



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Design of Library Renovation Phase 3 Project with WMB Architects, of Stockton (\$29,805) and Appropriating Funds (\$35,000)

**MEETING DATE:** May 1, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute Professional Services Agreement for design of Library Renovation Phase 3 Project with WMB Architects, of Stockton, in the amount of \$29,805 and appropriating funds in the amount of \$35,000.

**BACKGROUND INFORMATION:** In 2008, the Library Renovation Phase 2 Project was completed that made improvements to the entry, bathrooms, reception area and children's area. The Library Board and Library Foundation have voted to move forward with the Phase 3 renovation project that will complete carpet, lighting, communications, space conditioning and furniture upgrades within the area identified in Exhibit A. In addition, rooms to accommodate tutoring, a computer laboratory and meetings will be created, as shown in Exhibit A. Café-style and teen sitting areas will be also be provided.

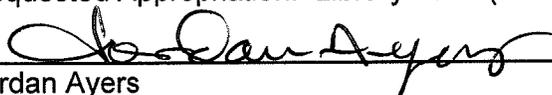
WMB Architects was the design firm for the Phase 2 project and has been selected by the Library Board to provide architectural and construction support services for the Phase 3 project. The project budget is approximately \$400,000 and will be funded by Library Capital, Library Trustee donations, and Library Foundation funds that will be transferred to the Library Fund (211815) as expenses are incurred.

The Phase 3 project is smaller in scope and cost than previously represented to the City Council. Cost savings are to be realized by not moving the book stacks and not purchasing new furniture. Existing furniture will be refinished and reupholstered as needed.

Staff recommends approval of the WMB Architects Professional Services Agreement for the Library Renovation Phase 3 Project in the amount of \$29,805 and appropriating funds in the amount of \$35,000 with the additional appropriation allocated to cover staff costs.

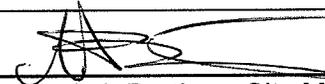
**FISCAL IMPACT:** Not applicable.

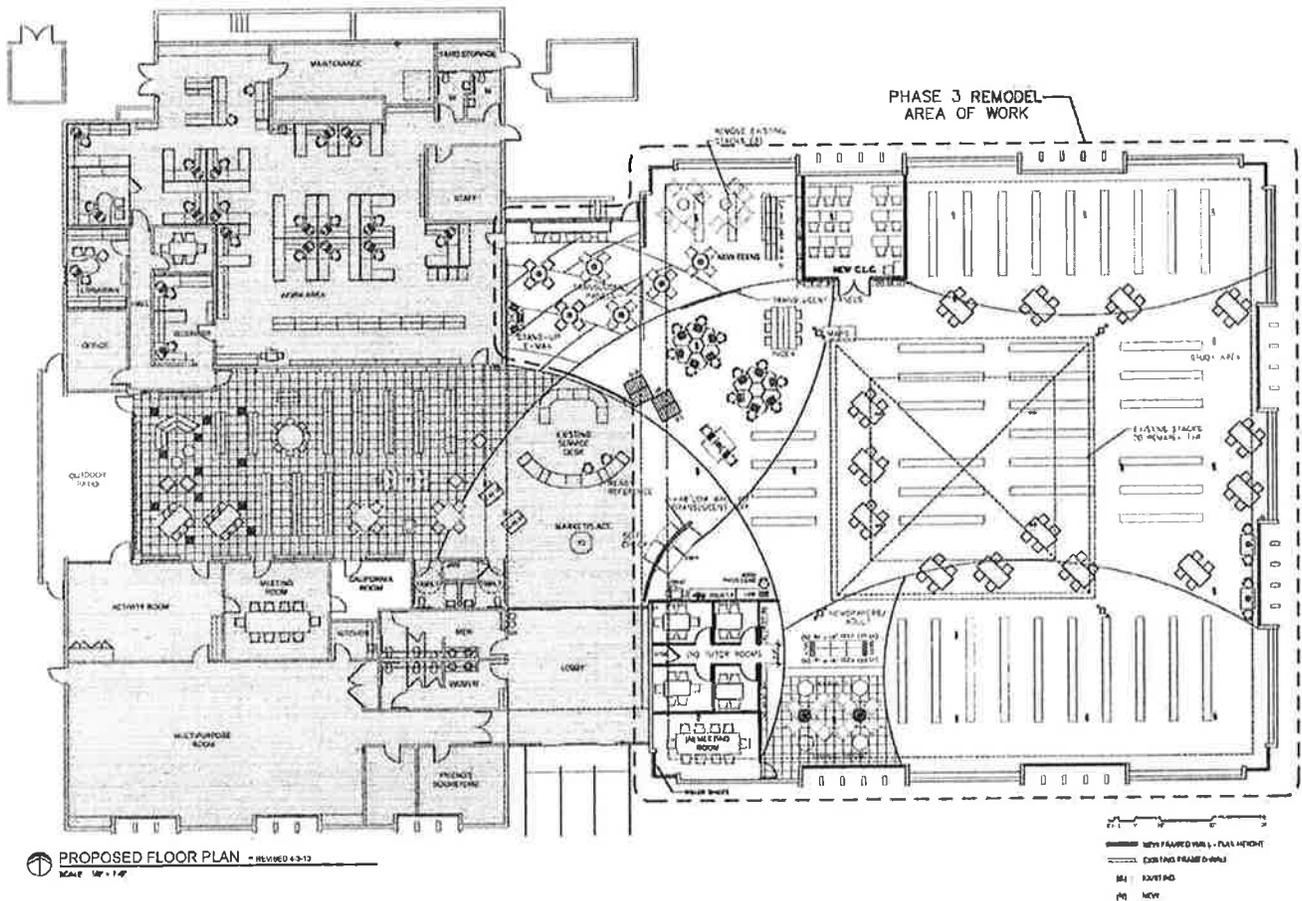
**FUNDING AVAILABLE:** Requested Appropriation: Library Fund (211185) - \$35,000

  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
Wally Sandelin  
Public Works Director

FWS/GW/pmf  
Attachment  
cc: Interim Library Director

**APPROVED:**   
Konrad Bartlam, City Manager



PROPOSED FLOOR PLAN - REVISED 4-2-12  
SCALE 1/8" = 1'-0"

NEW FLOOR FINISH - FULL HEIGHT  
EXISTING FLOOR FINISH  
EXISTING  
NEW

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1  
PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2013, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WMB ARCHITECTS (hereinafter "CONTRACTOR").

**Section 1.2 Purpose**

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Lodi Public Library - Phase III Remodel (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2  
SCOPE OF SERVICES**

**Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

**Section 2.2 Time For Commencement and Completion of Work**

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff 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 CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

**Section 2.4 Staffing**

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

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents 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 CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

**Section 2.6 Term**

The term of this Agreement commences on May 15, 2013 and terminates upon the completion of the Scope of Services or on December 31, 2014, whichever occurs first.

**ARTICLE 3**  
**COMPENSATION**

**Section 3.1 Compensation**

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR 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**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, 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. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

**Section 3.3 Costs**

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

**Section 3.4 Auditing**

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR 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. CONTRACTOR 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, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR 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 ADA Compliance**

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

**Section 4.4 No Personal Liability**

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

**Section 4.5 Responsibility of CITY**

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

**Section 4.6 Insurance Requirements for CONTRACTOR**

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

**Section 4.7 Successors and Assigns**

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR 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 4.8 Notices**

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY:                      City of Lodi  
   221 West Pine Street  
   P.O. Box 3006  
   Lodi, CA 95241-1910  
   Attn: Wally Sandelin, Public Works Director

To CONTRACTOR:      WMB Architects  
   5757 Pacific Avenue, Suite 226  
   Stockton, CA 95207

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase.

Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR 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 CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as “Confidential” or “Proprietary”, except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney’s Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. 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 San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 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 hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 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 4.18 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 4.19 Ownership of Documents**

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

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

**Section 4.20 Authority**

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

**Section 4.21 Federal Transit Funding Conditions**

If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit . apply to this contract. In the event of a conflict between the terms of this contract or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.**

CITY OF LODI, a municipal corporation

ATTEST:

\_\_\_\_\_  
RANDI JOHL  
City Clerk

\_\_\_\_\_  
KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:  
D. STEPHEN SCHWABAUER, City Attorney  
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR:WMB ARCHITECTS

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


By: \_\_\_\_\_  
Name:  
Title:

**Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**

**Funding Source:**211815  
**(Business Unit & Account No.)**

Doc ID:WP\Projects\PSAs\WMB\_Library

CA:rev.01.2012

**WMB ARCHITECTS**

5757 Pacific Avenue Suite 226  
Stockton CA 95207  
209.944-9110

**PROPOSAL OF SERVICES**  
**LODI PUBLIC LIBRARY – PHASE III REMODEL**  
**WMB Job # 10-103**  
**4-12-13**

**DESCRIPTION OF THE PROJECT**

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Based on the Schematic Floor Plan approved by the Lodi Library Board on April 8, 2013, WMB is proposing to provide architectural and engineering services for the following scope of services:

**SUMMARY SCOPE OF SERVICES**

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The scope of services includes:

- Construction Documents
- Building Department processing
- Bidding/negotiation
- Construction administration services.

The proposal includes services of the following disciplines:

- Architectural
- Mechanical engineering (HVAC)
- Electrical engineering

The proposed fee is based upon tasking the time anticipated for each phase of the work. Our proposal for architectural / engineering services is divided into the following phases:

**SCOPE OF SERVICES BY PHASE**

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**Phase 1 Construction Documents**

- Based upon the approved schematic documents and budget, develop working drawings, specifications and calculations as required for obtaining the building permit, and for bidding and constructing the building.
- Review meeting with Client to finalize interior finishes selections.
- Review meetings with Client to finalize outstanding equipment and building systems selection issues.

**Phase 2 Building Department**

- Prepare construction document drawings, specifications and calculations required for Building Department permit submittal.
- Provide back check documentation as required to secure the Building Department permits.

**Phase 3 Bidding / Negotiation**

- Provide assistance for answering questions during the bidding period.
- Prepare addendum to the bid documents as required for Building Department changes. Changes to design / documents for value engineering caused by General Contractor error in cost estimating will be invoiced as additional services.
- Review General Contractor bid/ sub-bids with Client. Two (2) meetings provided.
- Review General Contractor / Owner contract for conformance with project requirements. Separate review by Client's legal counsel is recommended.

**Phase 4 Construction Administration**

- Construction site meetings with architect – assume 3 months construction timeframe. Eight (8) meetings provided in proposal.
- 2 site visits each for mechanical and electrical engineer.
- Process and document as required General Contractor's Requests for Information (RFI's).
- Process product submittals and shop drawings.
- Review and evaluate substitutions to products and equipment submitted by the General Contractor.
- For RFI, submittal and substitution review and processing, this proposal assumes 2 hours per week Principal Architect time. (in addition to construction meetings and punch list services). Administration services required for this work that exceed 20% of the aggregate hours provided in this proposal will be invoiced as additional services.
- Punch-list site and building evaluation at substantial completion. Develop punch list of items for correction. Follow-up site and building evaluation of punch list items at final completion.
- Review of General Contractor's Operations and Maintenance Manual and warranties.
- WMB Architects will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The firm will also not be responsible for construction means, methods, techniques or procedures or for safety precautions and programs in connection with the work, and will not be responsible for the contractor's failure to carry out the work in accordance with the contract documents.

**Exclusions:**

- Payment of City, County, school district or utility agency fees for the project
- Printing of construction documents for purposes of bidding or construction

**Client Responsibilities:**

The following are to be provided as a responsibility of the Client and be paid for by the Client:

- A. The Client shall designate, when necessary, a representative authorized to act in the Client's behalf with respect to the project. The Client or such authorized representative shall examine the documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

**PROJECT SCHEDULE**

This proposal was developed with the following schedule timeframe assumptions:

Lodi City Council approval of scope and fee proposal	May 1, 2013
Consultant Notice to Proceed	May 2, 2013
Construction Documents Phase Complete	June 28, 2013
Building Permit application submittal	July 1, 2013
Request Board/Council approve plans & specs to bid	August 2013
Bidding / Contract Negotiation	September/ October 2013
Construction Start	Spring 2014
<i>Construction Period Estimated</i>	<i>3 months</i>

**FEE PROPOSAL**

WMB will provide these services for a fixed fee of \$29,805 as itemized by phase and discipline below. Reimbursable fees are in addition to the fee and will be billed at cost plus 10 percent.

SUMMARY				
	WMB			Totals
Phase of Work	Arch	Mech	Elect	By Phase
CONSTRUCTION DOCS	\$ 9,240	\$ 2,925	\$ 3,000	\$ 15,165
BUILDING DEPARTMENT	\$ 1,645	\$ 675	\$ 250	\$ 2,570
BIDDING/NEGOTIATION	\$ 1,420	\$ 900	\$ 250	\$ 2,570
CONSTRUCTION ADMIN.	\$ 6,750	\$ 1,500	\$ 1,250	\$ 9,500
<b>TOTAL HOURLY BASED FEE</b>	<b>\$ 19,055</b>	<b>\$ 6,000</b>	<b>\$ 4,750</b>	<b>\$ 29,805</b>

This proposal does not include civil engineering, structural engineering, landscape architecture, production sound/lighting design, geotechnical testing or special inspections.

Statements shall be rendered monthly and paid in proportion to amount of services completed. Additional services required beyond the scope of work will be billed on a time plus materials basis per the attached fee schedule.

Reimbursable expenses include printing and copying documents to develop design and review the project, promotional rendering display boards (if required) and sets required for building department processing. WMB does not charge for mileage for client meeting or construction meeting travel.

We look forward to the opportunity to work with you through the successful completion of this construction project.

***The terms of this document are valid for 90 days from date on page 1. If the proposal is not agreed to within 90 days and a contract signed, the proposal, including proposed fee and schedule, is void and the terms will be re-negotiated.***



**Insurance Requirements for Contractor** The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- |   |  |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u>               | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence<br>\$2,000,000 Aggregate     | \$1,000,000 - Ea. Occurrence                 |
| 3. <u>PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS</u> |  |
| \$1,000,000 Ea. Occurrence                              |  |

NOTE: Contractor 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 claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement  
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.  
(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement  
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 insurance afforded by this endorsement.
- (c) Completed Operations Endorsement  
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
- (d) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

**Compensation Insurance** The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. A waiver of subrogation is required for workers compensation insurance. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

1. AA# \_\_\_\_\_

2. JV# \_\_\_\_\_

**CITY OF LODI  
APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	04/17/2013
4. DEPARTMENT/DIVISION:	Public Works		

**6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW**

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	2111		6153	Donations	\$ 35,000.00
B. USE OF FINANCING	211	211815	1825.2250	Phase III Renovation	\$ 35,000.00

**7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET**

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Professional Services Agreement for design of Library Renovation Phase 3 project with WMB Architects.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: \_\_\_\_\_ Res No: \_\_\_\_\_ Attach copy of resolution to this form.

Department Head Signature: Wally Sanchez

**8. APPROVAL SIGNATURES**

Deputy City Manager/Internal Services Manager	Date
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Submit completed form to the Budget Division with any required documentation.  
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-82

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT FOR THE DESIGN OF THE  
LIBRARY RENOVATION PHASE 3 PROJECT WITH  
WMB ARCHITECTS AND FURTHER APPROPRIATING FUNDS

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WHEREAS, in 2008, the Library Renovation Phase 2 Project was completed that made improvements to the entry, bathrooms, reception area, and children's area. The Library Board and Library Foundation have voted to move forward with the Phase 3 renovation project that will complete carpet, lighting, communications, space conditioning, and furniture upgrades. Rooms to accommodate tutoring, a computer laboratory, and meetings will be created; and Café-style and teen sitting areas will be also be provided; and

WHEREAS, WMB Architects was the design firm for the Phase 2 project and has been selected by the Library Board to provide architectural and construction support services for the Phase 3 project; and

WHEREAS, staff recommends approval of the WMB Architects Professional Services Agreement for the Library Renovation Phase 3 Project in the amount of \$29,805, and further recommends appropriating funds in the amount of \$35,000 with the additional appropriation allocated to cover staff costs.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for the design of the Library Renovation Phase 3 Project with WMB Architects, of Stockton, California, in the amount of \$29,805; and

BE IT FURTHER RESOLVED that funds in the amount of \$35,000 be appropriated for this project from the Library Fund.

Dated: May 1, 2013

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I hereby certify that Resolution No. 2013-82 was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 1, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOHL  
City Clerk