



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution authorizing the City Manager to execute a professional consulting services contract with Stantec Consulting, Incorporated for design of DeBenedetti Park (G-Basin) and appropriate \$545,000 for the project

MEETING DATE: February 6, 2002

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council adopt the resolution authorizing the City Manager to execute a professional consulting services contract with Stantec Consulting, Incorporated and allocate \$545,000 for the design of the DeBenedetti Park (G-Basin) project.

BACKGROUND INFORMATION: In response to input from public meetings, community members, potential user groups and organizations, the Parks and Recreation Commission, and staff the DeBenedetti Park project has been identified and approved as a high priority by the City Council.

On August 15, 2001, the City Council approved staff to proceed with a Request for Qualifications (RFQ) to Provide Planning and Engineering Services process to move forward toward design of DeBenedetti Park.

The RFQ document provided a variety of summary and project description information. Some of the highlights of this information include the following:

Lodi Parks and Recreation serves an official population of 57,900. To this population we offer 28 active and passive parks facilities.

The City of Lodi is located 90 miles east of San Francisco, 34 miles south of Sacramento, adjacent to U.S. Highway 99 and is easily accessible to Interstate 5. As the northern-most city in the San Joaquin County, Lodi bridges the areas of Northern and Central California. Its location places Lodi in the path of a dynamic growth corridor ideally situated for business and industry.

A preliminary concept plan was prepared for DeBenedetti Park in 1993 and site acquisition is complete. The plan calls for a variety of features including, but not limited to the following:

1. Three (3) sixty foot lighted baseball fields.
2. Three (3) ninety foot lighted baseball fields.
3. Two (2) full size lighted soccer fields.
4. One multi-use lighted athletic field.
5. "Tiered" grading such that some fields can remain usable in winter except during major storms.

At a minimum, the following design elements will apply for this project:

1. Phased development in compliance with budgetary realities.
2. Features conducive to effective and efficient maintenance and operation cost.
3. Multiple use.
4. Lighted athletic fields.

APPROVED: _____

H. Dixon Flynn -- City Manager

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), STANTEC CONSULTING, INC. (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the design services required in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for design of the DeBenedetti Park project, (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this agreement, and complete work under this agreement based on the timeline shown in Exhibit A.

CONSULTANT shall submit to CITY the design improvement plans, special provisions, and other project deliverables for the project, as indicated on the project design schedule attached to the project scope.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to expedite the review process and the return of all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's special capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT certifies that it is prepared to and can perform all services within the scope of services within the time frame specified in Exhibit A. CONSULTANT represents and warrants that it has, or will have at the time this agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT may subcontract certain portions of the scope of services to subconsultants as specified and identified in Exhibit A. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

**ARTICLE 3
COMPENSATION**

Section 3.1 Compensation

CONSULTANT's compensation for all work under this agreement shall not exceed the provisions of Exhibit B, attached and incorporated by this reference.

CONSULTANT shall not undertake any work beyond the scope of this agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibits B include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated a Exhibit B. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 3.4 Auditing

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

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

**ARTICLE 4
MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

In performing services under this agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any

subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Insurance Requirements

CONSULTANT shall at all times maintain at CONSULTANT's expense professional liability insurance coverage in the amount of \$1,000,000. CONSULTANT's insurance carrier shall provide thirty (30) days written notice to CITY prior to canceling or materially changing the terms of such coverage.

In accordance with the provisions of Section 3700 of the California Labor Code, CONSULTANT shall secure at its own expense and maintain during the life of this agreement, Workers' Compensation coverage for its employees as necessary to protect CONSULTANT and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in standard form and shall relieve CITY of all responsibility for such claims and/or liability.

In addition to Workers' Compensation and Professional Liability Insurance, CONSULTANT shall comply with the insurance requirements set forth in Exhibit C, which is attached to this agreement and incorporated by this reference.

Section 4.3 Attorney's Fees

In the event any dispute between the parties arises under or regarding this agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 4.4 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.5 Notices

Any notice required to be given by the terms of this agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
Parks and Recreation Director
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: STANTEC CONSULTING, INC.
Jordan Postlewait, Project Manager
2590 Venture Oaks Way
Sacramento, CA 95833

Section 4.6 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.7 Consultant is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this agreement as an independent contractor. CITY shall not under any circumstances be liable to CONSULTANT or any person or persons acting for or under it for any deaths, injuries, or property damage received or claimed, unless any such liability arises by virtue of the sole negligence by CITY, its officers, agents, or employees. CONSULTANT agrees to indemnify, defend and hold CITY free and harmless from any and all liability therefor which is due to any negligent acts, errors or omission of CONSULTANT or any of its officers, agents, employees or subconsultants.

Section 4.8 Termination

CITY may terminate this agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from

services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this agreement.

Section 4.9 Severability

The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provision of this agreement.

Section 4.10 Captions

The captions of the sections and subsections of this agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 4.11 Integration and Modification

This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.12 Applicable Law

This agreement shall be governed by the laws of the State of California.

Section 4.13 Contract Terms Prevail

All exhibits and this agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this agreement and the attached exhibits, the terms of this agreement shall prevail.

Section 4.14 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this agreement.

Section 4.15 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

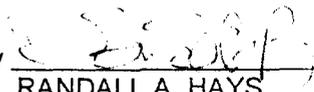
By _____
SUSAN J. BLACKSTON
CITY CLERK

By _____
H. DIXON FLYNN
CITY MANAGER

APPROVED AS TO FORM:

Dated: _____

STANTEC CONSULTING, INC.

By  _____
RANDALL A. HAYS
CITY ATTORNEY

By: _____
Its: _____

EXHIBIT A

CITY OF LODI
PLANNING AND ENGINEERING SERVICES FOR DEBENEDETTI PARK

SCOPE OF SERVICES

PHASE 1 – CONCEPTUAL DESIGN

1.1 Project Kick Off

Prior to beginning work on the design, Stantec will meet with representatives from the City and other interested parties to discuss key issues. During this meeting, project contract documents will be finalized and a project schedule adopted. Also during this meeting, project-programming issues for the park will be refined. A key component of this will be to review the concept of using contouring or grading to provide internal zones with differing flood risks and to provide for water quality improvement. The anticipated result of this meeting would be to determine an acceptable level of risk for each of the proposed recreational elements.

Deliverable: Meeting agenda distributed prior to meeting – Meeting minutes and action plan.

1.2 Reconnaissance and Review Existing Conceptual Plans, Hydrologic Information, and Other Engineering and Planning Considerations

Stantec shall perform a thorough site reconnaissance and review preliminary conceptual plans and hydrologic information provided by the City for the DeBenedetti basin for the purpose of identifying applicable constraints and parameters that may impact any internal grading and drainage concepts, as well as the proposed park uses. The Drainage Area G - Updated Watershed Study and Storm Drainage Analysis prepared last year by Stantec includes a HEC-1 hydrologic analysis for the watershed contributing to the DeBenedetti Park site (G basin). As a part of this task, storm runoff volumes for the 2-, 5-, 10-, 25-, and 50-year 48-hour storms will be estimated by incorporating total precipitation depths for these storms into the HEC-1 model and applying adjustment factors to the results. This will allow initial assessments to be made regarding grading and flood risk within G Basin as applied to the future development of DeBenedetti Park. Other engineering and planning requirements will also be reviewed at this initial stage of the work effort based on available information and field reconnaissance. Upon completion of this task, Stantec will present to the City a report which outlines opportunities and constraints

associated with the project and identifies the compatibility of the established flood control and recreational goals and objectives.

Deliverable: Report and six copies.

1.3 Surveying and Base Mapping

The purpose of this task is to assemble and review existing data, obtain new field data, and prepare topographic base sheets. To initiate the task, Stantec and Baumbach & Piazza will meet with City Staff and acquire all relevant base information such as existing tree and boundary surveys, bench mark data and any existing record information that may be relevant to the site.

To compile the base sheets, field survey crews will place aerial targets and coordinate with a photogrammetric subconsultant to fly and photograph the site. Horizontal datum shall be based on the California State Plane Coordinate System and vertical datum shall be USC& GS datum. Accuracy shall be generally accepted third order standards. Permanent survey control shall be set at a location that is adjacent to the project. Each control point shall have a horizontal and vertical value. Control points shall be inter-visible, out of construction limits, and provide survey control for the project. The City shall approve location of the control. All features visible in the aerial photography will be digitally plotted using analytical stereoplotters. Digital data will be on single file in AutoCad format. The topographic information will be compiled at a one-foot contour interval and have a scale of 1"=20".

Baumbach & Piazza shall review the topographic information and, if necessary, collect supplemental field survey data by conventional methods using a data collector. Stantec shall meet with City staff to determine exactly what supplemental information is needed.

Baumbach and Piazza will also provide a Boundary survey for the property and research and plot any easements that are identified on the preliminary title report (to be supplied by the City).

Deliverable: Survey and base mapping will be included in report to be prepared under section 1.2

1.4 Conceptual Master Plans

Based on the information obtained during subsequent tasks and with consideration to the preliminary concept plan that was provided with the RFQ, Stantec shall prepare up to two (2) alternative conceptual master plans for the site at a scale of 1" = 50'. The conceptual master

plans will depict the locations and sizes for proposed park amenities, such as football fields, soccer fields, senior baseball, youth baseball, tot lots, sidewalks, shade structure, picnic areas, parking areas, trees and shrubs, field lighting, well, and maintenance yard. They will also include conceptual grading, cross-sectional views, a 3-dimensional perspective computer rendering of site grading, preliminary cost estimates, and an information sheets regarding pre determined levels of flood risk.

In conformance with the Drainage Area G – Updated Watershed Study and Storm Drainage Analysis prepared for the City by Stantec, conceptual grading will be presented in a manner such that the required 100-year 48-hour storm detention volume of 202 acre-feet will be attained at a water surface elevation of 26 feet MSL or less.

Deliverables: Color rendered exhibits depicting each of the two Master Plan Alternatives.

1.5 Community Participation

Under the direction of the City of Lodi, Stantec will conduct a community workshop to gain input from area residents and other interested parties. The community workshop will be held after the completion of Tasks 1.1 through 1.4. During the community workshop, general introductory information regarding the dual use recreation/flood control/water quality concept will be discussed and alternative design solutions (Task 1.4) will be presented. Participants will be given the opportunity to comment on the design alternatives and assist in developing a preferred alternative, or Final Master Plan. It is assumed that the City of Lodi will be responsible for advertising, scheduling and establishing the time and location for the community workshop.

As part of the Community Participation process, Stantec will also make presentations to the Planning Commission, the Parks and Recreation Commission and the City Council (for scheduling purposes the Planning Commission and Parks and Recreation Commission workshops may be combined into one setting). These presentations will occur upon completion of the conceptual designs but prior to the completion of the Final Master Plan (see Task 1.5). During these presentations, Stantec shall solicit additional input regarding acceptable levels of (flood) risk for each of the planned park amenities.

1.6 Final Master Plan

After the Community Participation process has been completed, Stantec shall develop a Final Master Plan that incorporates input received from the public, the Planning Commission, the Parks and

Recreation Commission and the City Council. The Final Master Plan may result from one of the alternative designs or may be a combination of the two. In order to prepare the Plan to meet the needs and expectations of all parties, Stantec shall attend up to two additional meetings with the City. Based on the results of these meetings, a consensus will be established regarding the preferred (or final) Master Plan.

Deliverables: The final product will be one color rendering of the final Master plan, a estimate of probable construction costs, and a proposed project phasing plan.

1.7 Three Dimensional Computer Model

Stantec shall create a computer generated visual simulation for the site. This 'virtual reality' model will be used as a design tool to view and interact with the project three-dimensionally. Once the design is complete it can also be used as a promotional device enabling people to see exactly what the proposed amenities will look like, what the viewsheds will be, and how site grading will be used to accommodate stormwater detention.

1.8 Permitting and Environmental Review

Based on an initial site visit, Stantec anticipates that it will be technically feasible to avoid significant project impacts through project design or incorporation of mitigation into the project in which case a negative declaration or mitigated negative declaration could be issued for the project. Stantec will work with the City to in an effort to explore this option.

To begin the process, Stantec will assist the City as the lead agency in preparing an Initial Study in accordance with CEQA requirements and guidelines. Based upon the findings of the Initial Study, Stantec will work with the City to either:

- * Prepare a Negative Declaration.
- * Identify the likely issues that might need to be addressed by special studies required in support of a Mitigated Negative Declaration.
- * Identify the likely issues that would need to be addressed by an EIR.

This Scope does not include the preparation of a Mitigated Negative Declaration or an EIR, but said services may be added to the Scope as an additional service, if necessary. The City will be responsible for the actual preparation of CEQA documents and required notices.

In addition to the environmental review process, Stantec shall identify agencies with permitting authority over specific aspects of the project and shall maintain communication and coordination efforts with such agencies throughout all phases of the work. Stantec shall identify permitting requirements and in conjunction with City Staff, will determine how these requirements will be implemented.

Stantec, in close association with the City Project Manager, shall serve as the liaison between the City and the permitting agencies. Permit fees, if any, shall be paid directly by the City.

1.9 Monthly Progress Meetings

Stantec shall meet on a monthly basis with the Parks and Recreation Director, the Public Works Director, The Parks Superintendent, and the City Manager. The purpose of the meetings will be to provide the City with progress and schedule updates, to obtain required City input, make decisions, and discuss issues that have the potential of affecting project schedule or budget.

PHASE 2 – CONSTRUCTION DOCUMENTS

2.1 Construction Documents

Stantec shall perform the detailed design of the park and produce the construction drawings, specifications/special provisions and Statement of Probable Construction Costs required for the construction documents. The plans, specifications, and estimates shall be prepared in accordance with City of Lodi policies, procedures, manuals, and building codes, as well as the Americans with Disabilities Act (ADA). The construction documents will cover the work necessary to bid, construct, and put into operation the improvements included in the project. Construction documents shall include the following:

A. Layout Plan

The layout plan will be referenced to a 50' grid established from existing monuments located in surrounding streets, and will include a dimensioned site plan showing locations of the following:

1. Picnic tables, benches, barbecues
2. Special paving layout (permeable paving)
3. Tot lot structures (coordinate size and design with playground representatives)
4. Drinking fountain
5. Ball field locations
6. Shade structure locations
7. Mowstrip layouts
8. Parking lot layout
9. Restroom, concessions and maintenance buildings
10. Field lights
11. Well site (does not include design of well)

B. Drainage and Grading Plan

1. Storm drainage tie-ins to existing stubs, including abandonment of the existing 48" SD inlet along Century Blvd. and construction of a new 72" SD inlet/outlet at Century Blvd. near the alignment of Sage Way.
2. Spot elevations and contour grading
3. Pump station, to drain the detention basin after storms once downstream capacity is available.
4. Inlet Structure

C. Planting Plan

1. Species, size, quantities and location of trees, shrubs, and groundcover.
2. Water use zoning
3. Soils report

D. Irrigation Plan

1. Sprinkler head layout
2. Valves, piping and controller location.
3. Electrical and civil coordination (points of connection)
4. Irrigation scheduling

E. Onsite Utilities

1. Sewer Service
2. Water Service

F. Electrical Plans

The electrical engineering plans will incorporate coordination with local utility companies for electrical service, voltage drop calculations, load calculations, one-line diagrams, and control diagrams for lighting and the irrigation booster pump (if needed). In addition, electrical engineering plans will include the following:

1. Irrigation booster pump electrical
2. Irrigation controller power
3. Security Lighting
4. Ball Field Night Lighting

G. Architectural Plans

1. Restroom Design
2. Maintenance Building Design

H. Construction Details

1. Site furnishings
2. Planting details
3. Irrigation details

4. Electrical details

I. Construction Specifications

1. Specifications will be provided in standard City of Lodi format for all disciplines.

J. Final Statement of Probable Cost

1. Prepare final statement of probable cost.

2.2 Submittals

Stantec shall provide coordination of construction plan submittals with the City and other reviewing agencies. We assume three submittals per agency or department. Site plan revisions at this stage will be billed on a time and materials basis.

Stantec shall submit and facilitate review and revision of plans, specifications, and estimate package. Submittals shall be made to the City at the 50%, 90% and 100% completion stages. Each submittal shall include six (6) sets of plans, specifications, and estimates, and the "red-lined" set of plans with City comments from the previous submittal.

Stantec recognizes the importance of the submittal review process and will work with City staff to ensure that deadlines are met and redline comments from the previous submittal are addressed. Typically, we highlight all redline comments to show that we have addressed them. If a particular comment needs clarification or an additional explanation as to how we propose to address it, written comments will be provided.

PART 3 – BIDDING AND CONSTRUCTION

3.1 Bidding

Stantec will provide assistance, as required, to the City during the bidding of the project. The work may include answering questions from prospective bidders, assisting the City in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of construction documents.

3.2 Construction Assistance (By Subsequent Agreement, if Applicable)

Stantec will provide technical and engineering assistance to the City during the construction of the project as follows:

- a. Attend project pre-construction meeting
- b. Provide ongoing consultation and interpretation of construction documents, as required
- c. Review and comment on contract change orders
- d. Prepare plan revisions as necessitated by contract change orders
- e. Provide construction engineering assistance as required
- f. Review and approve all submittals and shop drawings

We are assuming that this work will likely be authorized under a subsequent contract and it is not included in the Scope of Services covered by this Agreement.

Value Engineering – all elements of the project will be considered for value engineering. Stantec will work closely with the City to determine areas where significant savings or other advantages can be realized.

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	PP	PM	QCO	SP	S	DS	DR	C	SC	Total Hours	SUB.	Total Fee
Part 1 - Conceptual Design												
1.1 Project Kick Off	6	6										1,728
1.2 Record Review	16	32	16	32				4				13,076
1.3 Surveying and Base Mapping		8									18,000	19,072
1.4 Conceptual Master Plans	16	26	8	60	60	26	52					25,338
1.5 Community Participation	12	20	20									7,208
1.6 Final Master Plan	8	14	8	20	20	14	28					11,790
1.7 Three Dimensional Computer Model		16	4	20		80			4			11,860
1.7 Permitting and Environmental Review		16		40	16							8,824
1.8 Monthly Progress Meetings	20	40	20									11,120
Part 2 - Construction Documents												
50% Design Plans	100	220	120	260	300	340	500	120				191,040
90% Design Plans	40	120	80	120	180	200	300	80				106,560
100% Design Plans	40	40	24	60	80	120	180	20				53,196
Additional Meetings/Coordination	18	54	24	16							2,000	17,224
Total Hours	276	612	324	628	656	780	1,060	224	4	4,564		
Rate	154	134	134	125	105	77	69	45	130			
Total Fee	42,504	82,008	43,416	78,500	68,880	60,060	73,140	10,080	520		20,000	478,036
Expenses - Repro, Mileage, Etc.												15,000
Project Total												\$493,036

- PP Project Principal
- PM Project Manager
- QCO Quality Control Officer
- SP Sr. Project Landscape Architect/Engineer /Architect/Hydrologist
- S Staff Project Landscape Architect/Engineer/Architect
- DS Designer or Equivalent
- DR CADD Drafter/Technician or Equivalent
- C Clerical/Word Processing
- SUB. Subconsultant

EXHIBIT B

CITY OF LODI

221 West Pine Street, P.O. Box 3006, Lodi, California, 95241-1910
INSTRUCTIONS/REQUIREMENTS FOR INSURANCE COVERAGE

1. All contractors/developers who have contracts or agreements with the City are required to carry general liability/automobile insurance.
2. A duplicate or certificate of insurance shall be delivered to the City prior to starting any work on a project.
3. Each certificate shall contain satisfactory evidence that each carrier is required to give the City of Lodi notice 30 days prior to the cancellation or reduction in coverage of any policy.
4. The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.
5. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.
6. The CITY OF LODI, ITS ELECTED AND APPOINTED BOARDS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES, must be named as additional insured on the face of the insurance certificate OR as an endorsement attached to the certificate of insurance. (THE CITY OF LODI, ITS ELECTED AND APPOINTED BOARDS, COMMISSIONS, OFFICERS, AGENTS AND EMPLOYEES, MUST BE NAMED THE ADDITIONAL INSURED.)
7. Both the street address and the post office box of the CITY OF LODI must be shown along with Number 6 above: 221 West Pine Street, P.O. Box 3006, Lodi, California, 95241-1910.
8. In addition to the additional named insured endorsement on the policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."
9. The minimum limits of such insurance shall be \$1,000,000 Bodily Injury each occurrence/aggregate, \$1,000,000 Property Damage each occurrence/aggregate, or \$1,000,000 combined single limit.

Automobile insurance \$1,000,000:
Contractors must carry automobile insurance;
Developers must carry only if their vehicles are used on site.
10. If the limits of coverage are not the amounts specified in Number 9 above, and/or if the City is not named as an additional insured on the certificate of insurance, the City will not accept the certificate of insurance and a corrected certificate of insurance must be furnished to the City.
11. Contractor/Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claim period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
12. "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.
13. No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received.
14. If you have any questions, please call Sandy Nickel, Human Resources Department, at (209) 333-6704 x2133.

RESOLUTION NO. 2002-29

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL CONSULTING SERVICES CONTRACT WITH STANTEC CONSULTING, INC., FOR DESIGN OF DEBENEDETTI PARK (G-BASIN), AND FURTHER ALLOCATE \$545,000 FOR THE PROJECT

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NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the City Manager to execute a professional consulting services contract with Stantec Consulting, Inc., for design of DeBenedetti Park (G-Basin); and

BE IT FURTHER RESOLVED, that funds in the amount of \$545,000.00 be appropriated from the Certificate of Participation Financing for construction of General Fund Capital Projects.

Dated: February 6, 2002

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I hereby certify that Resolution No. 2002-29 was passed and adopted by the Lodi City Council in a regular meeting held February 6, 2002 by the following vote:

- AYES: COUNCIL MEMBERS – Hitchcock, Howard, Land, Nakanishi, and Mayor Pennino
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON
City Clerk