



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Professional Services Agreements for Central City Revitalization Assessment District

MEETING DATE: July 5, 1995

PREPARED BY: Public Works Director

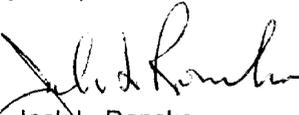
RECOMMENDED ACTION: That the City Council authorize the City Manager to execute professional services agreements with Timothy J. Hachman, Attorney at Law, for bond counsel services, and Kjeldsen-Sinnock & Neudeck, Inc. for assessment district engineering services.

BACKGROUND INFORMATION: At its June 14, 1995 meeting, the City Council approved a professional services agreement with Freedman Tung & Bottomley (FTB) for design services for the Central City Revitalization Project. At that meeting, and at the April 12, 1995 meeting when the Concept Plan was approved, staff indicated that formation of the assessment district outlined in the Plan would require the services of an assessment engineer and bond counsel.

By law, bond counsel services cannot be performed by the City Attorney. Timothy Hachman has performed this function for the City in previous districts and was approved by the Council at the April 12 meeting, although a formal agreement was not made at that time. This agreement has been prepared and is attached as **Exhibit A**. Basically, the bond counsel is responsible for all the legal proceedings involved in establishing an assessment district, as described in Section 1(a) of the agreement. His compensation, described in Section 1(b), amounts to \$10,000 plus one percent of the total assessments and direct expenses. The compensation is payable from bond proceeds and the City is not obligated to pay any fees from other sources.

The district engineer prepares the "Engineer's Report", which establishes the district and zone boundaries, prepares the assessment maps and spreads the cost of the improvements to the various parcels. The preliminary report will be done in early September and the required public meeting and public hearing will be held in October. At the April 12 meeting, staff indicated a preference that FTB's civil engineering subconsultant (Cella-Barr Associates) handle these tasks. At the June 14 meeting, staff indicated this had not worked out and that we were discussing the matter with Baumbach & Piazza of Lodi and Kjeldsen-Sinnock & Neudeck of Stockton. They have joined forces and have prepared the attached scope of work and agreement (**Exhibit B**). Their compensation, on a time-and-materials basis, will not exceed \$86,500 unless additional meetings, over the many already included in the scope, are called by the City. This agreement has been reviewed by the City Attorney and will be signed by him prior to execution by the City Manager.

FUNDING: Capital Outlay Reserve


Jack L. Ronsko
Public Works Director

Richard C. Prima, Jr, City Engineer
Attachments

cc: Finance Director
Economic Development Coordinator
Central City Revitalization Task Force

APPROVED: _____



THOMAS A. PETERSON
City Manager



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AGREEMENT FOR LEGAL SERVICES

**LODI CENTRAL CITY REVITALIZATION ASSESSMENT DISTRICT NO. 95-1
CITY OF LODI
SAN JOAQUIN COUNTY, CALIFORNIA**

THIS AGREEMENT is made and entered into _____, 1995, at Lodi, California, by and between the CITY OF LODI, a municipal corporation of the State of California (the "City"), and TIMOTHY J. HACHMAN, Attorney at Law, Stockton, California ("Attorney").

RECITALS:

1. City proposes to institute proceedings for the acquisition and construction of public improvements in a special assessment district ("District") and to finance the cost thereof by the issuance of bonds under the Improvement Bond Act of 1915, California Streets and Highways Code, sections 8500, et seq. (the "Act").

2. City requires the advice and assistance of bond counsel in such proceedings, and the public interest and convenience will be served by this Agreement.

COVENANTS:

The parties hereto mutually agree as follows:

1. RESPONSIBILITIES AND COMPENSATION OF ATTORNEY:

(a) Attorney shall consult with City's administrative officers and assist in the formulation of a coordinated financial, engineering and legal program for the proceedings and the project, and perform the following services:

(i) Confer with the Engineer of Work as to the sufficiency of the engineering documents to be prepared in the proceedings, review the documents for compliance with law, and provide such legal forms as may be required for legal adequacy.

(ii) Prepare all resolutions, notices, affidavits, consents, waivers, and documents of a legal nature necessary for the conduct of an effective, legal bond proceeding, together with instructions as to filing and recording maps and documents, and publication, posting and/or mailing of any such documents to assure jurisdiction at any public hearing.

(iii) Attend all meetings of the City Council or other public bodies relating to the proceedings and other public or staff meetings deemed necessary for the proper conduct of the proceedings, or when called upon by City, and obtain and assist in the presentation of substantial evidence to support any findings made by the Council at the conclusion of any public hearing.

(iv) Confer with and advise City and the Engineer of Work concerning notice inviting bids, bids received, contracts awarded, bonds for the construction

of any public improvements financed in said proceedings, and the performance of the work to its final completion and acceptance by City.

(v) Confer with and advise City and its Underwriter with respect to the sale of the bonds, and the printing and delivery of the bonds; prepare and provide receipts and closing documents as required to accompany the delivery of the bonds; and provide his legal opinion approving the legality of the proceedings for the authorization, issuance, sale and delivery of the bonds.

(b) Compensation for the above services shall be the sum of Ten Thousand Dollars (\$10,000), plus 1% of the total assessments.

(i) The compensation is payable and shall be paid solely from the proceeds of bonds to be issued pursuant to such proceedings, and City incurs no obligation to pay such compensation from any other source.

(ii) Attorney shall be reimbursed from the bond proceeds for the direct cost of clerical and word processing services, long distance telephone tolls, filing, recording, printing and/or publication costs or fees incurred in rendering the required services enumerated under subparagraph (a) above.

(iii) The foregoing compensation does not include any services to be rendered by Attorney relating to acquisition of lands, easements, or properties, or in eminent domain proceedings or any other litigation involving the City or directed by City to be undertaken by Attorney. Compensation for any such excluded services which Attorney is directed to render shall be made on a reasonable fee basis to be agreed upon.

2. RESPONSIBILITIES OF CITY:

The City shall cooperate with the Attorney and shall furnish Attorney with certified copies of all proceedings taken by the City, or other documents deemed necessary by Attorney to render an opinion upon the validity of the proceedings, and shall pay to the Attorney from the proceeds of the bonds issued the compensation and costs incurred by the Attorney as set forth in paragraph 1 above.

3. AUTHORITY AND STATUS OF ATTORNEY:

It is understood that neither the Attorney, nor any individual representing the Attorney, possesses any authority with respect to any decision of the City Council or any City official, beyond the rendition of information, advice, recommendation, or counsel. Attorney is an independent contractor and not an employee of the City and is responsible for all obligations consistent with that status. Attorney shall furnish to City evidence of insurance, reasonably satisfactory to the City's Finance Director, for the following coverages:

Professional Liability coverage for not less than \$500,000; and
Automobile and General Liability coverage for not less than \$500,000.

4. TERMINATION OF AGREEMENT:

This Agreement may be terminated by the City by giving written notice to the Attorney with or without cause, or may be modified by mutual consent of the parties at any time. In the event of termination, all finished and unfinished documents, exhibits, project data, reports, and evidence shall, at the option of City, become its property and shall be delivered to City by the Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF LODI

By _____

THOMAS PETERSON, City Manager

ATTEST:

JENNIFER M. PERRIN, City Clerk

TIMOTHY J. HACHMAN

Approved as to Form:

by:  _____
City Attorney

This form of agreement is distributed by the:



Agreement Between Client and Consultant

Form A was developed by the Consulting Engineers and Land Surveyors of California. The form is intended primarily for the use of CELSOC members and may not be reproduced without the permission of the Consulting Engineers and Land Surveyors of California. Copyright 1994, 1991, 1989, 1987, 1984, 1982, 1979, 1978, 1975, 1973, 1970 and 1967.

Client Initials	Consultant Initials

Project No. _____

Agreement entered into at _____ made this _____ day of _____, 19 _____, by and between

Client:

Name City of Lodi
Address 221 W. Pine St. (P. O. Box 3006) Lodi, CA 95240
Phone (209) 333-6706
FAX (209) 333-6842

Consultant:

Name Kjeldsen-Sinnock & Neudeck, Inc.
Address 1113 W. Fremont St. (P. O. Box 844) Stockton, CA 95201-0844
Phone (209) 946-0268
FAX (209) 946-0296

Client And Consultant Agree As Follows:

Client intends to:

Form an assessment district for the Central City Revitalization Project as described in the Concept Plan approved by the City Council on April 12, 1995.

hereinafter called "project."

A. Consultant agrees to perform the following scope of services:

Provide district engineer services as required by law per the Scope of Work--Exhibit A.

B. Client agrees to compensate consultant for such services as follows:

Time and materials, per Exhibit B, not to exceed \$_____.

C. This Agreement is subject to provisions 1 through 47 contained herein, and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof. (List exhibits below.)

Supplementary conditions - Exhibit C

Provisions of Agreement

Client and consultant agree that the following provisions shall be part of their agreement:

- 1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and consultant.
2. This agreement shall not be assigned by either client or consultant without the prior written consent of the other.
3. This agreement contains the entire agreement between client and consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no

force or effect. Subsequent modifications to this agreement shall be in writing and signed by both client and consultant.

- 4. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
5. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on client and consultant.

6. This agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Consultant shall only act as an advisor in all governmental relations.

~~8. All original papers, documents, drawings and other work product of consultant, and copies thereof, produced by consultant pursuant to this agreement shall remain the property of consultant and may be used by consultant without the consent of client. Upon request and payment of the costs involved, client is entitled to a copy of all papers, documents and drawings provided client's account is paid current.~~

9. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as client is not in default pursuant to the terms and conditions of this agreement and client has performed all obligations under this agreement. Client further acknowledges that consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work product provided pursuant to this agreement.

10. Client and consultant agree to cooperate with each other in every way on the project.

11. Upon request, client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.

12. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

13. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by consultant, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by consultant. Client agrees to be liable and responsible for any such use of nonfinal plans, drawings, or other work product not signed and stamped or sealed by consultant and waives liability against consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of client and may be used by client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by consultant. If consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.

14. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless consultant is responsible for such early termination, ^{or is for cause} client agrees to release consultant from all liability for services performed. ^{A other than for cause} In the event all or any portion of the services or work product prepared or partially prepared by consultant be suspended, abandoned, or terminated, client shall pay consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by client as extra services.

15. If the scope of services to be provided by consultant pursuant to the terms of this agreement include an ALTA survey, client

Client Initials	Consultant Initials
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agrees that consultant may sign one of the two ALTA Survey Statements attached hereto and incorporated herein by reference. In the event that consultant is required to sign a statement or certificate which differs from the ALTA Survey Statements contained in the attachment, client hereby agrees to indemnify and hold consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from those statements contained in the attachment.

16. If the scope of services to be provided by consultant pursuant to the terms of this agreement include the preparation of grading plans but exclude construction staking services, client acknowledges that such staking services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Appendix, Chapter 33 or local grading ordinances and client will be required to retain such services from another consultant or pay consultant pursuant to this agreement for such services as extra work in accordance with Provision 26.

17. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

18. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.

19. If payment for consultant's services is to be made on behalf of client by a third-party lender, client agrees that consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

20. If client fails to pay consultant within thirty (30) days after invoices are rendered, client agrees consultant shall have the right to consider such default in payment a material breach of this entire agreement, and, upon written notice, the duties, obligations, and responsibilities of consultant under this agreement are suspended or terminated. In such event, client shall promptly pay consultant for all fees, charges, and services provided by consultant.

21. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.

22. Client agrees that the periodic billings from consultant to client are correct, conclusive, and binding on client unless client, within ten (10) days from the date of receipt of such billing, notifies consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.

Client Initials	Consultant Initials

23. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-half percent (1 1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

24. If consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by client as extra services.

~~25. In the event consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, a percentage increase shall be applied to all remaining compensation.~~

26. Client agrees that if client requests services not specified pursuant to the scope of services description within this agreement, client agrees to pay for all such additional services as extra work.

27. In the event that any staking or record monuments are destroyed, damaged or disturbed by an act of God or parties other than consultant, the cost of restaking shall be paid for by client as extra services.

28. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions.

If the scope of services pursuant to this agreement does not include construction staking services by consultant for this project, or if subsequent to this agreement client retains other persons or entities to provide such staking services; or if the scope of services pursuant to this agreement does not include on-site construction review, construction management, observation of construction of engineering structures, or other construction services for this project, or if subsequent to this agreement client retains other persons or entities to provide such construction services, then client acknowledges that such services will be performed by others and that client will defend, indemnify, and hold consultant harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications or other changes which may be necessary to reflect changed field or other conditions except claims caused by the sole negligence or willful misconduct of consultant.

29. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.

30. Client acknowledges and agrees that if consultant provides

surveying services, which services require the filing of a Record of Survey in accordance with Business and Professions

Code Section 8762, that all of the costs of preparation, examination and filing for the Record of Survey will be paid by client as extra work in accordance with Provision 26.

31. Consultant is not responsible for delay caused by activities or factors beyond consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of client to furnish timely information or approve or disapprove of consultant's services or work product promptly, faulty performance by client or other contractors or governmental agencies. When such delays beyond consultant's reasonable control occur, client agrees consultant is not responsible in damages nor shall consultant be deemed to be in default of this agreement.

32. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. The client agrees that it is the responsibility of the client to maintain in good standing all government approvals and permits and to apply for any extensions thereof.

33. Consultant makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of client to verify costs.

34. Client acknowledges that consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.

35. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.

36. Estimates of land areas provided under this agreement are not to be considered precise unless consultant specifically agrees to provide the precise determination of such areas.

37. In the event the client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications, and documents or does not follow recommendations or reports prepared by consultant pursuant to this agreement, which changes are not consented to in writing by consultant, client acknowledges that the changes and their effects are not the responsibility of consultant and client agrees to release consultant from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.

38. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours.

39. In the event client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, client agrees to notify consultant and engage consultant to prepare the necessary clarifications, adjustments, modifications or other changes to consultant's services or work product before construction activities commence or further activity proceeds. Further, client agrees to have a provision in its construction contracts for the project which requires the contractor to notify client of any changed field or other conditions so that client may in turn notify consultant pursuant to the provisions of this paragraph.

~~40. Client agrees to limit the liability of consultant, its principals, employees and their subconsultants, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of \$50,000 or consultant's fee, whichever is greater. Client and consultant acknowledge that this provision was expressly negotiated and agreed upon.~~

~~41. Client agrees to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name consultant as an additional insured as their interest may appear.~~

42. Client acknowledges that consultant's scope of services for this project do not include any services related in any way to asbestos and/or hazardous or toxic materials. Should consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect consultant's services, consultant may, at its option, terminate work on the project until such time as client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

43. The client hereby agrees to bring no claim for negligence, breach of contract, strict liability, indemnity, delays or otherwise against the consultant, its principals, employees, and agents if such claim, in any way, would involve the consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous or toxic materials. ~~Client further agrees to defend, indemnify and hold harmless consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the services provided by the consultant pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the consultant.~~

44. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this

agreement or in any way connected with the performance of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.

45. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which consultant's principal place of business is located, and client waives the right to bring, try or remove such litigation to any other county or judicial district.

46. (a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the client and the consultant agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties.

~~The client and the consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and homeowner associations and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.~~

(b) Subdivision (a) does not preclude or limit consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

47. (a) Notwithstanding any other provision of this agreement and except for the provisions of (b) and (c), if a dispute arises regarding consultant's fees pursuant to this contract, and if the fee dispute cannot be settled pursuant to Provision 46, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

IN WITNESS WHEREOF, the parties hereby execute this agreement dated _____ upon the terms and conditions stated above.

Client _____
Print or Type

Consultant _____
Print or Type

By _____
Signature

By _____
Signature

Name/Title _____

Name/Title _____

Date Signed _____

Date Signed _____

Project Number _____
Approved as to form _____

Project Number _____

City Attorney
Client should mail completed contract to the address shown for consultant.

Exhibit A

PROPOSED SCOPE OF ENGINEERING SERVICES
THE CITY OF LODI ASSESSMENT DISTRICT
DOWNTOWN LODI/CHEROKEE LANE

Central City Revitalization Program

- I. Prepare Assessment District Boundary Map (B & P)
 - A. Establish District boundary and internal zones.
 1. Preliminary District Boundary Map
 2. Coordinate with City staff and Council
 3. Finalize District Boundary
 - B. Rationale for included area and internal zones.
 - C. Boundary description.
- II. Develop assessment formula and supporting rationale (KSN).
- III. Prepare Assessment Roll (KSN).
 - A. Prepare assessment spread method per Central City Revitalization Program report.
 - B. Listing of all parcels within the District boundary. The working assessment roll will include the following information:
 1. Assessment District parcel number
 2. Assessor's Parcel Number
 3. Street address
 4. Owner's name
 5. Parcel front footage
 6. Parcel area
 7. Parcel land use/zoning
 8. Proposed assessment
- IV. Prepare Assessment Diagram (B & P and KSN)
- V. Prepare Engineer's Report (B & P and KSN).
 - A. Description of work to be constructed.
 - B. Estimate of cost for improvements and incidentals, (to be provided by others).
 - C. Assessment District Boundary Map
 - D. Assessment Diagram showing boundaries of Assessment District, internal assessment zones, and parcels to be assessed.

- E. Assessment Roll based on estimated costs.
 - 1. Assessment District parcel number
 - 2. Assessor's parcel number
 - 3. Owner's Name
 - 4. Street address
 - 5. Assessment by parcel
- VI. Meetings (B & P and KSN).
 - A. Attend City Council meeting for the purposes of presenting and seeking approval of the Engineer's Report (6 meetings).
 - 1. Downtown Lodi
 - a) Initiate assessment proceedings
 - b) Intent to form Assessment District Boundary
 - c) Adopt Engineer's Report
 - 2. Cherokee Lane
 - a) Initiate assessment proceedings
 - b) Intent to form Assessment District Boundary
 - c) Adopt Engineer's Report
 - B. Attend coordination meetings with City staff and Bond Counsel (8 meetings).
 - C. Respond to property owners questions regarding assessment methodology.
- VII. Finalize Engineer's Report (B & P and KSN).
- VIII. Update Assessment Roll per final cost estimates (KSN).
- IX. Work by Others
 - A. Preparation of environmental documentation.
 - B. Preparation of construction plans and specifications.
 - C. Preparation of construction cost estimates.
 - D. Bidding and awarding of the construction contract.
 - E. Construction change orders.
 - F. Construction inspection.
 - G. Preparation and Distribution of Public Notices including; mailers, postings, publications, etc..

Exhibit B

KJELDSSEN, SINNOCK & NEUDECK, INC.

CONSULTING CIVIL ENGINEERS

KENNETH L. KJELDSSEN
STEPHEN K. SINNOCK
CHRISTOPHER H. NEUDECK

1113 WEST FREMONT STREET
POST OFFICE BOX 844
STOCKTON, CALIFORNIA 95201-0844

TELEPHONE 946-0268
AREA CODE 209
FAX NO. 946-0296

1995 FEE SCHEDULE

SERVICES

HOURLY RATES

Engineering & Consulting:

Principal Engineer	\$ 96.00
Associate Engineer	\$ 80.00
Assistant Engineer	\$ 66.00
Junior Engineer	\$ 56.00
Inspector	\$ 50.00
Senior Technician/Draftsperson	\$ 50.00
Junior Technician/Draftsperson	\$ 46.00
Clerical	\$ 34.00

Survey Crew:

3 Man Survey Crew	\$145.00
2 Man Survey Crew	\$110.00

Expenses:

Special Consultants	Cost Plus 10%
Mileage	.30 Cents Per Mile
Special Printing, Copies, Telephone, Fax, Photos, Survey Materials, Etc.	Cost Plus 10%
Boat	\$34.00/Hour

Note: Fees are due and payable within 15 days from the date of billing. Fees past due may be subject to a finance charge which will be computed on the basis of 1 1/2% per month of the unpaid balance.

Effective 1/1/95 - 12/31/95

Exhibit C

Supplementary Conditions

- A. All original papers, documents, drawings and other work products of consultant, and copies thereof, produced by consultant pursuant to this agreement shall become the property of Client, and may be used by Client without the consent of consultant, for Client's purposes related to the project described on the face thereof, but not for resale or distribution to third parties. Notwithstanding the preceding sentence, consultant shall also have the right to use all such papers, document, drawings and other work products without consent of Client.
- B. Consultant agrees to diligently pursue all work under the terms of the Agreement and to prepare the Preliminary Engineer's Report within ten (10) weeks from the date of execution of this agreement.
- C. Consultant shall obtain and maintain during the period of this Agreement the following insurance and furnish a certificate naming Client as additional insured:

Public liability:	\$1,000,000
Property damage:	\$1,000,000
Errors and Omissions:	\$1,000,000

CITY COUNCIL

STEPHEN J. MANN, Mayor
DAVID P. WARNER
Mayor Pro Tempore
RAY G. DAVENPORT
PHILLIP A. PENNINO
JACK A. SIEGLOCK

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6706
FAX (209) 333-6842

THOMAS A. PETERSON
City Manager
JENNIFER M. PERRIN
City Clerk
BOB McNATT
City Attorney

June 29, 1995

**SUBJECT: Professional Services Agreements for Central City Revitalization
Assessment District**

Enclosed is a copy of background information on an item on the City Council agenda of Wednesday, July 5, 1995, at 7 p.m. The meeting will be held in the City Council Chamber, Carnegie Forum, 305 West Pine Street.

This item is on the regular calendar for Council discussion. You are welcome to attend.

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 the City Clerk at 305 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 Jennifer Perrin, City Clerk, at (209) 333-6702.

If you have any questions about the item itself, please call Richard Prima, City Engineer, at (209) 333-6706.


Jack L. Ronsko
Public Works Director

JLR/Im

Enclosure

cc: City Clerk

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