



# CITY OF LODI

# COUNCIL COMMUNICATION

AGENDA TITLE: Authorize the City Manager to Execute a Professional Services Agreement with SNG & Associates Inc., to Provide Professional Staff Support Services for the Development Services Section of the Public Works Department

MEETING DATE: March 7, 2001

PREPARED BY: Public Works Director

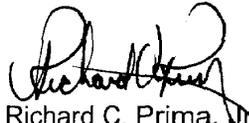
RECOMMENDED ACTION: That the City Council authorize the City Manager to execute a professional services agreement with SNG & Associates Inc. to provide professional staff support services for the Development Services Section of the Public Works Department on an as-needed basis.

BACKGROUND INFORMATION: Due to the present and projected workload and increasing complexity of the development projects handled by the Development Services Section, and in keeping with Council direction to utilize contract services whenever feasible, staff requests that the City enter into a Professional Services Agreement with SNG & Associates Inc. to assist in the preparation of reimbursement, development and subdivision agreements for commercial, industrial and residential developments.

There are currently several projects in need of various types of agreements and SNG & Associates Inc. could assist staff in reducing the backlog and providing an increased level of service to the development community. As with any new program, there will be a learning curve, but, since this firm provides similar services to other municipalities, staff feels this will be of short duration.

The Professional Services Agreement (see attachment) provided by SNG & Associates Inc. stipulates that each project assignment will be initiated and performed under the terms of a Task Order containing the scope of work, fee schedule and completion date for the required services.

FUNDING: Covered by current fees

  
Richard C. Prima,  
Public Works Director

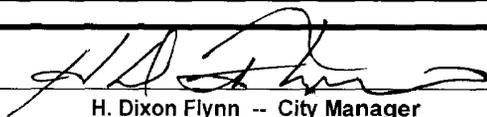
Prepared by Sharon A. Welch, Senior Civil Engineer

RCP/SAW/pkh

Attachment

cc: Senior Civil Engineer Welch  
Senior Civil Engineer Fujitani  
Senior Civil Engineer Swimley  
SNG & Associates Inc.

APPROVED: \_\_\_\_\_

  
H. Dixon Flynn -- City Manager

**CITY OF LODI  
MASTER PROFESSIONAL SERVICES AGREEMENT**

**PROVIDE PROFESSIONAL STAFF SUPPORT SERVICES  
FOR DEVELOPMENT SERVICES SECTION OF  
PUBLIC WORKS DEPARTMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and **SNG & Associates Inc.** (hereinafter "CONSULTANT").

**RECITALS**

- A. Consultant services are needed to provide the Development Services Section of the Public Works Department with professional staff support on an as needed basis.**
- B. At the request of the City and in conformance with the provisions of the Lodi Municipal Code, the CONSULTANT submitted its proposal to perform the services described by this Agreement. The CITY and CONSULTANT have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.**

**NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1. SCOPE OF SERVICES.** Consultant shall perform the services described in forthcoming Task Orders made a part hereof by reference. The services shall be performed by, or under the direct supervision of, CONSULTANT'S Authorized Representative: Nanda K. Gottiparthi. CONSULTANT shall not replace its Authorized Representative, nor shall CONSULTANT replace any of the personnel listed in the specific Task Order, without the prior written consent of the CITY.
- 2. TIME OF PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and Task Orders and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The CONSULTANT is not responsible for delays caused by factors beyond the CONSULTANT's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client or by contractors of any level. When such delays beyond the CONSULTANT'S reasonable control occur, the Client agrees the CONSULTANT is not responsible for damages, nor shall the CONSULTANT be deemed to be in default of this Agreement. CONSULTANT shall commence performance, and shall

**CITY OF LODI  
MASTER PROFESSIONAL SERVICES AGREEMENT**

complete all required services no later than the dates set forth in each Task Order. CONSULTANT shall submit all requests for extensions of time to the CITY in writing no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

3. **INDEPENDENT CONTRACTOR STATUS.** CONSULTANT is an independent contractor and is solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. CONSULTANT is not CITY's employee and CONSULTANT shall have no authority, expressed or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT.
4. **CONFLICT OF INTEREST.** CONSULTANT (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that CONSULTANT maintains or acquires such a conflicting interest, any contract (including this Agreement) involving CONSULTANT's conflicting interest may be terminated by the CITY.
5. **COMPENSATION.**

5.1. For services performed by CONSULTANT in accordance with this Agreement, CITY shall pay CONSULTANT on a time and expense basis, at the billing rates set forth in the Task Orders. CONSULTANT's billing rates shall cover all costs and expenses of every kind and nature for CONSULTANT's performance of this Agreement. No work shall be performed by CONSULTANT in excess of the Not To Exceed amount without the prior written approval of the CITY.

5.2. CONSULTANT shall submit monthly invoices to the CITY describing the services performed, including times, dates, and names of persons performing the service.

5.3. Within thirty (30) days after the CITY's receipt of invoice, CITY shall make payment to the CONSULTANT based upon the services described on the invoice and approved by the CITY, which approval shall not be unreasonably withheld.

5.4. In the event that CONSULTANT's negligence or misconduct results in damages to the CITY, CONSULTANT shall reimburse the CITY (and CONSULTANT'S payment may be offset) to the extent of the damages incurred as a result of CONSULTANT'S negligent acts, errors, or omissions, or willful misconduct.

**CITY OF LODI  
MASTER PROFESSIONAL SERVICES AGREEMENT**

6. **TERMINATION.** The CITY may terminate this Agreement by giving ten (10) days written notice to CONSULTANT. Upon termination, CONSULTANT shall give the CITY all original documents, including preliminary drafts and supporting documents, prepared by CONSULTANT for this Agreement. The CITY shall pay CONSULTANT for all services satisfactorily performed in accordance with this Agreement and any Task Orders, up to the date notice is given.
  
7. **OWNERSHIP OF WORK.** All original documents prepared by CONSULTANT under task orders, are the property of the CITY, and shall be given to CITY at the completion of CONSULTANT's services, or upon demand from the CITY. The City acknowledges that CONSULTANT documents are instruments of professional service. Nevertheless, the documents prepared under this Agreement and the specific Task Orders shall become the property of the CITY upon completion of the work and payment in full of all monies due to CONSULTANT. The CITY shall not reuse or make any modifications to the documents without notification to the CONSULTANT. The CITY agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of unauthorized reuse or modification of the documents by the CITY or any person or entity that acquires or obtains the documents from or through the City without the written authorization of CONSULTANT. CONSULTANT shall be allowed to retain copies of all documents prepared under this Agreement and any Task Orders. In addition, CONSULTANT shall be allowed to release information to its insurance carriers in the event of a claim or when ordered by a subpoena.
  
8. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
  
9. **INDEMNIFICATION.** CONSULTANT shall indemnify, defend, and hold harmless the CITY (including its elected officials, officers, agents, and employees) from and against any and all claims, demands, damages, liabilities, costs, and expenses (including court costs and attorney's fees) to the extent that they arise out of CONSULTANT's performance of services under this Agreement and its Task Orders.
  
10. **BUSINESS LICENSE.** Prior to the commencement of any work under this Agreement, CONSULTANT shall obtain a City of Lodi Business License.
  
11. **INSURANCE.**
  - 11.1 **General.** CONSULTANT shall throughout the duration of this Agreement and any Task Orders, maintain insurance to cover CONSULTANT,

**CITY OF LODI  
MASTER PROFESSIONAL SERVICES AGREEMENT**

its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein. CONSULTANT shall be entitled to rely on all data, plans, surveys, maps, and other information provided by or on behalf of CITY in performing its services under this Agreement, and such reliance shall, in all events, be considered reasonable.

11.2 Commercial General Liability. (with coverage at least as broad as ISO form CG 00 01 01 96) Coverage shall be maintained in an amount not less than \$1,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

11.3 Automobile Liability. (with coverage at least as broad as ISO form CG 00 01 07 97 for "any auto") Coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

11.4 Worker's Compensation. Coverage shall be maintained as required by the State of California.

11.5 Endorsements. CONSULTANT shall obtain endorsements to the automobile and commercial general liability with the following provisions:

11.5.1 CITY, its elected and appointed boards, commissions, officers, agents and employees shall be named as additional insured.

11.5.2 For any claims related to this Agreement, CONSULTANT'S coverage shall be primary insurance with respect to CITY. Any insurance maintained by CITY shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

11.6 Notice of Cancellation. CONSULTANT shall obtain endorsements to all insurance policies by which each insurer is required to provide thirty (30) days prior written notice to CITY should the policy be cancelled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

11.7 Authorized Insurers. All insurance companies providing coverage to CONSULTANT shall be insurance organizations authorized by the Insurance Commission of the State of California to transact the business of insurance in the State of California.

11.8 Insurance Certificate. CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a

**CITY OF LODI  
MASTER PROFESSIONAL SERVICES AGREEMENT**

certificate of insurance, in a form satisfactory to the City's Risk Manager no later than five (5) days after the execution of this Agreement.

**11.9 Substitute Certificates.** No later than thirty (30) days prior to the policy expiration date of any insurance policy required by this Agreement, CONSULTANT shall provide a substitute certificate of insurance.

**11.10 CONSULTANT'S Obligation.** Maintenance of insurance by CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving CONSULTANT of any responsibility whatsoever (including indemnity obligations under this Agreement), and CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.

**12. ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated, without the written consent of the CITY. Any attempt to assign or delegate this Agreement without the written consent of the CITY shall be void and of no force and effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

**13. NOTICES.**

**13.1.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY:  
Director of Public Works  
City of Lodi  
Public Works Department  
221 West Pine Street  
Lodi, CA 95241-1910

To CONSULTANT:  
Nanda Gottiparthi  
SNG & Associates Inc.  
5922 Remer Terrace  
Fremont, CA 94555

**13.2.** Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated above, or (2) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated above.

**14. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

**CITY OF LODI  
MASTER PROFESSIONAL SERVICES AGREEMENT**

15. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
16. **SEVERABILITY.** In the event any term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect.
17. **JURISDICTION AND VENUE.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement or any Task Order shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.
18. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between the parties concerning the services to be performed for this project. This Agreement supersedes all prior negotiations, representations, or agreements.
19. **COMPLIANCE WITH THE LAW.** CONSULTANT shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement or any Task Orders.
20. **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.

Intentionally Left Blank

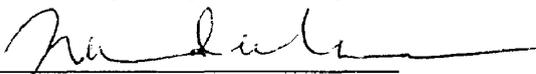
**CITY OF LODI  
MASTER PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF the parties do hereby agree to the full performance of the terms set forth herein.

CITY OF LODI

CONSULTANT  
SNG & ASSOCIATES INC.

\_\_\_\_\_  
By: H. Dixon Flynn  
Title: City Manager  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
By: Nanda Gottiparthi  
Title: Principal  
Date: 2/20/01  
Fed. Employer ID No. 94-3359203

Attest:

\_\_\_\_\_  
By: Susan J. Blackston  
Title: City Clerk  
Date: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
By: Randall A. Hays  
Title: CITY ATTORNEY  
Date: \_\_\_\_\_

CITY COUNCIL

ALAN S. NAKANISHI, Mayor  
PHILLIP A. PENNINGO  
Mayor Pro Tempore  
SUSAN HITCHCOCK  
EMILY HOWARD  
KEITH LAND

CITY OF LODI  
PUBLIC WORKS DEPARTMENT

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

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

March 2, 2001

Mr. Nanda Gottiparthi, P.E.  
SNG & Associates Inc.  
5922 Remer Terrace  
Fremont, CA 94555

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH SNG & ASSOCIATES  
TO PROVIDE PROFESSIONAL STAFF SUPPORT SERVICES FOR THE  
DEVELOPMENT SERVICES SECTION OF  
THE PUBLIC WORKS DEPARTMENT

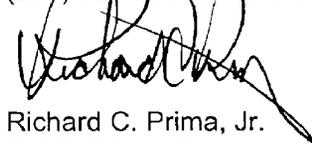
Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, March 7, 2001. The meeting will be held at 7 p.m. in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

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

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

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

If you have any questions about the item itself, please call Sharon Welch at (209) 333-6800 extension 2659.



Richard C. Prima, Jr.  
Public Works Director

RCP/pkh

Enclosure

cc: City Clerk

LCCSNG