



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt resolution authorizing the City Manager to execute a professional consulting services contract with ELS Architecture and Urban Design for design and construction administration of a Parks and Recreation Campus Master Plan and an Indoor Sports and Activity Complex and appropriate \$681,135 for the project

MEETING DATE: February 6, 2002

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council approve the attached resolution for a professional consulting services contract and allocated the required funds for the design of the Indoor Sports and Activity Complex project.

BACKGROUND INFORMATION: In response to input from public meetings, community members, potential user groups and organizations, the Parks and Recreation Commission, and staff an Indoor Sports Complex 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 Architectural Services process to move forward toward design of an Indoor Sports and Activity Complex.

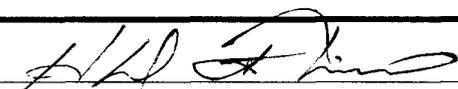
The RFQ document provided a variety of summary and project description information. Some of the highlights of this information include the following:

The City of Lodi consists of an official population of 57,900. The City Parks and Recreation Department extends services to the residents of San Joaquin County living outside Lodi's jurisdictional boundaries bringing the estimated population served to 70,000. The Parks and Recreation Department is one of several City departments under the authority of the City Manager who reports to the City Council. The Parks and Recreation Commission is appointed by the City Council to review and make recommendations to the Council regarding issues of interest.

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.

Although many areas of California experienced a growth spurt in the '80s and 90's, the City of Lodi's growth control ordinance limits new residential development based on an increase in population of 2% per year. The actual growth rate in recent years has been significantly less than 2%. At 2% growth, Lodi's population in 2020 is estimated to be 86,000. However, based on lower growth rates in the last decade, the 2020 population could be as low as 69,000.

APPROVED: _____


H. Dixon Flynn -- City Manager



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The City of Lodi Parks and Recreation Department currently operates indoor gymnasium facilities owned by San Joaquin County through joint use agreements with the County. In 1994, a Park, Recreation and Open Space Plan was developed. From a survey and workshop meetings revealed considerable interest for an indoor recreation center. The need assessment indicated a specific need for a gymnasium. The plan spells out the following design requirements for a successful Indoor Recreation Facility:

- (1) The facility should provide a wide range of facilities and activities of interest to all age groups.
- (2) Spaces should be provided for competitive and active sports, passive activities, receptions and general leisure.
- (3) Multi-use spaces should be favored over single purpose spaces. Flexibility is very important.

In the fall of 1996, the City of Lodi commissioned a feasibility study for constructing and operating facilities for indoor sports and recreational activities within the community of Lodi. A committee of citizens and City representatives was assembled for the purpose of defining project parameters and to provide leadership, direction and representation during this process.

The following goal statement written by the committee expresses the overall mission of facility:

To enhance the quality of life for all residents by providing affordable and accessible indoor facilities and sports activities. The center must be flexible to accommodate future growth and trends and designed for cost effective maintenance and operations. The center should provide a friendly, inviting atmosphere that fosters a sense of community. The center must provide a secure environment for participants of all ages and abilities to pursue fitness and recreation opportunities in the City of Lodi.

Beginning In January 2001 public workshops were held with citizens, staff, and the Parks and Recreation Commission which resulted in an indoor sports and activity center facility being identified as a priority for the City.

The City is attempting to acquire property located near the current Parks and Recreation offices to create a "campus" effect to an indoor sports complex. The goal of the Indoor Sports and Activity Center design plan is to provide detailed information regarding cost estimates; scale model for the project; concept design; preliminary design; and final design of the project. Construction plans and specifications will be produced from this work.

In response to the RFQ advertisement the City received roughly forty four (44) inquiries for information.

Thirteen (13) firms submitted statements of qualifications by the required deadline. A review group made up of representatives of the Boosters of Boys and Girls Sports (BOBS), the Lodi Sports Foundation, the Parks and Recreation Commission, the Public Works Department, the Community Development Department, the City Manager's Office, and the Parks and Recreation Department reviewed the submittals and conducted interviews with six (6) firms.

Through this process ELS Architecture and Urban Design was selected as the top ranked firm and staff conducted reference checks. A contract has now been negotiated and is attached for Council consideration for approval.

APPROVED: _____
H. Dixon Flynn -- City Manager



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The professional services contract with this firm is structured as a master contract with specific scope of work items identified. The design work for the project will move forward in phases with City approval required for each phase before proceeding.

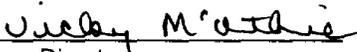
Significant aspects of the contract include requirements to conduct community meetings for public input, monthly progress meetings with the City Manager and relevant staff, timeline schedules and rate schedules for scope of work phases, and regular meetings with a design steering committee.

FUNDING:

\$ 612,700	From COP Financing for construction of General Fund Capital Projects for Basic Design Services.
\$36,000	From COP Financing for construction of General Fund Capital Projects for reimbursables.
\$34,785	From COP Financing for construction of General Fund Capital Projects for 5% contingency.

\$ 681,135	Total

Funding available:


 Finance Director


 Roger Baltz
 Parks and Recreation Director

RB:tl

cc: City Attorney

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"), and ELS ARCHITECTURE AND URBAN DESIGN. (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 Lodi Indoor Sports Complex and Site Master Planning 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 beyond consultants reasonable control such as 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. Owner agrees, however, that CONSULTANT shall not be responsible for unanticipated changes, unknown conditions, or delays beyond CONSULTANT'S reasonable control. 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 and associated charge rate schedule, Exhibit C, 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. CITY shall verify the correctness of each invoice and shall notify CONSULTANTS within ten (10) working days of any questions regarding invoiced items. CITY shall pay CONSULTANT in a timely manner.

Section 3.3 Costs

The fees shown on Exhibits B and C include costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant. Payment of reimbursable costs directly related to the Project as identified in Exhibit B shall apply.

CONSULTANT charge rates are attached and incorporated with Exhibits B and C. 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 or CONSULTANT shall provide thirty (30) days written notice to CITY prior to canceling or 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 D, 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: ELS ARCHITECTURE AND URBAN DESIGN
 Attention: David Petta
 2040 Addison Street
 Berkeley, CA 94704

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

Either party may terminate this agreement by giving either party 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 payment for services due to CONSULTANT. 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.

Section 4.16 Hazardous Materials

The CONSULTANT and CONSULTANTS sub-consultants shall have no responsibility for the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Section 4.16 Electronic Data Files

If the CITY, or others through the CITY, request copies of electronic data files ("CAD Data") prepared by CONSULTANT or its consultants for the Work, the parties agree to execute the CONSULTANT'S CAD Agreement which is attached as Exhibit D and incorporated by this reference prior to the transfer of such CAD DATA.

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: _____

ELS ARCHITECTURE AND URBAN
DESIGN

By  _____
RANDALL A. HAYS
CITY ATTORNEY

By: _____

Its: _____

SCOPE OF SERVICES

1.0 CONSULTANT'S SERVICES

- 1.1 The Consultant's services consist of those services performed by the Architect and Architect's consultants as enumerated below. These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant shall submit for the City's approval, and periodically adjust a schedule for the performance of the Consultant's services. Time limits established by this schedule and approved by the City shall not, except for reasonable cause, be exceeded by the Consultant or City.

2.0 PLANNING PHASE

- 2.1 The Consultant shall analyze the City's needs, review existing program information furnished by the City, and provide a final program for the Project.
- 2.2 The Consultant shall provide a preliminary evaluation of the City's site for the Project based on the information provided by the City of site conditions and the City's program schedule and budget for the Cost of the Project.
- 2.3 The Consultant shall review the City's proposed method of contracting for construction services and shall notify the City of anticipated impacts that such method may have on the City's program, financial and time requirements, and the scope of the Project.

3.0 SCHEMATIC DESIGN PHASE

- 3.1 Based on the approved Program and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the Consultant shall begin the Schematic Design Phase.
- 3.2 The Consultant shall review with the City alternative approaches to design and construction of the Project.
- 3.3 Based on the mutually agreed-upon program, schedule and construction budget requirements, the Consultant shall prepare, for approval by the City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
- 3.4 The Consultant shall submit to the City a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

4.0 DESIGN DEVELOPMENT PHASE

- 4.1 Based on the approved Schematic Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Agency, the Consultant shall prepare, for approval by the City, Design Development Documents consisting of Drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
- 4.2 The Consultant shall advise the City of any adjustments to the preliminary estimate of Construction Cost.

5.0 CONSTRUCTION DOCUMENTS PHASE

- 5.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the Consultant shall prepare, for approval by the City, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- 5.2 The Consultant shall assist the City in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the City and the Contractor.
- 5.3 The Consultant shall advise the City of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
- 5.4 The Consultant shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

6.0 BIDDING OR NEGOTIATION PHASE

- 6.1 The Consultant, following the City's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the City on obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

7.0 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- 7.1 The Consultant's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the City of the final Certificate for Payment or 30 days after the date of Substantial Completion of the Work.
- 7.2 The Consultant shall provide administration of the Contract for Construction as set forth below. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Consultant.
- 7.3 Duties, responsibilities and limitations of authority of the Consultant under this Phase of the work, shall not be restricted, modified or extended without written agreement of the City and Consultant with consent of the Contractor, which consent will not be unreasonably withheld.
- 7.4 The Consultant shall be a representative of and shall advise and consult with the

City during the administration of the Contract for Construction. The Consultant shall have the authority to act on behalf of the City only to the extent provided in this Agreement unless otherwise modified by written amendment.

- 7.5 Consultant's Proposal includes periodic site visits. These visits are for the purpose of becoming generally familiar with and to keep the City informed about the progress and quality of the portion of the Work completed to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and program in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
 - 7.6 The Consultant shall report to the City known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
 - 7.7 The Consultant shall at all times have access to the Work wherever it is in preparation or progress.
- 8.0 CERTIFICATES FOR PAYMENT
- 8.1 The Consultant shall assist City to determine amounts due the Contractor.
 - 8.2 The Consultant's review for payment shall constitute a representation to the City, based on the Consultant's evaluation of the Work as provided in 7.5 above, and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Consultant.
 - 8.3 The review of payment amount shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the City to substantiate the Contractor's right to payment, or (4) ascertained how or for what

purpose the Contractor has used money previously paid on account of the Contract Sum.

- 8.4 The Consultant shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- 8.5 The Consultant shall review or take other appropriate action upon the Contactor's submittals, such as Show Drawings, product Data and Samples, reviewed by the Consultant, but only for the limited purpose of checking for the visual design concept expressed in the Contract Documents. The Consultant's action shall be taken with reasonable promptness as to cause no delay in the Work or in the activities of the City, Contactor or separate contractors, while allowing sufficient time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's review of a specific item shall not indicate approval of an assembly of which the item is a component.
- 8.6 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Consultant shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Consultant. The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- 8.7 If approved as an Additional Service, the Consultant shall prepare Change Orders & Construction Change Directives with supporting documentation and data if deemed necessary by the Consultant, for the City's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- 8.8 The Consultant shall conduct inspections to determine the date or dates of

Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the City, for the City's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall review a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

9.0 ADDITIONAL SERVICES

- 9.1 The services described in this Section 9 are not included in Basic Services and they shall be paid for by the City as provided in this Agreement, in addition to the compensation set forth in Consultant's Proposal. The services described under this section shall only be provided if authorized or confirmed in writing by the Agency.
- 9.2 If more extensive representation at the site than is described in Paragraph 7.5 is required, such additional project representation shall be provided, including services required due to delays in construction not due to the fault of Consultant.
- 9.3 Making revisions in drawings, specifications or other documents when such revision are:
 - 9.3.1 inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's program or Project budget after final construction cost estimate is obtained;
 - 9.3.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
 - 9.3.3 due to changes required as a result of the City's failure to render decisions in a timely manner.
 - 9.3.4 due to Contractor's recommendations to vary from Contract Documents or Contractor's proceeding with work inconsistent with Contract Documents.
- 9.4 Providing services required because of significant changes in the Project including, but not limited to size, budget, quality or complexity.
- 9.5 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders.
- 9.6 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.
- 9.7 Providing services directly attributable to and required as a result of extension in the design schedule of more than 10%, or construction schedule, for reasons outside the

control of the Consultant, except as a result of formal suspension or termination.

- 9.8 Providing consultation concerning replacement of Work damaged by fire or other cause during construction and furnishing services required in connection with the replacement of such Work.
- 9.9 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the City or Contractor under the Contract for Construction.
- 9.10 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.
- 9.11 Providing services in connection with a public hearing arbitration proceeding or legal proceeding except where the Consultant is a party thereto.
- 9.12 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.
- 9.13 Financial feasibility studies, market analyses, and revenue, operating and maintenance cost projections.
- 9.14 Providing presentation models or professional renderings or artwork.

10.0 CITY'S RESPONSIBILITIES

- 10.1 The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.
- 10.2 The City shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures, adjacent drainage, right-of-way restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site locations, dimensions and necessary data with respect to existing buildings, other improvements and trees, and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- 10.3 The City shall furnish the services of geotechnical engineers when such services are requested by the Consultant. Such services may include but are not limited to test

borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

- 10.4 The City shall furnish the services of consultants other than those designated in ELS' proposal when such services are requested by the Consultant and are reasonably required by the scope of the project.
- 10.5 The City shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.
- 10.6 The City shall provide prompt written notice to the Consultant if the City becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Consultant's Instruments of Service.
- 10.7 Consultant will incorporate into the work plan and bid documents if necessary, all information provided by Agency regarding the discovery, analysis and mitigation of hazardous materials.

11.0 CONSTRUCTION COST

- 11.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the City of all elements of the Project designed or specified by the Consultant.
- 11.2 The Construction Cost shall include the cost at current market rates of labor and materials designed and or specified by Consultant and as approved or furnished by the City and equipment design, specified, selected or specially provided for by the Consultant, including the costs of supervision of construction or installation provided by a separate contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.
- 11.3 Construction Cost does not include the compensation of the Construction Manager, the Project Manager, the Consultant and the Consultant's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the City.

12.0 RESPONSIBILITY FOR CONSTRUCTION COST

- 12.1 Evaluations of the City's project budget, and any estimates of Construction Cost by the Consultant, represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Agency has control over the cost of labor, materials or equipment, over the

Lodi Indoor Sports Complex Agreement

Exhibit A: Scope of Services

Page 8

Contractor's method of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the City's project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Consultant.

WORK PLAN

Refer to attached preliminary project schedule

SPORTS COMPLEX PLANNING SITE MASTER PLANNING

Task 1: Startup

Meet with Project Manager, and other key staff from the Parks and Recreation Department. Afterwards, hold a **Kickoff Meeting** with all concerned City departments and key individuals one-on-one or collectively to get broad input that is pertinent to the project, and to establish points-of-contact. Agenda for these staff meeting/s may include the following:

- Project vision and goals statements, if any
- Status of space program
- Review progress towards site acquisition
- Project budget, financial parameters and energy/sustainability goals, if any
- Refine schedule and work plan
- Discuss alternative project delivery methods

Convene **Steering Committee Meeting No. 1** as soon as possible after, or on the same day as the staff kickoff meeting. Design Team representatives will include ELS key individuals and The Sports Management Group. Agenda for this meeting may include the following:

- Summarize project vision and goals statements, if any
- Brief presentation of ELS team qualifications, from interview, including an expanded site analysis
- Discuss national/regional trends in community sports facilities
- Space program
- Review progress towards site acquisition
- Project budget, financial parameters and energy/sustainability goals, if any
- Schedule and work plan
- Discuss possible field trip to comparable projects, in operation

Client tasks:

- Assemble and notify Steering Committee
- Provide relevant background information to ELS
- Provide site topographic and boundary survey
- Define current (or future) site boundaries and phasing scenarios
- Establish working budget for Sports Complex

ELS Work Product: Memo report of proceedings and conclusions

Task 2: Investigation and Site Plan Alternatives

Review background materials, including utility plans. Visit points of particular project interest or relevance in Lodi. Meet individually or in small groups with City staff, City officials and facility users to clarify points of program or process. Attend field trip for Steering Committee and other interested individuals to comparable facilities.

Finalize program, including space allocation, adjacencies, priority weighting, phasing considerations, and general finishes, materials and building systems. Produce at least 3 alternative site plans for the Sports Complex and the 2-block site. Estimate the range of probable construction costs for the Sports Complex

Meet with PRD project manager to preview work in progress (typical, prior to each Steering Committee meeting).

Convene **Steering Committee Meeting No. 2**. The City and consultants will summarize work progress since the first meeting. The Design Team will present and look for guidance from the Steering Committee regarding the following:

- Final draft of space program
- Site plan alternatives; selection of preferred alternative
- Progress report on probable construction costs

Client tasks:

- Facilitate arrangements for interviews, meetings and field trip
- Provide masonry testing for Fire House, if necessary
- Confirm program priorities, act as "tie-breaker"
- Confirm construction budget

ELS Work Product: Memo report, including preliminary program, and site plan options.

Task 3: Develop Preferred Sports Complex Site Plan and Master Plan

Finalize the preferred Site Master Plan and Sports Complex site plan, including floor plans, elevations, 3-dimensional sketch. Update construction cost projection to conform to preferred plan. Meet with PRD project manager to preview work.

Convene **Steering Committee Meeting No. 3**. The City and consultants will summarize work progress since the first meeting. The ELS team will present and receive comments regarding the following:

- Preferred plan, with elevations and sketches
- Final draft of probable construction costs

Conduct Public Workshop

Client tasks:

- Set up Public Workshop
- Provide information needed for a full project budget, including administrative costs
- Provide schedule input regarding project review and approvals process
- Determine fundraising strategies
- Approve progress to date

ELS Work Product: Complete the final Project Planning Report consisting of all previous memo reports, meeting minutes, reduced drawings and budget and schedule information. The report will be 8 ½ x 11 in black and white, suitable for photocopy reproduction. Following the Steering Committee meeting, the ELS team with all concerned City departments and key individuals one-on-one or collectively to update them on progress to date.

SCHEMATIC DESIGN PHASE

Upon the City's written authorization to proceed, the Schematic Design will pick up from the approved project site plan, starting with a kickoff meeting with PRD to confirm final Planning Phase comments.

Convene **Steering Committee Meeting No. 4**. At 50% Schematic Design, presentation will include:

- General building massing

- Illustrative landscape plan
- Enlarged floor plans
- Building elevations with colors and finishes
- Design images from similar projects
- Comparative cost analysis of any alternatives

Client tasks:

- Provide soils report
- Design guidelines, if any, for systems specifications
- Design assessment, from an operational and maintenance perspective
- Designate and begin to involve construction phase Project Manager
- Start selection process for if project delivery is to be via Construction Manager
- Approval of design direction

ELS Work Product: Meeting notes with attached reduced graphic materials

At completion of 100% Schematic Design **Steering Committee Meeting No. 5** will be held to review:

- Final documents, including engineering documents
- Cost estimate
- Presentation model

ELS Work Product: Schematic drawings and outline specifications; full-size and reduced plans; schematic level cost estimate.

Following the meeting, the ELS team will meet with all concerned City departments and key individuals one-on-one or collectively to update them on progress to date. Presentation will be made to Commissions and Council.

Client task: Approval of final work products

DESIGN DEVELOPMENT PHASE

Upon the City's written authorization to proceed, the Design Development Phase will proceed from the approved Schematic Design Phase documents, starting with a kickoff meeting with PRD staff to evaluate final Schematic Phase comments. In addition we will conduct interviews with maintenance staff at the halfway point. Design Development documents will include:

- Plans and elevations
- Site engineering systems
- Wall sections
- Structural framing
- Mechanical and electrical systems
- Landscape plan

Client tasks:

- Design assessment, from an operational and maintenance perspective, including enlarged plans of offices and other facilities
- Approval of final work products

Product: Full size Design Development drawings and outline specifications; DD level cost estimate.

At the conclusion of the DD phase, the ELS team will meet with all concerned City departments and key individuals one-on-one or collectively to update them on progress to date. Plans will be made available for review and comment by Task Force members.

CONSTRUCTION DOCUMENTS PHASE

Upon the City's written authorization to proceed, the Construction Documents Phase will proceed from the approved Design Development documents, starting with a kickoff meeting with PRD staff to evaluate final DD Phase comments.

Client tasks:

- Comment on 90% construction documents
- Provide front end specification sections
- Approval of final work products

Products: Full size 90% complete and 100%, Final Bid documents, including specifications. Final CD phase cost estimate.

At the conclusion of the CD phase, the ELS team will meet with all concerned City departments and key individuals one-on-one or collectively to update them on progress to date. Plans will be made available for review and comment by Steering Committee members. Plans will be submitted for permit. Upon approval by Commissions and Council, bid/negotiation sets will be reproduced.

BID AND PERMIT PHASE

The Bid and Permit phase will proceed from the approved Construction Documents. ELS will submit plans for permitting and provide final revisions as may be required. Originals of bid documents will be provided to the City for reproduction and distribution. The ELS team will conduct a pre-bid walkthrough, respond to bidders' questions, issue addenda as necessary, attend the bid opening, and assist PRD in evaluating bid results.

Client tasks:

- Distribute documents, including bid period information and addenda
- Submit permit and plan check fees
- Make arrangements for walk-through and bidder meetings

Products: Addenda as may be necessary.

CONSTRUCTION PHASE

The Construction phase will commence with the Notice to Proceed to the Contractor or CM, and will conclude with the approval of final payment. ELS will make monthly, or twice monthly site visits that will include attending construction progress meetings. Oral communications, meeting deliberations, and visual observations will be clearly summarized in writing, and serve as a permanent record of daily construction oversight activity.

Client tasks: Provide a project manager to attend meetings and provide prompt direction and approvals to the Architect and the Contractor during construction

Product: Site visit notes, clarification sketches and RFI responses. Written review of change proposals and substitutions.

POST CONSTRUCTION PHASE

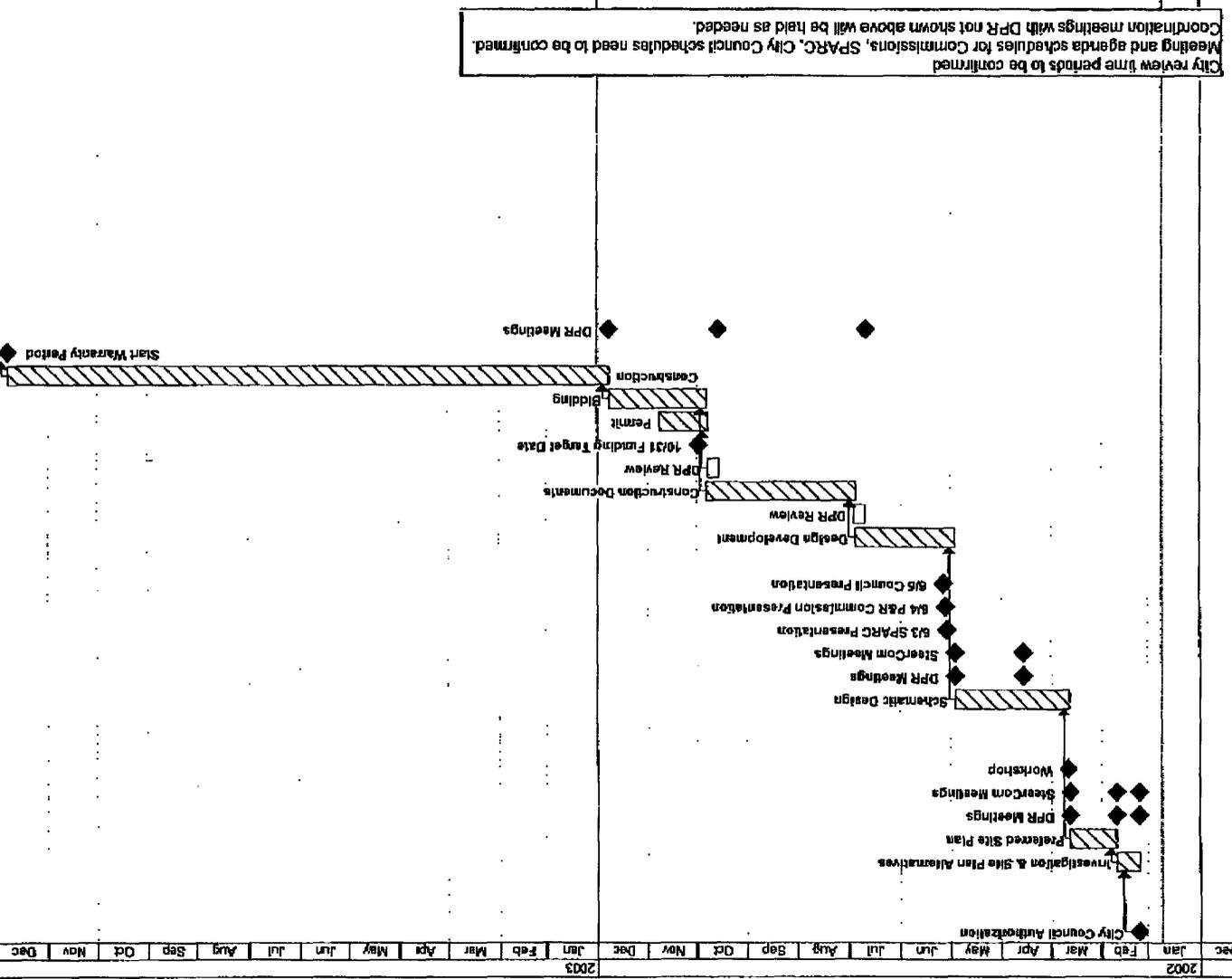
Post construction phase will include building commissioning sessions with Contractor and building manager and design consultants. Post occupancy review will take place at one-year anniversary of occupancy, and will mark the end of the major contractor warranty period. Evaluation will include how well the project achieved its goals, which may include financial, cost, energy, and the original vision.

Client tasks: Assist with arrangements to set up meetings

Product: Site visit notes; evaluation memo report.

End of Work Plan

Lodi Indoor Sports Complex
 PROJECT SCHEDULE
 Wed 1/23/02



Task Name	Start Date	End Date
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City review time periods to be confirmed
 Meeting and agenda schedules for Commissions, SPARC, City Council schedules need to be confirmed.
 Coordination meetings with DPR not shown above will be held as needed.



January 29, 2002

Mr. Roger Baltz
Parks and Recreation Department,
City of Lodi
125 North Stockton Street
Lodi, CA 95240

EXHIBIT B

SUBJECT: Indoor Sports and Activity Complex Design and Master Planning
Proposal for Design Services

Dear Mr. Baltz:

ELS is pleased to present this proposal to provide planning and design services for the City of Lodi's Indoor Sports and Activity Complex and Site Master Planning. This proposal includes services for Planning and Master Planning, Schematic Design, Design Development, Construction Documents, Bidding/Negotiation and the Construction Phase as outlined in this Proposal.

Our preferred Design Team includes the following subconsultants:

- Programming The Sports Management Group, Oakland
- Civil Baumbach & Piazza, Lodi
- Landscape SWA Group, San Francisco
- Structural SOHA Engineers, San Francisco
- Mechanical Capital Engineering, Sacramento
- Electrical The Engineering Enterprise, Alameda
- Estimating Davis, Langdon Adamson, Sacramento

We have not yet requested proposals from these subconsultants, until the completion of the planning phase, including final programming and further site investigations. At that point enough detail will be available for them to accurately assess the full scope of their work. We will make every effort to negotiate agreements with each subconsultant, and will not make any change in this team without the City's concurrence.

ASSUMPTIONS

General

- The site for the Indoor Sports Complex is the block bounded by Locust, Elm and Main Streets and the railroad tracks, including the full Main Street right of way.
- The Master Planning work will also include the block bounded by Locust, Elm, Main and Stockton Streets, and the Main Street right of way between the blocks. Master Planning will include reviewing and updating the 1995 Feasibility Study for the Firehouse Reuse and Corporation Yard. Design fees for the Fire House Reuse and Corp Yard Relocation are not included, and will be submitted upon request at the completion of the Master Plan.
- The City of Lodi will be responsible for providing all reports and information necessary for ELS and our consultants to complete our work including, but not limited to soils and geophysical reports for the site.
- Progress meetings with DPR staff are included as may be necessary, throughout the overall timeframe shown on the schedule.

- Specific allowance has been included for meetings and presentations to steering committees, public workshops, Commissions, SPARC and Council as per the attached work plan and schedule.
- A maximum of 18 (one monthly, plus 4 additional) site visits for ELS during bid and construction phases is included, including all pre-bid, bid review, start-up, completion/punch list and post construction activities. Visits by individual subconsultants will be enumerated in their individual proposals at the conclusion of the planning phase.
- Increases to the Sports Complex building area of 30,000 square feet, or the overall construction budget of \$5,250,000 may result in Additional Services.
- Financial feasibility studies, market analyses, and revenue, operating and maintenance cost projections may be provided as an Additional Service.

Indoor Sports Complex Compensation:

Fees by Phase	Programming	Landscape	Civil	Architecture, Struct / Mech / Elect Engineering, Cost Estimating	Total
Survey			\$8,500		\$8,500
Planning	\$4,000	\$4,000	\$900	\$11,100	\$20,000
Schematic Design	(Landscape, civil, structural, mechanical, electrical engineering and cost estimating included, but detailed breakdown not yet available)				\$65,000
Design Development	(Landscape, civil, structural, mechanical, electrical engineering and cost estimating included, but detailed breakdown not yet available)				\$100,000
Construction Documents	(Landscape, civil, structural, mechanical, electrical engineering and cost estimating included, but detailed breakdown not yet available)				\$200,000
Bidding	(Landscape, civil, structural, mechanical, electrical engineering and cost estimating included, but detailed breakdown not yet available)				\$25,000
Construction	(Detailed breakdown not yet available; allow for 1,000 total hours)				\$100,000
Total	(Landscape, civil, structural, mechanical, electrical engineering and cost estimating included, but detailed breakdown not yet available)				\$518,500

Master Planning Compensation:

Architecture (480 hrs x \$125 avg billing rate)	\$60,000
Survey	\$12,700
Civil Engineering	\$3,000
Landscape Design	\$9,000
Structural Engineering (Fire House Feasibility only)	\$6,500
Estimating (Fire House and Corp Yard Feasibility only)	\$3,000
Total (Not to Exceed):	\$94,200

Total Compensation, both projects \$612,700

Professional fees are "not-to-exceed" amount, billed hourly. Not-to-exceed amounts are intended to be cumulative, as each phase is completed, such that unbilled portions of any single phase may be applied to subsequent phases. The City and Consultant agree that the not-to-exceed amount for the Construction Phase is an estimate only, and may be subject to a request for increase, since the level of construction phase services required are often beyond the control of Consultant and difficult to anticipate.

Reimbursable expenses will be billed per the ELS rate schedule (Agreement Exhibit C). Expenses shall not exceed \$36,000, without advance notice and prior written approval. Presentation model and professional renderings are in addition to the basic compensation above.

Lodi Indoor Sports Complex Agreement
Exhibit B: Proposal Letter
January 25, 2002
Page 3 of 3

Please give me a call with any questions you may have. We look forward to our work with the City of Lodi and will start immediately upon acceptance of an agreement.

Sincerely,

ELS

David Petta
Principal and Project Manager

Clarence Mamuyac
Resource Principal and Project Designer

ELS
 RATE AND EXPENSE SCHEDULE
 CITY OF LODI

HOURLY BILLING RATES BY CLASSIFICATION FOR APPROVED ADDITIONAL SERVICES:

PRINCIPALS	\$120.00 - 180.00
ASSOCIATE PRINCIPALS	100.00 - 140.00
ASSOCIATES	80.00 - 120.00
PROFESSIONAL STAFF	60.00 - 110.00
TECHNICAL/SUPPORT STAFF	50.00 - 80.00

Rates are subject to revision on January 1, 2004 in accordance with cost of living adjustments. Individual billing rates and/or classifications may change during the year to reflect a change in status and/or merit salary adjustments.

REIMBURSABLE EXPENSES:

Reimbursable expenses shall be billed at cost times 1.1 and shall include actual expenditures made in the interest of the project, in the following categories:

- Outside consultants
- Expense of transportation and living expenses in connection with out-of-town travel, as pre-authorized by the Client (international flights shall be business class)
- Long distance communications and facsimiles
- Reproduction and photography
- Postage, shipping and delivery
- Fees paid for securing approval of authorities having jurisdiction over the project
- Professional renderings and models as requested by the Client and approved in writing

Invoices will be submitted monthly and are due upon receipt. Invoices more than 60 days overdue will be subject to a handling charge of 1.5 percent per month. If the Owner fails to make payment when due, the Architect may, at its option, upon seven days' written notice to the Owner, suspend performance of services.

ELS

ARCHITECTURE AND URBAN DESIGN



2040 Addison Street Berkeley, CA 94704
510.549.2929 510.843.3304 fax

January 29, 2002

EXHIBIT D: Sample CAD Agreement

Mr. Roger Baltz
Parks and Recreation Department
City of Lodi
125 North Stockton Street
Lodi, CA 95240

SUBJECT: Lodi Indoor Sports Complex
ELS Project No. 200117
Electronic Files Transfer Agreement

Dear Mr Baltz:

City of Lodi ("Owner") asked ELS ("ELS") to provide Owner with copies of certain CAD data files ("CAD Data") prepared by ELS in connection with the above referenced project ("Project"). ELS agrees to do so pursuant to the following terms:

1. Owner will reimburse ELS any time, costs and expenses in connection with the CAD transfer. Owner acknowledges that the transfer of CAD Data is not a sale; the CAD Data represents instruments of professional service. As instruments of professional service, ELS makes no representations or warranties, expressed or implied, of merchantability or fitness for a particular purpose or with respect to the CAD Data's quality, adequacy, completeness or sufficiency, or any results to be or intended to be achieved as to its use.
2. Owner's use of CAD Data is limited to **(Click here and describe use in Detail)** Owner agrees that CAD Data may be unsuitable for any other purpose.
3. Owner acknowledges that anomalies and errors can be introduced into CAD Data when it is transferred or used in an incompatible computer environment. Further, data stored on electronic media can deteriorate over time and become corrupted. Owner acknowledges and solely accepts the risks associated with and/or the responsibility for CAD Data including, but not limited to, any damages to hardware, software or computer systems or networks related to any use of the CAD Data. The CAD Data is being furnished "as is". Owner hereby releases and holds ELS harmless from any damages or losses of any kind, including, but not limited to, damages or losses to property or persons, including injuries or death, or economic losses, or any consequential, special, indirect or incidental damages, resulting from the transfer or use, reuse or modification of the CAD Data.
4. Owner is responsible for modifying its computer system to properly use the CAD Data. Owner acknowledges that Project, as built, may vary from the CAD Data transferred to the Owner. Owner and any users of the Data shall verify all dimensions in connection with the Data. ELS does not represent that all of the information contained in the Data is complete or to scale. ELS shall have no duty to modify or update the CAD Data and ELS reserves the right to retain an archival copy of the CAD Data delivered to Owner which shall be referred to and shall be conclusive proof and govern in all disputes over the form or content of the CAD Data furnished to Owner.
5. To the fullest extent permitted by law, Owner agrees to indemnify, defend and hold ELS and its consultants harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any

other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses arising out of the use, reuse or modification of the CAD Data, except to the extent ELS is found to be solely or partially liable as between the parties hereto for such damages or losses by a court or forum of competent jurisdiction.

- 6. (Not Used)
- 7. This Agreement shall be governed by California law.
- 8. Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, the prevailing party in such a proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose.

Signing this letter indicates your agreement to the terms stated above. Unless otherwise explicitly agreed to in writing by both parties, this Agreement shall govern any and all future transfers or use of new data, if any, to Owner by ELS.

Accepted and agreed by
ELS

Accepted and agreed by
(City of Lodi)

Signature

Signature

Name

Name

Title

Title

Date

Date

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. 2002-27

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL CONSULTING SERVICES CONTRACT WITH ELS ARCHITECTURE AND URBAN DESIGN FOR DESIGN AND CONSTRUCTION ADMINISTRATION OF A PARKS AND RECREATION CAMPUS MASTER PLAN AND AN INDOOR SPORTS AND ACTIVITY COMPLEX, AND FURTHER ALLOCATE \$681,135 FOR THE PROJECT

=====

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the City Manager to execute a professional consulting services contract with ELS Architecture and Urban Design for design and construction administration of a Parks and Recreation Campus Master Plan and an Indoor Sports and Activity Complex; and

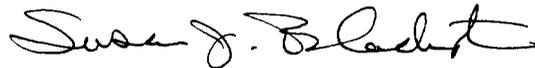
BE IT FURTHER RESOLVED, that funds in the amount of \$681,135.00 be appropriated from the Certificate of Participation Financing for construction of General Fund Capital Projects.

Dated: February 6, 2002

=====

I hereby certify that Resolution No. 2002-27 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