



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Architectural Services for Grape Bowl Phase I Renovation to 360 – CA Schrock Architects, of San Francisco (\$117,500)  
**MEETING DATE:** November 5, 2008  
**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt a resolution awarding the contract for architectural services for the Grape Bowl Phase I Renovation to 360 – CA Schrock Architects, of San Francisco, in the amount of \$117,500 and authorize the City Manager to execute the contract.

**BACKGROUND INFORMATION:** In early 2007, the San Joaquin County Board of Supervisors (Board) approved the allocation of discretionary Community Development Block Grant (CDBG) funds to the Grape Bowl Phase I Renovation. The Board in 2007 allocated \$250,000 to the project, and in 2008, another \$200,000 will be allocated. The City of Lodi has allocated \$225,000 of its 2007 CDBG allocation to the project, and a matching community match of \$500,000 is expected. The donor(s) of the community match have not been identified.

A schematic representation of the Phase I Renovation project was presented to Council on February 6, 2008. The Phase I project represents a major step forward in making the Grape Bowl compliant with the Americans with Disabilities Act (ADA) and the City's ADA Transition Plan adopted November 2, 2005. The project will include removal of the earthen berm at the north end of the stadium, construction of a bridge structure connecting the upper walkways, elevator, stairways, restrooms, and a ticket office building.

Work on the project will begin immediately upon approval. Completion of the construction documents is expected to be in spring/summer 2009.

City Council approved the Request for Proposals (RFPs) for architectural services on February 6, 2008. On July 23, 2008, RFPs were distributed to four architectural firms. On August 25, three proposals were received from 360 – CA Schrock, Lesofsky-Donaldson, and WMB Architects. Two firms were invited to participate on September 22, 2008, in an interview process, 360 – CA Schrock and WMB Architects. Based on the superior qualifications and experience in the programming and design of outdoor stadiums, staff recommends awarding the architectural services contract to 360 – CA Schrock Architects.

**FISCAL IMPACT:** \$117,500 Community Development Block Grant (CDBG) Funds

**FUNDING AVAILABLE:** City's 2007 CDBG: \$225,000

Kirk Evans, Budget Manager

F. Wally Sandelin  
Public Works Director

James M. Rodems  
Interim Parks & Recreation Director

FWS/pmf

**APPROVED:**   
Blair King, City Manager

**PROJECT ARCHITECT AGREEMENT**

**PROJECT:**

Grape Bowl Phase One Renovation

**PARTIES:**

City of Lodi  
221 West Pine Street  
P.O. Box 3006  
Lodi, CA 95241-1910

ARCHITECT: 360 – CA Schrock Architects, P.C  
1005 Sansome, Suite 234  
San Francisco, CA 94111

**DESIGNATED PERSONNEL:**

- (a) Principal in Charge: Tom Waggoner, AIA
- (b) Project Architect: Ian Glidden, AIA
- (c) Construction Administration/Project Manager: Ian Glidden, AIA
- (d) Structural Engineer: TBD, included in base fee
- (e) Mechanical Engineer: TBD, included in base fee
- (f) Electrical Engineer: TBD, included in base fee
- (g) Civil Engineers: TBD
- (h) Landscape Architect: TBD
- (i) Construction Cost Estimating: TBD

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**THE PARTIES AGREE THAT:**

**ARTICLE ONE: Project Description**

The Architect shall provide services as described herein. The general design of the project shall be as defined in the Request for Proposal and by this document.

The project includes all services for planning, space needs, schematic design, design development, and construction documents and will consist of the following elements:

- (1) Project Management
- (2) Pre-Design (Analysis and Schematic Design)
- (3) Design Development
- (4) Construction Documents

A preliminary description of the project, including the size and anticipated construction costs, are as outlined in Exhibit A, "Project Description", incorporated herein by reference.

The project will be designed to conform to the State of California standards and requirements.

ARTICLE TWO: Schedule of Services

- A. Architect shall complete all design work in order to allow the City to meet the funding requirements of the Community Development Block Grant (CDBG) funds.
- B. Architect shall complete the required services consistent with the following schedule:
  - Schematic Design– 4 weeks
  - Design Development Phase – 8 weeks
  - Construction Documents Phase – 12 weeks
  - Permit and Bid Phase – 6 weeks
  - Project Construction – 36 weeks
- C. Architect shall provide services under Project Construction Phase, through completion and acceptance of the City's construction contract.

ARTICLE THREE: Compensation, Method of Payment

A. Compensation for Basic Services:

- (1) Total compensation, including all expenses, shall not exceed \$117,500. This compensation includes all phases and services, including reimbursable expenses. Architect shall be reimbursed for all out-of-pocket expenses in connection with work, such as, but not limited to, long distance phone calls, express mail, delivery services, photography, copying, scanning, printing, computer plotting costs, travel expenses (mileage at \$0.505 per mile), as well as the professional illustration or development of any marketing materials that are in addition to our basic services. These will be billed at 1.1 times actual cost for administrative handling. Contract amounts will be invoiced monthly and are due within 30 days. Unpaid accounts over 60 days will be invoiced at an additional 1-1/2 percent per month.
- (2) Additional Services:
  - (a) Additional services shall be defined as services not included as basic services within this contract that the City directs the Architect to perform. In the event of this direction, Architect shall be compensated pursuant to this section. Additional services will only be paid if documented in advance in writing.
  - (b) Maximum rate per hour, including overhead, administrative costs, and profit shall be as shown in Exhibit B.
  - (c) With prior approval, the City shall pay for reimbursable expenses in performing Additional Services. The payment shall be limited to actual out-of-pocket expenses as reflected on an invoice or other proof of payment.
  - (d) Payment for additional Services shall be made monthly upon presentation of a statement of services in duplicate.

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

- (1) The \$117,500 fee shall be broken down as follows:

Schematic Design	\$17,625.00	15%
Design Development	\$23,500.00	20%
Construction Documents	\$47,000.00	40%
Permit and Bid Phase	\$5,875.00	05%
Project Construction	\$23,500.00	20%
Total	\$117,500.00	100%

Payment for this work shall be paid monthly upon submittal of a statement to the City from the Architect.

**ARTICLE FOUR: Definitions:**

- A. Construction Estimate (initial) shall mean agreed estimate of cost of the construction work established at a specific period in time to indicate the amount to be used to guide the design of the project.
- B. Major Categories of Work are those applicable categories of construction work **necessary** for completion of construction of the entire project and may include, but not be limited to, the following Construction categories: demolition, general construction, finishes, heating, ventilation, air conditioning modifications and improvements, plumbing modifications and improvements, and electrical modifications and improvements.
- C. Appropriate Authorities and Lending Agencies shall mean any private, local, municipal county, state, regional authority or agency with which the project may be involved. This term is intended to include those agencies and authorities which may require information or the filing of drawings, project manual, etc., in connection with the project on either a voluntary or nonvoluntary basis.
- D. The Contract Administrator shall be the City Administrator or his authorized representative. He shall represent City in all matters except when approval is specifically required by the City Council.

**ARTICLE FIVE: Basic Services of Architect**

- A) Services in General: Architect shall
  - 1) Consult, as necessary, with authorized employees, agencies, **and/or** representatives of City relative to the design and major categories of work.
  - 2) Cooperate with other professionals employed by City in the design of other work related to the project.
  - 3) Contract for, or employ at his expense, consultants to the extent he deems necessary for design of the project, including Mechanical, Electrical, and Structural Engineers licensed as such by the State of California. Nothing in the foregoing procedure shall create any contractual relation between City and any consultants employed by Architect under the terms of this Agreement.
  - 4) Designate Tom. Waggoner as the Principal in Charge who shall, so long **as** his performance continues to be acceptable to the City, remain in charge of the services for the project from beginning through completion of services provided for in this Agreement. Designate Ian Glidden as Project Manager.
  - 5) Assist City in fulfilling normal requirements set forth by appropriate authorities whose interest bears on the design, cost, and construction of the project.
  - 6) Abide by necessary requirements of funding sources, such as auditing requirements and payroll certifications, reviews of design by funding authorities, and complete the work in compliance with designated funding deadlines.
- B) Schematic Design Phase: Under this phase the Architect shall work with City staff to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the City.
  - 1) The Architect shall provide a preliminary evaluation of the City's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations of paragraph H.
  - 2) The Architect shall review with the City alternative approaches to design and construction of the Project.
  - 3) Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare for approval by the City, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
  - 4) The Architect shall submit to the City a preliminary estimate of construction cost based on area, volume or other unit costs.
- C) Development Phase: Under this Phase, the Architect shall complete the design development work relative to the Schematic Design.
  - (1) The Architect shall develop the approved schematic design approach. Based on the approved approach, the Architect shall prepare Design Development documents.
  - (2) Review existing documentation, including building plans, utility easements, and landscape irrigation and plantings.
  - (3) Architect shall analyze existing utility connections, determine site features to remain, and **analyze** impact of existing conditions.
  - (4) Site plans, floor plans, furniture layouts, elevations, and building sections as needed to **fix** and describe the project as to architectural, structural, mechanical, and electrical **systems**.
  - (5) Architect shall provide a reproducible document **consisting of**
    - (a) Site plans indicating general location and nature of site improvements.

- (b) Architectural, structural, mechanical, plumbing, and electrical floor plans, furniture layout plans, and major equipment locations.
- (c) Exterior elevations and building sections,
- (d) Outline specifications describing the major systems, materials, and items to be used (installation procedures not required); a tentative room finish schedule; the type of quality of interior and exterior materials; and the specific structural materials, the mechanical and electrical systems, and all major special systems and equipment to be used. The specifications shall be organized into **16** divisions following the recommendations of the Uniform System for Construction Specifications.
- (e) A written update of the probable construction cost of the project presented in a Construction Specifications Institute (CSI) format and consistent with the budget. This estimate will include allowances for escalation and market conditions

(7) Architect shall provide City and updated Design Development documents for review.

D) Construction Documents Phase: This phase commences only after the City has approved the Architect's Design Development and cost estimates. Upon receipt of notice from the City to proceed with the Construction Documents Phase, the Architect shall commence the following services:

- 1) Based upon the Design Development and any further adjustments in the scope or quality of the project or in the project budget authorized by City, the Architect shall prepare, for approval by the City, Construction Documents, consisting of drawings and a project manual, setting forth in detail the requirements for the construction of the project. Such documents shall be full, complete and accurate, giving such information as will enable a competent builder to carry them out.
- 2) The construction documents shall conform to and be consistent with the previously approved Design Documents. Architect shall incorporate no modification thereto without prior consent of the City.
- 3) Architect shall coordinate a Design Cost Estimate update. This update shall utilize the same breakdown of project components as was used in the Design Development Estimate outlined above.
- 4) Architect shall provide a Design Cost Estimate update. This update shall utilize the same breakdown of project components as was used in the Design Development Estimate outlined above.
- 5) The Design Cost Estimate update shall include all costs of construction of the project, including but not limited to bonds required by the General Conditions of the Construction Contract, the total cost of construction including labor, materials, and contractor's overhead and profit, and all allowances, including contingencies.
- 6) If the City orders modifications to the approved design not necessitated by the Architect's underestimation of costs, Architect shall prepare additional Design Development Documents, Construction Documents, and Construction cost Estimates, and shall receive compensation as an Additional Service.
- 7) Architect shall, to the best of his ability, endeavor to prepare all drawings and specifications in conformity with all applicable state and federal laws and regulations.
- 8) Architect shall review and edit, as necessary, the form General Conditions and Division 1 of the Specifications provided by the City. City may accept or reject Architect's suggested changes, at its sole discretion.
- 9) Architect shall submit all required construction documents to City as a package, with all items completed. Documents shall consist of one reproducible Mylar and original 8 1/2" x 11-inch specification book ready for reproducing.
- 10) Architect shall make changes necessary to comply with City's review comment, and resubmit corrected documents.
- 11) Architect shall assist the City and the Construction Manager in developing a construction schedule for the project.
- 12) All drawings shall be provided in AutoCAD, latest version.

E) Bidding Phase:

- 1) The architect, following the City's approval of the Construction Documents and of the updated State of Probable Construction Cost, shall assist the City in obtaining bids from general contractors or negotiating with a selected contractor for a lump-sum fixed-price contract for construction. Architect shall receive bidder's questions, develop clarification as required, prepare addenda for City's use, and attend a prebid conference. City will administer the overall bidding process.

- a) Following the City's approval of the construction documents and of the construction cost estimate, the Architect shall furnish to the City the original tracings of final working drawings for signature and the original project manual. Project manual shall be on 8 1/2- x 11-inch paper, **unless otherwise** approved by the City. For bidding purposes, Architect shall provide reproducible **drawings** and City shall reproduce the drawings and project manual. All drawings shall be provided on CAD format.
  - b) Architect shall assist the City in interpreting the drawings and specifications during the bidding process, and prepare addenda to the drawings or specifications that may be required, but the City shall approve all proposed addenda before delivery to interested bidders. Architect shall issue no addenda verbally or in writing to bidders.
  - c) Architect shall participate in prebid conferences with interested bidders and City staff, at City's request.
  - d) Architect shall advise City concerning acceptance or rejection of bids for the project.
  - e) City reserves the right to accept bids in excess of the approved final construction cost estimate or to reject any or all bids received.
- F) Construction Phase: This phase commences with the award of the Contract for construction, and will terminate upon the completion by the construction contractor of all services required by the Contract for construction and acceptance of the Notice of Completion by the City Council. Upon receipt of a written notice from the City to proceed with the Construction Phase, the Architect shall perform the services specified herein below:
- 1) Architect shall perform all services required of the Project Architect/Engineer within the time specified in the project manual and as reasonably directed by the City
  - 2) Architect and design consultants shall attend a pre-construction conference between all interested parties.
  - 3) Architect shall have access to the project site at all reasonable times
  - 4) Architect shall furnish definitions, clarifications, and interpretations of the drawings and project manual. The Architect will render interpretations upon receipt of requests for information and clarification necessary for proper and timely execution of the work. Clarifications necessary for the proper execution or process of the work will be made in no more than five (5) working days (not including mailing) when reasonably possible under receipt of written request of either the City or the contractor and shall render written decisions.
  - 5) Architect shall prepare supplemental drawings and specifications required to resolve actual field conditions encountered that are normally observable.
  - 6) Architect shall review and recommend appropriate action on detailed construction drawings and shop and erection drawings submitted by contractors for compliance with the basis of the design and the construction drawings and project manual. The Architect shall not have control or charge of and shall not be responsible for job site coordination, confirmation of dimensions, quantities, weight and gauges, fabrication process, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the contract documents. Architect shall provide colors consistent with City-approved schedule.
  - 7) The Architect shall review and recommend appropriate action on shop and erection drawings submitted by the contractors for compliance with the design, construction drawings, and project manual. In addition, the Architect should be required to promptly notify the City of all submittal review comments which require a change in the contract requirements that would result in a change order. In addition, the Architect shall process submittals in a reasonable time, but no more than 15 working days, not including mailing time.
  - 8) Architect shall review contractor-proposed substitutions which are permitted by "or equal" provisions of the specifications and shall advise City as to whether such requests are, in fact, or equal products to those specified, conform to the basis of the design, are consistent with the remaining contract documents, and possess equal salient characteristics of specified product.
  - 9) During the construction administration portions of the project, the Architect shall visit the site no less than once per week. The City will endeavor to schedule meetings in a manner consistent and limiting the Architect's travel to and from the site. Site visits by the engineer will be required by the progress of the system construction work and are in addition to the Architect's visits.
  - 10) On the basis of on-site observation, Architect shall endeavor to guard City against defects and deficiencies in the work of the contractor by providing technical assistance to the City's inspector, and shall notify City in the event a defect is discovered.
  - 11) Architect shall evaluate and sign the monthly requests for payment submitted by the contractor based on Architect's observations at the project site and review of the contract documents, and shall advise City as to the percentage and quality of work completed to date

- 12) If contractor requests a change order, Architect shall review and recommend for rejection or approval such request and the time and/or price changes requested.
- 13) Upon request of the City, Architect shall prepare all necessary technical data for contract change orders
- 14) Architect shall observe initial operation of the project or of performance tests required by the specifications.
- 15) Architect shall assist City in preparing a list of deficiencies ("punch list"), and the confirming completion by the contractor.
- 16) Architect shall make final on-site observation and report on completed project, and furnish City a written notice that the project is completed in general accordance with drawings and specifications except as noted. Architect shall report all observable omissions, unauthorized substitutions, defects or deficiencies in the work not remedied by the contractor.
- 17) Architect shall review all written guarantees and related documents assembled by the contractor for compliance with the project manual.
- 18) Prior to Notice of Completion, Architect shall assist the City in reviewing the contractor three complete sets of operating and maintenance manuals and instructions for electrical, mechanical, plumbing, security, and other systems installed on the project. The contract documents shall require the contractor to assemble, organize and index material and furnish it in suitable loose-leaf binders and provide same to Architect who shall review its completeness in compliance with the contract documents. Architect shall provide assistance to the City in training City staff regarding building start-up requirements, staff orientation, operation of systems within the building, and methods of operation as affected by building systems. If the City desires further training by Architect beyond that specified hereinabove, such further training shall be an additional service and shall be compensated as such pursuant to this Agreement.
- 19) Extent of duties, responsibilities and limitations of authority of Architect as City's representative during construction as set forth herein shall not be modified or extended without written consent of City and Architect. Architect shall keep detailed notes of all conversations with contractor or any subcontractor or supplier, including telephone conversations, and shall forward photocopies thereof to City upon request by City.
- 20) During all warranty or guarantee periods, up to two (2) years following acceptance of the contractor's work, relating to designs prepared under this Agreement, Architect shall, when requested, render (nonlegal) technical advice in order to assist City in obtaining necessary compliance by the Contractor with the terms of said guarantees or warranties.
- 21) Architect shall provide all drawings/changes on AutoCAD, latest version.

G) Documents and Drawings:

- 1) Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, and renderings prepared by Architect which shall be the property of the City upon payment in full to the Architect. Architect shall furnish City with documents as City requests, whether or not complete, upon completion of the project, or upon suspension or termination of this Agreement as provided hereinafter, upon payment in full to the Architect. Architect shall have the right to retain copies of documents and drawings for its records.
- 2) Architect shall furnish to City for purposes of checking and approving copies of
  - a) Design Development/Contract Documents that are prepared by Architect at 30%, 65%, 95%, and 100% completion.
- 3) Architect shall furnish to City for reproduction, original tracings or equivalent quality reproducible drawings and specifications masters for bidding and construction.

H) Control of Construction Cost:

- 1) Format and Comparing Estimates: All required estimates of construction costs by the Architect shall be prepared with input from the City. The Architect and City shall compare their respective estimates, in order to verify the general accuracy of both estimates, and highlight the differences.
- 2) Responsibility for Construction Cost: The City asserts that the total construction cost shall not exceed the maximum allowable construction cost (budget). The Architect accepts responsibility for assisting the City in determining the scope and quality of the project which can be constructed within the budget evaluations of the City's project budget and statements of probable construction cost prepared by the Architect represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the City has control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, the Architect cannot and does not warrant or represent that bids will not vary from the project budget proposed, established or approved by the City as the City-approved

construction cost, or from any statement of probable construction cost or other cost estimate or evaluation prepared by the Architect.

- 3) Scope and Quality Adjustments: At any time prior to issuance of the contract documents for bidding, should the City elect to make any additions to the quality or scope of the project, the Architect shall prepare a revised final statement of probable construction cost to reflect the cost of the additions. Should such revised final statement of probable construction cost exceed the City-approved construction cost, the City and Architect shall review the project to determine what revisions or steps would reasonably be expected to bring the estimated cost within the City-approved construction cost. The Architect shall thereafter prepare a revised final statement of probable construction cost, incorporating the mutually agreed revisions. When approved by City, such revised statement of probable construction cost shall become the new City-approved construction cost. The Architect shall be compensated for any such necessary revisions to the contract documents, including revised cost estimates, as an extra service, as provided herein.
- 4) Architect's Obligation to Modify Documents:
  - a) Architect shall, with mutual agreement of City, be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the contract documents, to make reasonable adjustments in the scope of the project, and to include in the contract documents alternate bids to adjust the construction cost to the City-approved construction cost.
  - b) if the bidding phase has not commenced within three months after the Architect submits the construction documents to the City, the City-approved construction **costs** shall **be** adjusted to reflect any change in the general level of prices according to the San Francisco Region of the Engineering News Record Building Cost Index between the date of submission of the construction documents to the City and the date on which proposals are sought.
  - c) If the lowest bona fide base bid for the project received by the City exceeds 110% of the final estimate of basic work, or is less than 90% of the final estimate of basic work, the City shall cooperate in revising the project scope and quality as required to reduce or increase the construction cost, including the acceptance of alternate bids. If the lowest bona fide base bid is in excess of 110% of the final estimate of basic work and the City so requests, Architect shall modify the plans and specifications, without additional cost to the City, to incorporate the City-approved scope and quality revisions, **so** as to bring the cost of the project to within the limits set forth above of the final estimate of basic work. **If**, after the application of some or all alternate bids, the construction cost is less than 90% of the final estimate, and if the City so requests, Architect shall modify the specifications without additional cost to the City to incorporate City-approved revisions so as to bring the cost of the project up to within 90% of the final estimate of basic work. The providing of such service shall be the limit of the Architect's responsibility arising from the obligation to modify the documents. In the event that the variation between the lowest bona fide bid and the final estimate can be shown to be caused by sudden and unpredictable fluctuations in economic conditions in the construction marketplace, as evidenced by analysis of the Means Stockton Cost Index, the Architect's obligation hereunder shall be adjusted in proportion to the change in the Index. In the event that the published index for the period applicable to the date of receipt of bids varies by more than 1% from the projected index, as mutually agreed by the Architect and City, then the Architect's final estimate of basic work shall be proportionately adjusted for use in the computation of this paragraph.

#### ARTICLE SIX Basic Services of City

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

- A. Building Information: City shall provide Architect with **available** plans and any technical information concerning all buildings or spaces that are affected by the project, including necessary site survey and topographical and soil information as well as necessary telephone, communication and data requirements for the project.
- B. Permits: The City shall pay for all required fees and permits. The Architect will advise potential permit requirements.
- C. The City shall assist the Architect in field investigations as requested and shall assist in getting information in the form of drawings, reports, photographs and video tapes in a timely manner to meet the project schedule.

#### ARTICLE SEVEN: Time

- A. The Architect shall provide its professional services in accordance with the ordinary **standard** of care, skill, and diligences customarily followed by architects and engineers in this and similar communities.
- B. Architect shall comply with all response times or schedules specified in the project manual or agreed to by the City.

- C. Notwithstanding Paragraph B, Architect shall respond with the ordinary standard of care, skill, and diligence customarily followed by architects and engineers in this and similar communities.
- D. City will pay for and assist in required review by agencies having jurisdiction over this project.
- E. Time is of the essence in performance of the work outlined herein. Neither party shall be responsible for delays from causes beyond their reasonable control.

ARTICLE EIGHT Additional Services

- A. If Architect is requested to provide additional services at any stage of the project development. City shall issue a written work order.
- B. In addition to services specified elsewhere in this Agreement, Architect shall receive additional compensation for the following additional services:
  - (1) Revision of previously approved drawings and/or specifications, or failure of City to meet schedule of services (Article Two), which incur cost to Architect as the result of action by City when not otherwise Architect's responsibility pursuant to this Agreement.
  - (2) Making planning surveys, feasibility studies, and special analysis of City's needs to clarify requirements for project programming.
  - (3) Supervision of repair of damage to the structure when so directed by City.
  - (4) Additional services caused by the delinquency or insolvency of the contractor.
  - (5) Preparation of measured drawings of existing structures, mechanical, plumbing, electrical systems and facilities as authorized by City.
  - (6) Travel and per diem outside of San Joaquin County when the City directs the travel in writing prior to commencing travel.
- C. Consultants not included under Basic Services  
 Consultant fee is limited Architectural Design Services, as well as Structural and **MEP** Engineering Services. The Basic Services fee specifically excludes any other professional consultants the City or Architect may require to proceed and complete the work. Upon proceeding with the project, it will be necessary for the City to add a consultant team that will include, but not necessarily be limited to:
  - (1) Civil and/or Geotechnical Engineer
  - (2) Landscape Architect
  - (3) Construction Cost Estimating
  - (4) Building Code Review
  - (5) Audio/Visual Consultant
  - (6) Lighting Design
  - (7) Food Service Consultants

ARTICLE NINE: Termination of Agreement

- A. Either party may terminate this Agreement upon thirty (30) days written notice should the other party fail substantially to perform its terms through no fault of the party initiating the termination.
- B. The City, at its sole discretion, may terminate this Agreement upon at least seven (7) days written notice to the Architect.
- C. Upon termination of this Agreement or suspension of work by either party, Architect shall furnish to City before further payment by City all documents and drawings prepared under this Agreement, whether complete or incomplete, upon payment in full to the Architect. Such documents and designs shall become City's exclusive property, free of claim or encumbrance by Architect.
- D. In the event of termination not the fault of the Architect, the Architect shall be compensated for all services performed to termination date, together with compensation for Additional Services completed, less amounts paid to date. No additional payment will be made to Architect other than for actual services completed as described above. Total amount of such compensation shall not exceed total amount payable at completion of phase during which the termination occurred.

The rates for such compensation shall be as specified in Article Three. Acceptance by Architect of such payment shall constitute a complete accord and satisfaction between the parties.

**ARTICLE TEN: Indemnity**

- A. Indemnity: Architect shall defend, indemnify, and save harmless the City, its officers, consultants, and employees from and against any and all losses, defense, costs, or liability which the City, its officers, consultants, and/or employees may sustain or incur, or which may be imposed upon them for injury to or death of persons, or damage to property to the extent caused as a result of or arising out of the negligent acts, errors or omissions of Architect during the performance of services under the terms of this Agreement.
- B. Professional Liability Insurance: During the entire term of this Agreement, Architect shall obtain and maintain in full force and effect professional errors and omissions (malpractice) liability insurance, which shall include the following provisions:
- (1) Policy Limits: Policy limits of said insurance shall be no less than \$1,000,000 limit per claim and in the aggregate.
  - (2) Extended Claim Coverage: Architect shall maintain professional liability insurance of the type generally available, insuring Architect for a period of one year following completion of the services provided under this Agreement, providing such insurance is available.
- C. Public Liability and *Property* Damage Insurance:
- (1) During the term of this Agreement, Architect will at all times maintain, at his expense, comprehensive general liability insurance naming the City, its City Council, officers, agents, and employees as additional insured. Amount of such policy shall be no less than \$1 million combined single limit per occurrence and for bodily injury including personal injury and property damage.
  - (2) Liability insurance shall contain the following endorsements:
    - (a) City shall be added as an additional insured as respects operations of the named insured performed under the contract with City.
    - (b) It shall be agreed that any insurance maintained by City shall apply in excess of, and not contribute with, insurance provided by the contractor's liability insurance policy.
    - (c) Architect's liability insurance policy shall not be canceled or non-renewed until after 30 days written notice has first been given the City.
    - (d) Coverage shall include claims arising out of Architect's use of automobiles.
    - (e) Liability shall not exclude liability assumed by written contract or agreement.
    - (f) Liability insurance shall include broadform property damage insurance.
    - (g) Prior to commencing services pursuant to this Agreement, Architect shall provide certificates indicating the existence of the insurance required by this Agreement, on insurance certificates executed by a duly-authorized agent of Architect's insurance provider.
- D. Workers' Compensation: Architect shall provide workers' compensation coverage as required by State law, and in signing this Agreement, makes the following certification: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of this Agreement."

**ARTICLE ELEVEN: Personnel**

- A. Architect shall assign only competent personnel to perform services pursuant to this Agreement.
- B. Supervision of Employees: All work or services performed by Architect or subcontractors of Architect shall be by or under the direct supervision of registered architects and/or engineers.
- C. Designated Personnel and Consultants: A material covenant of this Agreement is that the Architect shall assign the individuals designated above to perform the functions designated. The Architect shall not assign other individuals or firms to perform the services of the designated individuals and firms without the prior consent of the City.
- D. Attendance at Meetings: Ian Glidden shall attend all design meetings called by City in regards to the project, unless his presence is waived by City.
- E. if the City, in its sole discretion at any time during the term of this Agreement, desires the removal of any person assigned by Architect to perform services, Architect shall remove such person immediately upon receiving notice from City.

**ARTICLE TWELVE: Standards of Performance**

- A. *Professional Qualifications:* Architect represents that it is professionally qualified to perform the work. City, not being skilled in such matters, relies upon the qualifications of Architect to do and perform the work in a professional manner, and the City's acceptance of Architect's work does not operate as a release of Architect from responsibility to so perform the work.
- B. *License:* Architect shall secure and maintain throughout the term of this Agreement all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Architect to practice the profession or to perform the expert professional services required by this Agreement.
- C. *Compliance with Laws:* Architect will endeavor to see to it that the project, as designed, will comply with all applicable federal, state, and local laws, ordinances, regulations and permits in the performance of the Agreement and in the resulting designs, including requirements of Title 24 of the California Code of Regulations.
- D. *Standards of Performance:* Architect shall perform all Services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Architect is engaged. All work products of whatsoever nature which Architect delivers to the City pursuant to this Agreement shall be prepared in a manner conforming to the standards of quality normally observed by a person practicing in the Architect's profession.

**ARTICLE THIRTEEN: Miscellaneous Provisions**

- A. *Meaning of Terms:* Terms in this Agreement are intended and shall be construed as having the same meaning as those terms have in the General Conditions of the Contract for construction to be prepared by City and submitted to interested bidders during the Bidding Phase of the project.
- B. *Reuse of Plans:*
  - (1) If the City reuses the plans in total or in part on this or any other site, or if City completes any uncompleted portion of the project, Architect and all of its consultants shall be relieved of all responsibility for the construction resulting from such reuse unless City enters into an agreement with Architect for services in connection therewith. City will remove Architect's name and seal from all drawings prior to reuse by City or any third party.
  - (2) Architects shall not be entitled to any fees for such use of plans unless City enters into an agreement with Architect for services in connection therewith.
- C. *Non-Discrimination in Employment:* Architect shall comply with Section 1735 of the Labor Code, which provides as follows: "No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of (Chapter 1 of Part 7, Division 2 of the Labor Code.)" This requirement also includes the provisions and requirements contained in The Americans with Disabilities Act.
- D. *Conflict of Interest:*
  - (1) Architect shall, at all times in performance of this Agreement, comply with the law of the State of California regarding conflicts of interest, including, but not limited to Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulation promulgated by the California Fair Political Practices Commission.
  - (2) If any facts come to Architect's attention which raise any questions as to the applicability of this law, it will immediately inform the Contract Administrator and provide all information needed for resolution of the question.
  - (3) Without limitation of the covenants in Subparagraphs 1 and 2, Architect is admonished hereby as follows: These statutes, regulations and laws include, but are not limited to, a prohibition against any public officer, including contractor for this purpose, from making any decision on behalf of City in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any City decision which has the potential to confer any pecuniary benefit on contractor or any business firm in which contractor has an interest of any type, with certain narrow exceptions.
- E. *Authority by City:* This Agreement shall not be considered as giving exclusive authority to Architect for performing all services pertaining to the design and/or construction of the project. City may perform, or have performed, any phase, or any portion of any phase, of the various professional services outlined in this Agreement without liability or obligation to Architect. If the City elects to do so, it shall give its prior written notice to Architect of the election, and the City agrees to defend, indemnify and hold harmless the Architect and consultants from any and all actual damages which may arise out of such action by the City. This provision shall remain in effect and survive the termination of this Agreement.

- F. Assignment or Subletting: No performance of this Agreement or any portion thereof may be assigned or subcontracted by the Architect without the express written consent of the City, and any attempt by the Architect to do so without the City's prior written consent shall be null and void and constitute a material breach of this Agreement. However, this clause shall not prohibit Architect from independently contracting with subcontractors or subconsultants on contract to Architect, to enable Architect to perform the professional services for City required by this Agreement. In such event, Architect shall remain responsible and liable for the work product of any subcontractor or subconsultant.
- G. Independent Contractor: It is understood and agreed that Architect is an independent contractor and is not subject to the direction nor control of City except as to final result. Architect shall be solely responsible to pay all required taxes and other obligations, including, but not limited to **withholding** and social security. Architect agrees to indemnify and hold the City harmless from any **liability** referenced in this paragraph which City may incur to the federal or state governments as a consequence of this Agreement.
- H. Successors: This Agreement shall inure to the benefit and bind the successors of each of the parties.
- i. Records: Architect shall maintain complete and accurate accounting records showing the services performed in connection with performance of this Agreement, the phase during which such services were performed, and the identify of the person(s) performing such services. Architect shall make such records available for inspection by authorized representatives of the City at any reasonable time during the performance of this Agreement and for the period specified by City, no less than five (5) years from and after the date of final payment.
- J. Notice: Any notice, demand, request, consent approval or communication that either party desires or is required to give the other party shall be in writing and either serviced personally or sent by prepaid **first-class** mail, or the equivalent thereof by private carrier. Any such writing shall be addressed to the address appearing on the first page.
- K. The City acknowledges that the Architect has no special knowledge or expertise with regard to asbestos or other pollutants and that the Architect cannot obtain insurance coverage for claims involving hazardous, toxic, and/or asbestos-containing materials or other pollutants. Therefore, the Architect, its agents, subconsultants and employees shall have no responsibility for, and the City agrees to bring no claim against the Architect, its agents, subconsultants and employees, relating to the investigation, detection, abatement, replacement, or removal of asbestos material, or relating to sudden or gradual escape or release of hazardous contaminants of any kind into or upon the land, the atmosphere, or any water course or body of water, excepting **only** such claims which arise out of the sole negligence or willful misconduct of the Architect, its agents, employees, or subconsultants.
- L. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of California and any legal action arising therefrom shall be initiated in the courts of San Joaquin County, **Stockton**, California.

**ARTICLE FOURTEEN: Extent of Agreement/Waiver**

- A. This Agreement represents the entire and integrated agreement between the City and the Architect and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Architect.
- B. The waiver by the City or any of its officers or employees, or the failure of the City or any of its officers or employees to take action with respect to any right conferred by or any breach of any term, covenant, or condition of this Agreement shall not be deemed to be a waiver of such term, covenant, or **condition**, or subsequent breach of the same, or of any other term, covenant, or condition of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

360 - CA SCHROCK ARCHITECTS, P.C.

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
Blair King, City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Title

\_\_\_\_\_

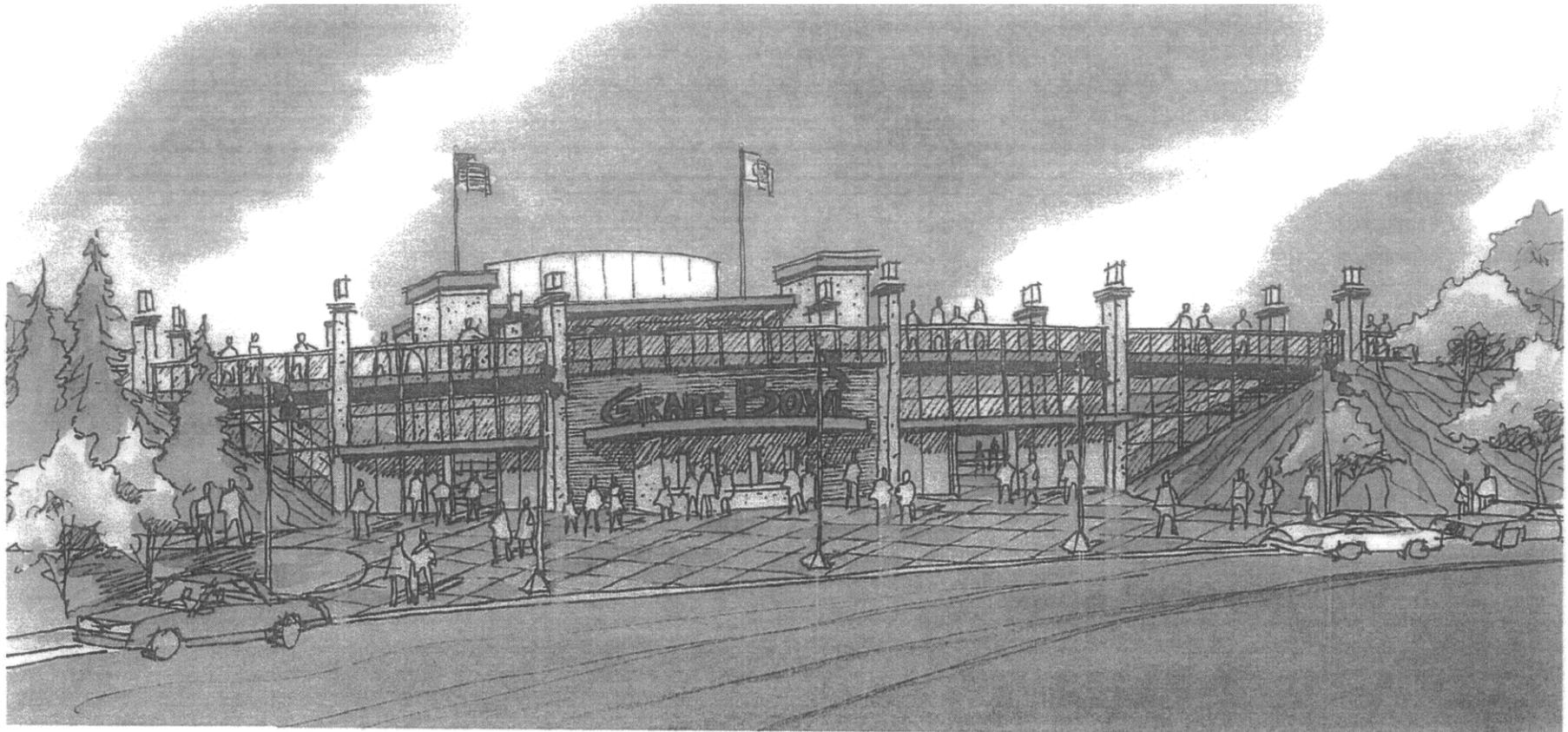
Randi Johi, City Clerk

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_

D. Stephen Schwabauer, City Attorney



GRAPE BOWL - WEST ELEVATION

**GRAPE BOWL FOOTBALL STADIUM  
PHASE I RENOVATION DESIGN & CONSTRUCTION  
ENGINEER'S ESTIMATE  
JANUARY, 2007**

Description of Work	Quantity	Unit Cost	Total Cost
<b>1. Plans and Specifications - Phase I (Architecture and Engineering Fees)</b>			<b>\$225,000.00</b>
<b>2. Cleating &amp; Grubbing Site Preparation</b>	<b>5800 CY</b>	<b>6.85</b>	\$39,730.00
<b>3. Restroom, Elevator, Ticket Office Bldg</b>	500 SF	350.00	\$175,000.00
<b>4. Bridge Structure</b>	<b>2600 SF</b>	125.00	\$325,000.00
<b>5. Concrete Stairs</b>	1120 SF	25.00	\$28,000.00
<b>6. Elevator</b>	<b>1 EA</b>	100,000.00	\$100,000.00
<b>7. Plaza Area</b>	12,000 SF	15.00	\$180,000.00
<b>8. Concrete Walkways</b>	<b>2500 SF</b>	<b>8.00</b>	\$20,000.00
<b>9. Railing/ Handrails</b>	<b>LS</b>	20,000.00	\$20,000.00
<b>10. Lighting</b>	<b>LS</b>	70,000.00	\$70,000.00
<b>Construction Sub-Total</b>		\$957,730.00	
<b>25% Contingency</b>		\$239,432.50	
<b>Construction Total</b>		\$1,197,162.50	



THREESIXTY ARCHITECTURE

360 Architecture  
Hourly Rate Schedule

Senior Principal	\$220 - \$270
Principal/Project Director	\$160- \$210
Sustainability Facilitator	\$175
Senior Designer	\$150
Senior Project Manager	\$170
Project Manager/Information Technology Specialist	\$140
Senior Project Architect/Graphics Director	\$130
Designer	\$120
Project Architect/Project Interior Designer/Graphics Designer III	\$100
Architectural Illustration	\$90
Senior Staff Architect/Interior Designer/Graphics Designer II	\$80
Staff Architect II/Interior Designer II/Graphics Designer I	\$70
Staff Architect I/Interior Designer I/Graphics Designer Tech	\$60
Administrative Staff Support	<b>\$50</b>
CA Coordinator	\$50
Student Architect/Interior Designer	\$45

Please note that these *are* our *current hourly categories* and rates, which are *subject to* change based on annual *salary* increases.

RESOLUTION NO. 2008-211

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING  
CONTRACT FOR ARCHITECTURAL SERVICES FOR  
GRAPE BOWL PHASE I RENOVATION AND AUTHORIZING  
CITY MANAGER TO EXECUTE THE CONTRACT

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WHEREAS, in answer to the request for proposals that was duly approved by the City Council on February 6, 2008, proposals were received and opened on August 25, 2008, at 5:00 p.m. for architectural services for the Grape Bowl Phase I Renovation; and

WHEREAS, based on review of the proposals, two firms were invited to participate in the interview process. Based on the results of the interview process, staff recommends that the contract for architectural services for the Grape Bowl Phase I Renovation be awarded to 360 - CA Schrock Architects, of San Francisco, California, in the amount of \$1 17,500.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for architectural services for the Grape Bowl Phase 1 Renovation to 360 - CA Schrock Architects, of San Francisco, California, in the amount of \$1 17,500; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract.

Dated: November 5, 2008

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I hereby certify that Resolution No. 2008-211 was passed and adopted by the Lodi City Council in a regular meeting held November 5, 2008, by the following votes:

- AYES: COUNCIL MEMBERS – Hitchcock, Hansen, Johnson, Katzakian, and Mayor Mounce
- NOES: COUNCIL MEMBERS – None
- ABSENT: COUNCIL MEMBERS – None
- ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL  
City Clerk