



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the City Manager to Execute a Professional Services Agreement for Design of a Veterans Monument

MEETING DATE: August 2, 2000

PREPARED BY: Public Works Director

RECOMMENDED ACTION: That the City Council authorize the City Manager to sign a professional services agreement with Wenell Mattheis Bowe Architects (WMB) for the design of an all-military veterans monument to be located in the Civic Center mall, between City Hall and the Carnegie Forum; and appropriate an additional \$15,000 for the project.

BACKGROUND INFORMATION: The City of Lodi was asked by Lodi veterans organizations to help them plan, design, and construct a monument in recognition of the veterans who served in the armed forces of this country in war and peace. On April 5, 2000, City Council authorized City staff to seek proposals for design and construction plans for a veterans monument, and appropriated \$25,000 from the General Fund Capital Account to start the project by having schematic design and construction plans developed. The intention was to raise funds for the construction of the monument through veteran's organizations, service clubs, local business, and individuals.

The consultant who prepared the concept plan, Tim Mattheis with WMB, was then asked to submit a proposal. At that time, we anticipated participation by City staff in the design and a longer time schedule. Since then, the City adopted a budget which provided for \$450,000 in funding and a relatively rapid schedule. Due to other projects, in order to meet this schedule, staff recommends that the architect include all the design services. WMB's proposal (attached) totals \$31,548. Adding electrical design, bidding assistance, and contingencies results in a recommended total design budget of \$40,000.

FUNDING: General Fund Capital (1211393.1825.2200)

Funding Available: *Ruby R. Paiete for*
Vicky McAthie, Finance Director

 Richard C. Prima, Jr.
Richard C. Prima, Jr.
Public Works Director

RCP/lm

Attachment

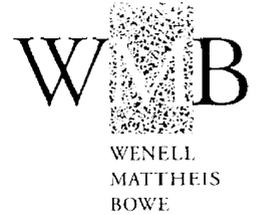
cc: Cynthia L. Haynes, Community Promotions Director
Tim Mattheis, Wenell Mattheis Bowe

APPROVED: _____

 H. Dixon Flynn
H. Dixon Flynn -- City Manager

RECEIVED

JUL 20 2000



July 18, 2000

Rich Prima
Public Works Director
City of Lodi
P.O. Box 3006
Lodi CA 95241-1910

SUBJECT: VETERANS MONUMENT
PROPOSAL OF SERVICES

Dear Rich:

We are pleased to provide you with a proposal for architectural and engineering services for the Veterans Monument project.

We have structured this proposal based on the format of the City's Project Architect Agreement contract used in previous projects with the City. We have included the Articles that are specific for this project and scope of work; many of the standard City provisions in the contract we anticipate will not change and are not included in the attached proposal.

The consultant team will consist of WMB Architects, HLA Landscape Architects and Gibson Engineering. HLA will assist us in the final design and technical details of the fountain, granite wall and reflecting pool elements, as well as the granite insets, plinths, and landscape planting and irrigation plans. Gibson Engineering will be providing design and construction documents for the eternal flame and fountain components. As discussed in Article Six, electrical design engineering and documentation will be provided by the City of Lodi.

Please call if you would like to discuss any aspect of this proposal further.

We look forward to completing this exciting addition to the civic center complex.

Sincerely,

WENELL MATTHEIS BOWE INC.


Timothy Mattheis, Architect
Vice-President

cc: Cynthia Haynes

ARCHITECTURE

PLANNING

INTERIORS

Larry Wenell

Tim Mattheis

Thomas Bowe

Architects

246

E. Main Street

Stockton

California

95202

PHONE:

209 / 944-9110

FAX:

209 / 944-5711

**CITY OF LODI
VETERANS MONUMENT
July 18, 2000**

PROPOSAL OF SERVICES

ARTICLE ONE: Project Description

This project shall include:

1. Design Development of the monument elements approved by the City Council on April 15, 2000. Review with City staff and Veterans Monument Ad Hoc Committee.
2. Completion of construction documents. Submission of construction documents to City departments for review. Make plan corrections as required.

ARTICLE TWO: Schedule of Services

- A. Architect shall complete construction documents for submission to the City by October 15th, 2000. (Including reasonable City and Committee review time.)

ARTICLE THREE: Compensation, Method of Payment

- A. Compensation for Basic Services:

- 1) Total compensation, including all expenses, shall not exceed \$31,548.00. This compensation includes all phases and services in the basic scope of services, including itemized reimbursable expenses.
- 2) Additional Services:
 - a) Additional services shall be defined as services not included as basic services within this contract that the City directs the Architect to perform, which may include bidding/negotiation assistance and construction administration services. In the event of this direction, Architect shall be compensated pursuant to this section.
 - b) Maximum rate per hour for additional services, including overhead, administrative costs, and profit shall be as shown in Exhibit A.

- B. Phase Payment: Upon submittal of statements in duplicate, the City shall pay as follows:

	Architecture	Landscape Architecture	Mechanical Engineering
Design Development	4,955	6,000	875
Construction Documents	5,968	10,000	1,000
Reimbursable Expenses	<u>1,000</u>	<u>1,500</u>	<u>250</u>
PROJECT TOTALS	\$11,923	\$17,500	\$2,125

ARTICLE FIVE: Basic Services of the Architect

A. Services in General: Architect shall:

- 1) Consult with authorized employees, agencies, and /or representatives of City relative to the design and major categories of work. Basic services include four (4) meetings with the City staff and two (2) meetings with the Ad Hoc Committee.
- 2) Designate Tim Mattheis as the Principal-in-Charge and Project Manager who shall remain in charge of the services for the project from beginning through completion of services provided for in this agreement.
- 3) Complete design development of the conceptual plan approved by City Council on April 5, 2000. Review the design plan for approval by City staff and Ad Hoc Committee.
- 4) Based on approved design development plan, complete construction documents for bidding and permit approvals. All drawings shall be provided in Auto CADD version 14.0 or compatible format.
- 5) Complete a budget estimate of construction cost based on area, volume or other unit costs.

B. Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant and the Consultant's subconsultants are Instruments of Service for use solely for the purpose of constructing, using and maintaining the project. The Client shall be deemed the Owners of the Instruments of Service. The Client shall grant to the Consultant and the Consultant's subconsultants an exclusive license for full and complete continued use, reproduction and publication of the Instruments of Service without restriction. The Client shall not grant a license to any other party for use of the Instruments of Service without the prior written consent of the Consultant. Any unauthorized license and use of the Instruments of Service by another party shall be at the Client's sole risk and without liability to the Consultant and the Consultant's subconsultants.

ARTICLE SIX: Basic Services of the City

The City shall provide the following services and materials to the Architect:

- A. *Building and Site Information:* City shall provide Architect with available plans and any technical information concerning all site areas and buildings that are affected by the project, including necessary site survey, topographic, utility infrastructure and soil information for the project.
- B. *Permits:* The City shall pay for all required fees and permits. The Architect will advise City of potential permit requirements.
- C. The City shall assist the Architect in field investigations as requested and shall assist in getting information in the form of drawings, reports, photographs and video tapes in a timely manner to meet the project schedule.
- D. The City shall provide all electrical engineering design, calculations and documentation necessary for the Project. The City shall coordinate with the Architect in a timely manner to meet the project schedule.

EXHIBIT A**SCHEDULE OF HOURLY RATES**

April, 2000

WENELL MATTHEIS BOWE INC.

Principal Architect	\$ 105.00/hour
Architect III	95.00/hour
Architect II	80.00/hour
Architect I	70.00/hour
Interior Designer	70.00/hour
Design/Draftsperson II	65.00/hour
Design/Draftsperson I	60.00/hour
Draftsperson	50.00/hour
Clerical	35.00/hour

THE HLA GROUP LANDSCAPE ARCHITECTS & PLANNERS

Principal Landscape Architect	\$ 115.00/hour
Senior Associate Landscape Architect	90.00/hour
Associate Landscape Architect	80.00/hour
Project Landscape Architect	65.00/hour
Landscape Architect/Job Captain	60.00/hour
Landscape Designer	50.00/hour
CADD Coordinator	55.00/hour
Landscape Draftsperson	45.00/hour
Support Staff/Office Juniors	30.00/hour

GIBSON ASSOCIATES

Principal Mechanical Engineer	\$ 75.00/hour
Engineer	55.00/hour
Design/Draftsperson	50.00/hour

SCHEDULE OF REIMBURSABLE EXPENSE RATES

Reimbursable Expenses are in addition to compensation for basic and additional services. Reimbursable expenses include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the project.

In-house Printing Services

<i>CAD Plots</i>	\$ 10.00/sheet
<i>Color CAD Plots</i>	36.00/sheet
<i>Large Format Bond Copies</i>	2.50/sheet
<i>Large Format 24x36 Vellum Copies</i>	10.00/shet
<i>Large Format 30x42 Vellum Copies</i>	14.00/sheet
<i>8-1/2 x 11 color copies</i>	1.75/copy

Outside Printing Services

<i>Blueprints, Bonds, Vellums, Sepias, Specification Books, Color copies</i>	Cost plus 10%
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Presentation Materials

Color Renderings Megachrome Enlargement & Dry Mounted*	
24 x 36	150.00/board
30 x 42	200.00/board
Color Renderings Dry Mounted and Laminated*	
24 x 36	175.00/board
30 x 42	225.00/board

Mileage	.32½/mile
Fax	1.50/page
Postage/Shipping & Handling	Cost plus 10%

CITY COUNCIL

STEPHEN J. MANN, Mayor
ALAN S. NAKANISHI
Mayor Pro Tempore
SUSAN HITCHCOCK
KEITH LAND
PHILLIP A. PENNINO

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
http://www.lodi.gov

H. DIXON FLYNN
City Manager
SUSAN J. BLACKSTON
City Clerk
RANDALL A. HAYS
City Attorney
RICHARD C. PRIMA, JR.
Public Works Director

July 28, 2000

Mr. Tim Mattheis, Vice-President
Wenell Mattheis Bowe
246 East Main Street
Stockton, CA 95202

SUBJECT: Authorize the City Manager to Execute a Professional Services Agreement
for Design of a Veterans Monument

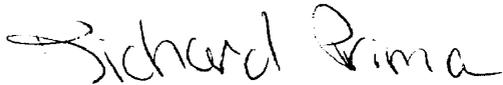
Enclosed is a copy of background information on an item on the City Council
agenda of Wednesday, August 2, 2000. The meeting will be held at 7 p.m. in the
City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item was moved to the regular calendar for Council discussion due to an expected
large attendance of citizens to discuss this item. Please be prepared to answer questions.

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 Susan Blackston, City Clerk, at 333-6702.

If you have any questions, please give me a call at 333-6759.



Richard C. Prima, Jr.
Public Works Director

lm-

RCP/lm
Enclosure
cc: Susan Blackston, City Clerk ✓