

ITEM 4.8

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

ITEM: APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ON-CALL GIS SERVICES WITH CONDOR EARTH TECHNOLOGIES, INC. AND A RELATED BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution Approving a Professional Consulting Services Agreement with Condor Earth Technologies, Inc. to provide On-Call GIS Services and a Related Budget Amendment

SUMMARY:

The Land Development Division within the Public Works Department is responsible for processing all residential, commercial, and industrial development projects. The City continues to experience rapid growth over the past few years, even during the recent pandemic, and the increase in construction and development projects has remained steady.

While City staff perform the key tasks related to processing land development projects, specialized consultant services are needed to complete Geographical Information System (GIS) electronic data conversion tasks. GIS locates, displays and describes all infrastructure within the City to support maintenance and future development as well as utility modelling.

Staff is requesting City Council approval of a Professional Consulting Services Agreement with Condor Earth Technologies, Inc. (Condor) to provide On-Call GIS Services on a time and materials basis for a cost not to exceed \$100,000 for each year for a total amount of \$200,000 and a Related Budget Amendment. The cost to perform the GIS electronic data conversion tasks will be fully funded by the development at the time of acceptance of the public improvements and the costs for these services will only be paid if the revenue has been received.

BACKGROUND:

The City's GIS identifies the location and details of all components of infrastructure including, pipes, manholes, valves, hydrants, laterals, meters, pumps, and outfalls for storm water, sewer or water facilities. Each component is displayed on a satellite image in the exact location with details on material, age, size and type shown by clicking on a particular item. This information is critical for the maintenance and repair of the City's infrastructure as well as identification and modelling of utilities for new development.

**CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ON-
CALL GIS SERVICES WITH CONDOR EARTH TECHNOLOGIES, INC. AND A
RELATED BUDGET AMENDMENT**

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Upon acceptance of public improvements from new developments, the infrastructure needs to be added to the City's GIS. While City staff perform the key tasks related to processing land development projects, specialized consultant services are needed to complete Geographical Information System (GIS) electronic data conversion tasks.

Staff solicited and received a proposal from Condor to provide on-call GIS services on a time and materials basis for a cost not to exceed \$100,000 per fiscal year. The cost to perform the GIS electronic data conversion tasks will be fully funded by the development at the time of acceptance of the public improvements and the costs for these services will only be paid if the revenue has been received.

REASON FOR RECOMMENDATION:

Professional services for GIS electronic data conversion tasks are needed for the Land Development Division to keep up with the continued rapid growth over the past few years, and the increase in construction and development projects.

FISCAL IMPACT:

The cost for the agreement with Condor to perform the GIS electronic data conversion tasks is not to exceed \$200,000 and will be paid on a time and materials basis.

Sufficient funds were not allocated in fiscal years 21/22 & 22/23 and therefore, a budget amendment is required in the amount of \$200,000 from fund PW Land Development Professional Services (2020) as follows;

Increase Appropriation in fiscal year 21/22

2020-50-04-420-01-00 \$100,000

Increase Appropriation in fiscal year 22/23

2020-50-04-420-01-00 \$100,000

The cost to perform the GIS electronic data conversion tasks will be fully funded by the development at the time of acceptance of the public improvements and the costs for these services will only be paid if the revenue has been received.

ATTACHMENTS:

- A. Resolution Approving a Professional Consulting Services Agreement with Condor Earth Technologies, Inc. to provide On-Call GIS Services and Related Budget Amendment
- B. Professional Consulting Services Agreement with Condor Earth Technologies, Inc. to provide On-Call GIS Services

CITY MANAGER'S REPORT
SEPTEMBER 13, 2021 CITY COUNCIL REGULAR MEETING
**APPROVAL OF PROFESSIONAL CONSULTING SERVICES AGREEMENT FOR ON-
CALL GIS SERVICES WITH CONDOR EARTH TECHNOLOGIES, INC. AND A
RELATED BUDGET AMENDMENT**

APPROVALS:



Brad Taylor
Land Development Manager

9/1/2021

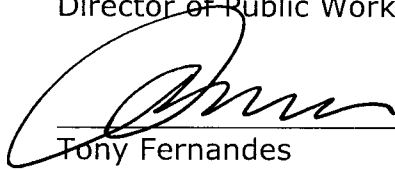
Date



Michael King
Director of Public Works

9-1-2021

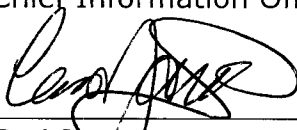
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Tony Fernandes
Chief Information Officer

9-1-2021

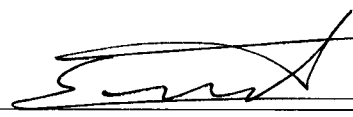
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Cari James
Finance & Administrative
Services Director

9-1-2021

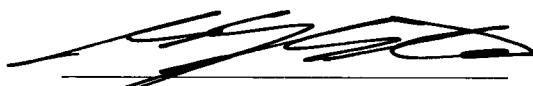
Date



Salvador Navarrete
City Attorney

9-1-2021

Date



Stephen J. Salvatore
City Manager

9.3.21

Date

RESOLUTION NO. 21-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH CONDOR EARTH TECHNOLOGIES, INC. TO PROVIDE ON-CALL GIS SERVICES AND A RELATED BUDGET AMENDMENT

WHEREAS, the Land Development Division within the Public Works Department is responsible for processing all residential, commercial, and industrial development projects; and

WHEREAS, the City continues to experience rapid growth over the past few years, even during the recent pandemic, and the increase in construction and development projects has remained steady; and

WHEREAS, upon acceptance of public improvements from new developments, the infrastructure needs to be added to the City's Geographical Information System (GIS); and

WHEREAS, while City staff perform the key tasks related to processing land development projects, specialized consultant services are needed to complete GIS electronic data conversion tasks; and

WHEREAS, staff solicited and received a proposal from Condor Earth Technologies, Inc. to provide on-call GIS services on a time and materials basis for a cost not to exceed \$100,000 per year; and

WHEREAS, the cost to perform the GIS electronic data conversion tasks will be fully funded by the development at the time of acceptance of the public improvements and the costs for these services will only be paid if the revenue has been received; and

WHEREAS, sufficient funds were not allocated in fiscal years 21/22 & 22/23 and therefore, a budget amendment is required in the amount of \$100,000 per year from fund PW Land Development Professional Services (2020) as follows:

Increase Appropriation in fiscal year 21/22
2020-50-04-420-01-00 \$100,000

Increase Appropriation in fiscal year 22/23
2020-50-04-420-01-00 \$100,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a Professional Consulting Services Agreement with Condor Earth Technologies, Inc. to provide On-Call GIS Services and will be paid on a time and material basis for an amount not to exceed \$100,000 per year.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize a budget amendment to the PW Land Development Professional Services (2020) as follows:

Increase Appropriation in fiscal year 21/22

2020-50-04-420-01-00 \$100,000

Increase Appropriation in fiscal year 22/23

2020-50-04-420-01-00 \$100,000

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

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN THE CITY OF LATHROP
AND CONDOR EARTH TECHNOLOGIES, INC.**

TO PROVIDE GIS ELECTRONIC DATA CONVERSION SUPPORT

THIS AGREEMENT, dated for convenience this 13th day of **September 2021**, is by and between Condor Earth Technologies, Inc. (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent provide GIS Electronic Data Conversion Support; and

WHEREAS, CONSULTANT was selected by the CITY as the most qualified to perform these services; and is specially trained, experienced, and competent to provide GIS Electronic Data Conversion Support; and

WHEREAS, CONSULTANT is willing to render such GIS Electronic Data Conversion Support services, as hereinafter defined, on the following terms and conditions; and

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

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform services in conformance with the scope of work submitted by the CONSULTANT, hereafter referred to as Exhibit “A” and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession, as stated in Article 11, and CITY’S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT on a time and expense reimbursement basis in accordance with Exhibit “A” up to a sum not to exceed \$100,000 for fiscal year 21/22 and \$100,000 for fiscal year 22/23, for a total agreement amount of **\$200,000** to provide GIS Electronic Data Conversion Support services as set forth in Exhibit “A” and incorporated herein by reference, notwithstanding any contrary indications which may be contained in CONSULTANT’S proposal. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below.

Compensation for any task must be equal or less than the percentage complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit “A”, Scope of Work, 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 material 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, 2023**.

(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. 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’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 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.

(7) Assignment of Personnel.

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, regardless of the reason, or the lack of a reason, according to the CITY’S request.

The services shall be performed by, or under the direct supervision of

CONSULTANT's Authorized Representative: **Brad Peterson**, CONSULTANT shall not replace its Authorized Representatives without the prior written approval by the CITY.

(8) 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 Public Works Director. 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 Public Works Director.

(9) 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, unless otherwise authorized by City. 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. Workers Compensation Insurance shall be provided as required by law, and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. 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.
- (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 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement.

CITY OF LATHROP – AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
CONDOR EARTH TECHNOLOGIES, INC. – GIS ELECTRONIC DATA CONVERSION SUPPORT

If a 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 additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including 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.
 - (v) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (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 One Million Dollars (\$1,000,000) 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, so long as commercially available at reasonable rates.

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's policies shall have self-insured retentions not exceeding \$100,000 except with concurrence of the CITY.
- (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, so long as commercially available at reasonable rates.
 - (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.

(10) 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, that (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 in accordance with the Standard of Care in Article 11.

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 in accordance with Article 11.

Pursuant to Civil Code 2782.2 CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, and agents 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, 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 or agents. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2782.8 of the California Civil Code. This agreement further clarifies that the duty to defend shall not be a duty to provide upfront defense. The duty shall be to provide reimbursement for defense costs incurred by City proportional to the extent that such cost are attributable to CONSULTANT's negligence. 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. Consultant will include these insurance provisions and indemnification in the sub-consultants contracts and shall have the sub-consultants provide the City with a Certificate of Insurance. Notwithstanding the foregoing, CONSULTANT's liability shall not exceed available insurance proceeds

(11) Standard of Care.

CONSULTANT agrees that, in connection with its services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CITY recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving.

While CONSULTANT will perform in reasonable accordance with standards in effect at the time its services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice. When the findings and recommendations of CONSULTANT are based on information supplied by CITY and others, CONSULTANT shall have the right to rely on the accuracy and completeness of such information.

No warranty or guarantee, express or implied, is made or intended by providing of

consulting services or by furnishing oral or written reports of the findings made.

(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, by signing this agreement CONSULTANT states 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 at any time for convenience upon thirty (30) days written notification to other party. In the event of termination, the CONSULTANT shall be entitled to compensation for services performed to the effective date of termination; provided, however, that the CITY may condition payment of such compensation upon CONSULTANT'S delivery to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or prepared by or for CONSULTANT or the CITY in connection with this Agreement.

(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. CONSULTANT shall not be required to provide services beyond available funding.

(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.

CITY OF LATHROP – AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
CONDOR EARTH TECHNOLOGIES, INC. – GIS ELECTRONIC DATA CONVERSION SUPPORT

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

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

Phone: (209) 941-7430

Fax: (209) 941-7449

To Consultant: Condor Earth Technologies, Inc.
21663 Brain Lane
Sonora, CA 95370
Phone: (209) 934-0518
Fax: (209) 234-0538

(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) 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. Definitions.
- (c) The definitions and terms are as defined in these specifications.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) Integration. This Agreement and any amendments hereto between

the parties constitute the entire Agreement between the parties concerning the Project and Work, there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

- (h) **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.
- (i) **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.
- (j) **Severability.** 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.
- (k) **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.
- (l) **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.
- (m) **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.
- (n) **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.
- (o) **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) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the any General Contractor retained by the CITY of its obligations, duties and responsibilities.

CITY agrees that the CITY, CONSULTANT and its sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor' general liability insurance policy and that a Waiver of Subrogation in favor of CONSULTANT will be provided under the General Contractor's Workers Compensation policy. CITY will require General Contractor to provide evidence of such insurance to CITY and CONSULTANT prior to General Contractor beginning work on the project.

(19) 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 insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the Notice to Proceed.

(20) CADD Documents.

Any Computer Aided Design and Drafting (CADD) documents, drawings and data files provided by CONSULTANT in an electronic format, on tape, computer disk or other electronic media, in accordance with the services covered by this Agreement or as a courtesy to CITY do not constitute the delivery of CONSULTANT's professional work product. Only the original paper prints constitute CONSULTANT'S professional work product. Because the electronic media may be damaged during transfer or altered, the paper prints shall control where there are any differences between the paper prints and the electronic media. CONSULTANT makes no warranties, either express or implied, of the merchantability, applicability, compatibility with CITY'S computer equipment or software, or fitness for any particular purpose for the electronic media or that the electronic media contain no defects or are virus free.

Modification or use by CITY of any documents or electronic media prepared by CONSULTANT for any purpose or project other than the project subject to this Agreement shall be at CITY'S sole risk. CITY agrees to indemnify and hold CONSULTANT harmless from any claims, damages, liabilities or costs, including attorneys' fees and costs of defense, arising from any reuse or modification of any documents or electronic media prepared by CONSULTANT without the prior written consent of CONSULTANT.

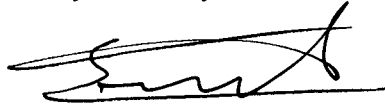
(21) Signatures.

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 – AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
CONDOR EARTH TECHNOLOGIES, INC. – GIS ELECTRONIC DATA CONVERSION SUPPORT

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

9-1-2021

Date

Recommended for Approval:

City of Lathrop
Public Works Director

Michael King

Date

City of Lathrop
Chief Information Officer

Tony Fernandes

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Condor Earth Technologies, Inc.
21663 Brain Lane
Sonora, CA 95370

Fed ID # 94-2908050
Lathrop Bus License #20535

Signature

Date

Ronald L. Skaggs, V.P. Engineering
Print Name, Title

CONDOR EARTH
21663 Brian Lane, P.O. Box 3905
Sonora, CA 95370
209.532.0361
Fax 209.532.0773
www.condorearth.com



Condor Proposal No. 7569L

August 18, 2021

Brad Taylor
Land Development Manager
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

**Subject: Proposal for CAD to GIS Electronic Data Conversion
City of Lathrop, California**

Dear Mr. Taylor,

Condor Earth (Condor) is pleased to present this Proposal to the City of Lathrop (City) to perform CAD to GIS data conversion for integration into the City's existing Enterprise Geodatabase. The work will be performed for past and future improvement projects in accordance with the City's GIS Data Standards.

SCOPE OF WORK (MEANS AND METHODS)

Condor will provide the following data conversion services.

- Condor will import the CAD data into ArcGIS and convert the various vector data (points, lines, and polygons) into the appropriate City provided datasets.
- Condor will then add specific attribute information per the City's requirements and standards for GIS data and based on available information supplied in the CAD file.
- Condor will also add additional attribute information requested by the City based on available information supplied in the CAD file.
- Condor will provide an additional QA/QC Flag dataset of potential errors and inconsistencies in the source CAD file for review by the City to assist in determining if the submitted CAD data is incomplete.

DELIVERABLE SCHEDULE AND FEES

Deliverables will be sent directly to the requested correspondent with the City or hand delivered on a portable USB drive if the file size exceeds file size limitations of either the City's or Condor's email server.


Individual cost estimates will be provided for each assignment from the City. Deliverable timeframes for each project will be determined and included in the individual cost estimates.

Condor will charge our professional service fees pursuant to our 2021 Schedule of Fees (attached). Fees will be subject to a 3 percent increase each year for the term of the contract beginning January 1, 2022. If you find this Proposal acceptable, Condor can provide these services in accordance with existing contract terms that have been previously negotiated and are in place with the City.

We appreciate the opportunity to present this Proposal and trust it will meet your needs. If you have any questions regarding the scope of work, or level of effort estimated, or assumptions presented in this Proposal, please do not hesitate to contact Jeremiah Wilson at 209.588.6298 or Brad Peterson at 209.536.7372.

Sincerely,
CONDOR EARTH

Jeremiah Wilson
Jeremiah Wilson
GIS Technician
Unmanned Aerial Systems Specialist


Brad Peterson
Project Director

Attachment:
Schedule of Fees

X:\Project\7000_prj\7569 City of Lathrop\7569L GIS Services\Contracts_Proposals_CEP 20210818 City of Lathrop Data Conversions.docx



**CONDOR EARTH
SCHEDULE OF FEES
2021**

<u>STAFF MEMBER</u>	<u>RATE PER HOUR (\$)</u>
PRINCIPALS/PROJECT MANAGEMENT	
Senior Principal	245.00
Principal Tunneling Consultant.....	235.00
Principal Engineer/Geologist.....	219.00
Project Director	209.00
Construction Manager	204.00
Project/Senior Manager.....	184.00
TECHNICAL	
Senior Geotechnical Engineer	209.00
Registered Geotechnical Engineer	199.00
Certified Hydrogeologist/Engineering Geologist.....	199.00
Senior Geologist/Engineer/Environmental Specialist	189.00
Senior Process Safety Management Specialist.....	179.00
Unmanned Aerial System (UAS) Specialist.....	153.00
GIS Programmer/Analyst	153.00
Process Safety Management Specialist	153.00
Resident Construction Inspector.....	153.00
Associate Geologist/Engineer/Environmental Specialist	153.00
Aboveground Storage Tank (AST) Certified Inspector.....	143.00
Staff Geologist/Engineer/Environmental Specialist.....	138.00
GIS Technician	128.00
Engineering Assistant.....	112.00
Senior Technician.....	107.00
Draftsperson	102.00
Technician	87.00
MATERIALS TESTING *	
MTSI Project/Laboratory Manager	128.00
Certified Welding Inspector	122.00
Special Inspector	102.00
Senior Materials Technician.....	97.00
Materials Technician	82.00
SUPPORT STAFF	
Senior Project Administrator.....	133.00
Administrative Specialist.....	107.00
Project Coordinator	107.00
Technical Editor	79.00
Administrative Assistant	73.00
MISCELLANEOUS	
Overtime (all Saturday work is overtime).....	(1.3 times rate)
Double-time (all Sundays and Holidays).....	(1.7 times rate)
Litigation Support.....	300.00 – 400.00

NON-LABOR CHARGES

Vehicle charge \$55 per day plus 50 cents per mile

Unit Charges per Condor Unit Fee Schedule

Billable Field Equipment per Condor Billable Field Equipment Schedule

Laboratory Charges per Condor Laboratory Fee Schedule

*A 2-hour minimum charge will be applied to all field services, and a 4-hour minimum will be applied for the cancellation of work within 24 hours of scheduled field work.

OUT-OF-POCKET EXPENSES

Billed at cost plus 15% and includes such items as travel expenses, equipment rental, laboratory fees, subcontractors, postage and freight, subcontracted printing or reproduction fees, supplies, etc.

PREVAILING WAGE

Refer to Condor Prevailing Wage Schedule of Fees

