



CITY OF LODI

PUBLIC WORKS DEPARTMENT

COUNCIL COMMUNICATION

TO: City Council
FROM: City Manager
MEETING DATE: January 21, 1987
AGENDA TITLE: Approve Consultant's Agreement for Development of Master Plan for Parks and Recreation Office and Corporation Yard Facilities

RECOMMENDED ACTION: That the City Council authorize the City Manager to execute the agreement with Morris & Wenell Architects for the preparation of the Master Plan for the Parks and Recreation Facilities.

BACKGROUND INFORMATION: In the 1986/87 Capital Improvement Program approved by the City Council at its last meeting, funds were allocated for this work. In October, the Public Works Department, working in conjunction with the Parks and Recreation Department, sent out a request for proposal (RFP) to local architects/planners. The City received three replies. One firm indicated they were not interested due to their existing workload. The other firm submitted a proposal, however, it was over \$3,000 greater than the proposal received from Morris & Wenell.

The amount of Morris & Wenell's proposal totals \$15,272.00. This amount is somewhat higher than might be expected on a master plan of this type. This is due to the inclusion of a structural evaluation of the roof structure and block walls of the existing administration building and special evaluation of the electrical and mechanical facilities. The City will be paying Morris & Wenell on a time and material basis up to the maximum shown in the agreement.

Attached for the City Council's information are copies of the agreement, the proposal received, and the City's RFP. The agreement has been reviewed by the City Attorney.


Jack L. Ronsko
Public Works Director

JLR/ma

Attachment

cc: City Attorney
Parks & Recreation Director

APPROVED:


THOMAS A. PETERSON, City Manager

FILE NO.

The California Form of Agreement for Architectural Services

Prepared by the California Council, The American Institute of Architects, for use between client and architect.

PROJECT Master Planning of Park and Recreation's Office and Corporation Yard Facilities
pursuant to attached proposal dated November 1986

The Client and the Architect agree as follows:

1. ARCHITECT'S SERVICES: The Architect's professional services shall consist of:
- a. Scheme and Program Development.
 - b. Preliminary Studies.
 - c. Working Drawings and Specifications.
 - d. Structural, Mechanical and Electrical Working Drawings and Specifications.
 - e. Providing Standard Forms of Bid Proposals and Contracts.
 - f. Receiving Bid Proposals.
 - g. Administration of the Construction Contract and Issuance of Certificates of Payment.

2. BASIC COMPENSATION: Basic compensation shall be Fifteen Thousand Two Hundred Seventy-Two and No/100
(\$15,272.00)

Services shall be paid for as follows:

Schedule of Services

- a. Schematic and Program Development.
- b. Preliminary Drawings.
- c. Working Drawings and Specifications.
- d. Administration of the Construction Contract and Issuance of Certificates.

	Proportion of Basic Compensation
100	15 percent
	20 percent
	44 percent
	20 percent
100 percent	

A retainer of \$ -0- to be credited to the final payment, is payable upon execution of this agreement. Statements shall be rendered monthly and paid in proportion to amount of services completed. ~~Until actual cost of construction is determined, payments on account shall be based upon estimated costs approved by the Client. No deduction is to be made on account of penalty, liquidated damages, or other sums withheld from payments to contractors.~~

3. ADDITIONAL SERVICES:

- a. Any work let under separate contracts shall be subject to additional compensation of pursuant to attached fee schedule
- b. If, after a scheme has been approved, the Client makes a decision which, for its proper execution, involves additional services and expense for changes in or additions to the drawings, specifications or other documents; or if the Architect be put to labor or expense by delays caused by the Client or a contractor, or by the delinquency or insolvency of either, or as a result of damage by fire or other casualty, the Architect is to be equitably paid by the Client for such additional service and expense.
- c. If any work designed by the Architect under the Client's direction is abandoned or suspended, the Architect is to be paid an equitable amount in accordance with paragraph 2.

d. The Client shall reimburse the Architect for unusual expenses as follows: The City of Lodi shall approve any unusual expenses prior to the commencement of services for said unusual expenses.

Reimbursements, and payments for additional services, shall be paid from time to time as the work is done or expenses incurred.
e. The Client may authorize the Architect to have models or other graphic presentations made, for which the Architect shall be reimbursed.

4. SURVEYS AND BORINGS: The Client will furnish a certified survey of the building site together with full information regarding existing structures, rights, zoning and other restrictions, easements, boundaries and contours of the building site and also with respect to sewer, water, gas and electrical services. The Client shall pay for any borings, test pits and other tests that may be required.

5. ADMINISTRATION: The Architect will make such periodic visits to the work as he deems necessary to ascertain whether it is being executed in conformity with drawings, specifications or directions, but the Architect is not responsible for the performance of contractors or for their errors or omissions. The Architect will provide technical direction to an approved project inspector employed by and responsible to the Client if such employment is authorized by the Client.

6. REPRODUCTIONS: The Architect will furnish -0- final sets of reproductions of working drawings and specifications and the Client shall reimburse the Architect at cost for additional reproductions ordered by the Client.

7. SUCCESSORS AND ASSIGNMENTS: The Client and the Architect, each binds himself, his partners, successors, legal representatives, and assigns to the other party to this agreement, and to the partners, successors, legal representatives and assigns of such other party in respect of all covenants of this agreement. Neither the Client nor the Architect shall assign or transfer his interest in this agreement without the written consent of the other.

8. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS, as instruments of service, is that of the Architect whether the work for which they are made be executed or not. City of Lodi to receive one (1) set of reproducible drawings.

9. ARBITRATION: All questions in dispute under this agreement shall be submitted to arbitration in accordance with the provisions, then obtaining, of the Standard Form of Arbitration Procedure of The American Arbitration Association.

10. SCOPE OF AGREEMENT: This is the entire agreement between the parties and there are no agreements, conditions, or representations between the parties except as expressed herein.

11. ADDITIONAL PROVISIONS: See Article 9 attached hereto and incorporated herein by reference. See Proposal dated November 1986 attached hereto and incorporated herein by reference.

The above is mutually agreed to this 8th day of January 19 87

CITY OF LODI

By: Thomas A. Peterson, City Manager Client

MORRIS & WENELL ARCHITECTS AND PLANNERS INC.

By: Robert Morris Pres. Architect

Approved as to Form:

Ronald M. Stein, City Attorney

Attest: Alice M. Reimche, City Clerk

ARTICLE 11 - ADDITIONAL PROVISIONS

The Architect to provide sufficient copies of working drawings and specifications for review by staff and processing through the Building Department.

The Architect will be responsible for processing the plans and specifications through the Building Department. The City of Lodi will take care of all permit fees involved.

The Architect will be responsible for processing the plans through the Site Plan and Architectural Review Committee of the City of Lodi.

The reproducible drawings to be submitted to the City by the Architect shall be either the original drawings or mylar copies of the originals.

ARTICLE 9 - INDEMNIFICATION

The Architect shall defend, indemnify and save harmless the City of Lodi, its officers, agents, and employees from and against any and all claims, demands, losses, defense, costs, or liability of any kind or nature, which the City of Lodi, its officers, agents, 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 as a result of, arising out of, or in any manner connected with Architect's allegedly wrongful acts or actively or passively negligent performance or attempted performance of this agreement, excepting only liability arising out of the willful misconduct or sole negligence of the City of Lodi.

Dated: December 11, 1986

MORRIS & WENELL
Architects and Planners Inc.

By: Robert Morris Pres.

Dated: Jan 8, 1987

CITY OF LODI

By: _____
Thomas A. Peterson, City Manager
Approved as to Form:

Attest: Alice M. Reimche
City Clerk

Ronald M. Stein, City Attorney

CITY OF LODI

PARKS AND RECREATION DEPARTMENT
OFFICE AND CORPORATION YARD FACILITIES
MASTER PLAN

STATEMENT OF QUALIFICATIONS/PROPOSAL



MORRIS & WENELL
Architects and Planners Inc.
Lodi, California

November 1986

I. MASTER PLAN

The master plan shall be drawn to the agreed upon scale and developed on our CAD system, allowing easy modification and updates.

The final drawing will be computer generated and colored. This plan will take into consideration the following elements:

1. Landscaping
2. Schematic Floor Plans
3. Exterior Uses Plan
4. Pedestrian Circulation
5. Vehicle Circulation
6. Areas of Future Expansion

The cost for this work. \$4,122.00

II. ELEVATIONS

Street elevations will be prepared along Main, Locust and Stockton Streets as well as the alley view. The elevation will be rendered and colored.

The cost for this work. \$1,250.00

III. FEASIBILITY

A building evaluation will be made by the architect and shall include reports prepared by licensed structural, mechanical and electrical engineers. We have included a \$500.00 allowance for materials testing, if required by the structural engineer.

The cost of this work is. \$7,125.00

IV. COST ESTIMATE

We will prepare a comprehensive cost estimate using our own computer generated cost spread sheets. With the cost system we use, updates are very easy. From the cost estimate developed, we can make recommendations on phasing the construction.

The cost of this work is. \$1,275.00

V. MEETINGS

We will meet with any agency or group as necessary to design and present the project. We propose a time and material schedule for this phase with a "Not to Exceed" of \$1,500.00. This would allow the opportunity for 25 hours of meeting time.

1. PROPOSAL COSTS SUMMARY:

Master Plan	\$ 4,122.00
Elevations.	\$ 1,250.00
Feasibility	\$ 7,125.00
Cost Estimate	\$ 1,275.00
Meetings.	\$ 1,500.00
Total	\$15,272.00

2. NAME OF PRINCIPAL AND PROJECT MANAGER IN CHARGE OF PROJECT:

Principal in Charge: Larry Wenell
Production Assistants: Tim Mattheis
Eric Schmidt

CITY COUNCIL

FRED M. REID, Mayor
EVELYN M. OLSON
Mayor Pro Tempore
DAVID M. HINCHMAN
JAMES W. PINKERTON, Jr.
JOHN R. (Randy) SNIDER

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
CALL BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 334-5634

THOMAS A. PETERSON
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

October 15, 1986

SUBJECT: RFP for preparation of Master Plan of Park & Recreation
Department's Office and Corporation Yard Facilities

The City Council has directed staff to obtain proposals for development of a Master Plan covering the existing and ultimate needs of the Park & Recreation Department. The site location is the half block presently being used by Park & Recreation, and as shown on the enclosed plan marked Exhibit A.

The scope of the work to be included under the subject Master Plan is as follows:

1. Master Plan Exhibits
 - a. Colored Master Plan (approximately 22" X 36")
 - b. Reproducible mylar of Master Plan
 - c. Schematic Floor Plan showing all major uses. Most office and yard needs and requirements are shown on Exhibits B and C respectively.
2. Elevations
 - a. Street elevations from Main, Locust and Stockton Streets
3. Feasibility Study for Upgrading and Reuse of Existing Administration Building
 - a. Evaluation of existing roof structure
 - b. Evaluation of existing concrete block walls
 - c. Electrical and HVAC analysis
4. Total Project Estimate
 - a. Detailed estimate broken down into major building and facilities
 - b. Recommended phasing priority listing

5. Meetings

- a. Preliminary, in progress meetings and final presentation meetings with staff, Park & Recreation Commission and City Council

The City of Lodi will provide the following:

- o Additional copies of the enclosed plans
- o Grade elevations at specific locations on the site if needed for Master Plan preparation
- o Major utility locations. All major utilities are available from the street or alley rights of way
- o Building Plans, dated 1948, for major addition to existing administration building (copy attached)
- o Program of uses to be included in the Master Plan (Exhibits B and C show outline of information to be included in program)

The existing water tank is to be replaced by the City. The new location of the tank (within this site) is to be part of the final plan.

If your firm is interested in this work, please respond by submitting four (copies) of the formal proposal to the Public Works Department by 5:00 p.m., Friday, November 14, 1986. The proposal should speak to the five major headings above and should also include at least the following information:

1. Proposal costs. The Consultant shall provide the estimated fee (including current fee schedule) to complete the project. The cost will be considered, but will not necessarily be the determining factor of selection. The proposal cost should be broken down into the five (5) major headings listed above.
2. Name of Principal and Project Manager to be in charge of this project.
3. List of similar recent projects prepared by or under the supervision of the Principal and/or Project Manager being used on this project. This listing should include a description of Master Plan prepared, total project estimate, who worked on the project, indication if your firm also did working drawings, owner's name, telephone number and contact person.
4. A proposed schedule of dates for preparing the work.

After proposals are received the best qualified candidates will be

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invited to make an oral presentation of their proposal and their firm's qualifications to a selection committee.

Only three local firms have been asked to submit proposals. We are hopeful that your firm is interested in this project and we are looking forward to working with you through the selection process.

Sincerely

Jack L. Ronsko
Public Works Director

Enclosures

cc: City Manager
Parks & Recreation Director
Parks & Recreation Commission

JLR/cag