing before, during or after construction.
16. Asbestos and/or hazardous materials surveys and/or removal of asbestos or other hazardous materials.
17. Additional services beyond those listed herein.
18. Construction administration services beyond those listed herein (Additional services to be billed hourly)
19. Additional services caused by project delays or interruption, or those listed herein.
20. Additional services caused by Contractor errors or default in executing the construction project in a proper or timely manner.
21. Non-Code related Signage.
22. LEED documentation or design.
23. Design of communication tower.
24. Detailed material take-offs and costs estimates.
25. Completion of NRCA and NRCX forms.
26. Title Reports and supplemental documentation
27. Pot-holing costs if required to identify location of existing utilities
28. Planning and environmental studies, applications or permitting with local, state and federal agencies
29. Encroachment Permit Fees and/or Processing.
30. Joint Trench Plans/Dry Utility Design/Underground Electrical Design/Site Lighting Design/Gas Design
31. Flow and pressure tests on existing water system and/or fire hydrants
32. Design of Cathodic Protection.
33. Off-Site Analysis or Capacity Verification and/or Design of Storm, Sewer, or Water Utilities.
34. Fire Sprinkler Design/Booster Pump Design.
35. Pump Station Design/Plans
36. Construction Noise Management Plan.
37. Grading and Earthwork Design and Quantity Calculations associated with Soil Contamination/ Remediation.
38. Construction staking, inspection, observation, and reports
39. Dust Control/Air Quality Control.
40. Construction and Demolition Debris Recycling Statement and Recycling Summary Report.
41. Notice of Termination preparation (NOT).

The above services will be performed for a fixed fee as follows:

Proposed Fee Schedule

Schematic Design:	\$12,500
Design Development:	\$23,500
Construction Documents:	\$50,000
Construction Administration:	\$15,000
Conceptual Design for future Fleet Facility:	\$22,500
Reimbursable Allowance:	\$7,500
Total:	\$131,000

Reimbursable Expenses

Reimbursable expenses are in addition to the compensation for basic services and shall include the actual expenditures made by the Architect and their employees and consultants in the interest of the project, at cost plus 10%, which are itemized as follows:

- Reproduction Costs
- Shipping/Postage
- Telephone Charges
- Computer Plotting
- Mileage/Travel

Architectural Hourly Rates

Principal Architect:	\$200.00/hour
Project Architect/Manager:	\$175.00/hour
Project Designer/Planner:	\$165.00/hour
Draftsperson:	\$135.00/hour
Clerical/Staff:	\$ 75.00/hour

Items not included within this Scope of Work will be performed upon written direction from the City of Lathrop and shall be billed hourly in accordance with the aforementioned schedule.

Should the project be terminated, the Architect shall be compensated for all services performed to date. All work will be billed on a monthly basis for service performed to date. All monthly billings not paid within 60 days shall be considered past due, and shall accrue interest from the 61st day at a rate of 1-1/2% per month or 18% per annum. The Architect, may at his discretion terminate services if payments are not made within 60 days. Changes to the scope of work shall be subject to renegotiation. This proposal is subject to renegotiation if not agreed upon within sixty (60) days.

The Client agrees to defend, indemnify, and hold the Architect, his employees, and consultants harmless from any claim or third party claim related to services for the investigation of or remedial work related to asbestos, toxic, hazardous, and/or dangerous materials resulting from the services provided by the Architect pursuant to this Agreement.

Services provided by the Architect and his Consultants will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834

The Americans with Disabilities Act is Federal legislation, not building code. The law provides for the enforcement through either private lawsuits or Justice Department action. Therefore, the compliance with the ADA is a legal matter, not a design responsibility. The design professional will endeavor to assist the College in their responsibility to comply with the requirements of the ADA throughout the design of the facility through California Title 24. However, the design professional is not responsible for failure to comply with these regulations.

Should any litigation be commenced between the parties hereto concerning any provision of this Agreement or the rights and obligations of either in relation thereto, the party, the Owner, or the Architect, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees and court costs as incurred in such litigation, as determined by a court of competent jurisdiction.

If this proposal is acceptable, please initiate your Standard Form Contract for review and execution. Thank you for your interest in our firm for your project. If you have any questions, please let me know.

Cordially,

A handwritten signature in black ink, appearing to read 'Eric Wohle', written in a cursive style.

Eric W. Wohle, A.I.A., LEED ap
President
LDA Partners, Inc.