



**CITY OF LODI
COUNCIL COMMUNICATION**

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Project Architect Agreement for Design of Fire Station No. 2 Replacement Project with Mary McGrath Architects, of Oakland (\$309,829) and Appropriating Funds (\$340,000)

MEETING DATE: May 1, 2013

PREPARED BY: Public Works Director

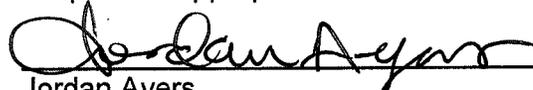
RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Project Architect Agreement for design of Fire Station No. 2 Replacement Project with Mary McGrath Architects, of Oakland, in the amount of \$309,829, and appropriating funds in the amount of \$340,000.

BACKGROUND INFORMATION: The City of Lodi requested Qualification Statements for the planning and design of a new Fire Station No. 2 located on property purchased by the City on South Cherokee Lane. Seven firms submitted qualification packages. The project team selected four firms for interviews and unanimously selected Mary McGrath Architects. The design process will include space planning and the completion of Construction Drawings and Specifications. This phase defines the entire project, including the site plan, floor plans, layout, building elevations, design sections, complete building systems (electrical, mechanical, etc.), specific products to be used and an associated project cost estimate. Construction Administration services include submittal review and approval, project meeting attendance and site visits by the architect and her design consultants during construction. The design process is to be fast-tracked for completion and bidding in six months.

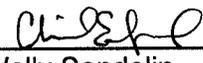
In accordance with City Purchasing Ordinance Section 3.20.075, Professional/Technical Services Contracts, "Such contracts shall be awarded on the basis of professional qualifications and experience, quality of service, past performance and negotiated prices." The following staff members reviewed the qualifications and interviewed the firms: City Manager, Fire Chief, Fire Captain, Public Works Director, City Engineer and Construction Project Manager.

FISCAL IMPACT: This project will replace the current Fire Station No. 2 and save ongoing maintenance costs.

FUNDING AVAILABLE: Requested Appropriation: General Fund – Capital (1211045) \$340,000



 Jordan Ayers
 Deputy City Manager/Internal Services Director



 for Wally Sandelin
 Public Works Director

Prepared by Gary Wiman, Construction Project Manager
 FWS/GW/pmf
 cc: Fire Chief
 Construction Project Manager

APPROVED: 

 Konradt Bartlam, City Manager

PROJECT ARCHITECT AGREEMENT

PROJECT:

**Fire Station No. 2 Replacement Project
S. Cherokee Lane
Lodi, California 95240**

PARTIES:

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

ARCHITECT: Mary McGrath Architects
505 17th Street, 2nd Floor
Oakland, California 94612

DESIGNATED PERSONNEL:

- (a) Principal in Charge: Mary McGrath
- (b) Project Architect: Mary McGrath
- (c) Structural Engineer: Cornerstone Structural Engineering Group
- (d) Mechanical Engineer: Brummel, Myrick & Associates.
- (e) Electrical Engineer: Thoma Electric
- (f) Civil Engineers: Sandis
- (g) Construction Cost Estimating: Noel J. Fearon Assocites, Inc.

TABLE OF CONTENTS

ARTICLE ONE:	Project Description
ARTICLE TWO:	Schedule of Services
ARTICLE THREE:	Compensation and Payment
ARTICLE FOUR:	Definitions
ARTICLE FIVE:	Basic Services of Architect
ARTICLE SIX:	Basic Services of City
ARTICLE SEVEN:	Time
ARTICLE EIGHT:	Additional Services
ARTICLE NINE:	Termination of Agreement
ARTICLE TEN:	Indemnity
ARTICLE ELEVEN:	Personnel
ARTICLE TWELVE:	Standards of Performance
ARTICLE THIRTEEN:	Miscellaneous Provisions
ARTICLE FOURTEEN:	Extent of Agreement/Waiver

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 Qualification (RFQ) and by this document.

A preliminary description of the project, including the size, are as outlined in the RFQ which is attached as Exhibit A, incorporated herein by reference. The project site design limits shall include path of travel and be to lip of gutter on the street frontages.

The project Budget is \$3,500,000. The project includes: Site Acquisition, Design and Construction.

The project will be designed to conform to the State of California standards and requirements. Design includes all necessary drawings and documents to obtain a building permit from the City of Lodi Building Department.

ARTICLE TWO: Schedule of Services

- A. Architect shall complete all design work in order to allow the City to meet the funding/budget available.
- B. Architect shall complete the required services consistent with the following schedule:

- Programming - 3 Weeks
- Schematic (Conceptual) Design Phase – 5 weeks
- Design Development Phase – 6 weeks
- Construction Documents Phase – 8 weeks
- Permit and Bid Phase – 5 weeks
- Project Construction – 12 months

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 \$319,829.00. This compensation includes all phases and services, including reimbursable expenses. **Travel to and from the project site for regularly scheduled visits and progress meetings is not considered a reimbursable expense.** Proposal is attached as Exhibit "B"

(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, signed by the City of Lodi.
- (b) Maximum rate per hour, including overhead, administrative costs, and profit shall be as shown in Exhibit C.
- (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 \$319,829.00 fee shall be broken down as follows:

Programming	\$ 9,460	3%
Schematic Design	\$ 41,460	13%
Completion of Design Development	\$ 63,525	21%
Construction Documents Phase	\$111,670	36%
Bidding Phase	\$ 10,140	3%
Construction Administration Phase	\$ 68,280	22%
Reimbursables	\$ 14,754	5%
Total	\$319,829	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, and other consultants necessary for development of the project, as provided under "Designated Personnel and Consultants" Paragraph 2. 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 Mary McGrath 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.
- 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 assist the City in preparation of necessary bidding information and bidding forms, and shall advise City as to recommended methods of structuring project alternatives to achieve City savings.
- 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 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 or 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 could 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's 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. 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. 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 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 or 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 or 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.

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 planing 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.

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. 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 claims, demands, 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 broad form 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." A Waiver of Subrogation is required.

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:* Mary McGrath 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 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 personal 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.
 - (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 identity 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 May, 2013.

ARCHITECT

CITY OF LODI

By: _____
KONRADT BARTLAM, City Manager

By: _____

Date: _____

Attest:

Title

RANDI JOHL, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. STEPHEN SCHWABAUER, City Attorney

CITY COUNCIL

ALAN NAKANISHI, Mayor
PHIL KATZAKIAN,
Mayor Pro Tempore
LARRY D. HANSEN
BOB JOHNSON
JOANNE MOUNCE

CITY OF LODI

PUBLIC WORKS DEPARTMENT
CITY HALL, 221 WEST PINE STREET / P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
TELEPHONE (209) 333-6706 / FAX (209) 333-6710
EMAIL pwdept@lodi.gov
<http://www.lodi.gov>

KONRADT BARTLAM,
City Manager

RANDI JOHL,
City Clerk

D. STEPHEN SCHWABAUER,
City Attorney

F. WALLY SANDELIN,
Public Works Director

January 29, 2013

SUBJECT: Request for Qualifications – City of Lodi Fire Station # 2 Project

The City of Lodi is requesting Qualification Statements for the planning and design of a new Fire Station Number 2. The project site (approximately one acre) is located on Cherokee Lane in Lodi, California. The facility will be approximately 8,500 square feet. The Facility will include:

1. Public lobby
2. Public bath room
3. Two (2) offices
4. Four (4) sleeping rooms
5. Three (3) staff bath/shower rooms
6. Day room
7. Kitchen and dining areas
8. Laundry room
9. Workout room
10. Large kitchen and dining area
11. Equipment storage room
12. Turnout storage room
13. Supply storage room
14. Work shop
15. OSHA approved decontamination area
16. Three (3) drive-thru apparatus bays (minimum length of 70 feet)
17. electrical room
18. Data/communications room
19. Public and staff parking areas
20. All necessary site utilities, landscaping and site improvements

The City anticipates opening the Fire Station within the next two years. Please anticipate that you will have six months from the execution of the contract to have completed plans and specifications ready for Building Department permit submittal. Your schedule should reflect the necessary staff and time to meet this schedule. The Qualification Statement should include information (résumé) of the staff and consultants that will actually perform the work on the project. All persons shall be licensed by the State Of California to perform the work.

Please include Fire Station experience including:

Size of Facility
Construction Costs
Design Costs

Your schedule for services should include all services for planning, space needs, schematic design, design development, construction documents and construction administration. The contract will be the City of Lodi standard "Project Architect Agreement", a sample of which is enclosed for your information. Please include a fee schedule and an anticipated schedule for your work.

The firm selected will be charged with designing a facility which will best utilize the project site with separate ingress and egress to the property. The design of the fire station must meet all current ADA and code requirements as well as be low maintenance with high durability. The City is looking for a fifty year plus building for this fire station project. The mechanical, plumbing and electrical portions will be important to the overall success of the project. Contract documents should include construction drawings, specifications and construction administration.

The selection process will consist of review of the Qualification Statements, selection of a preferred firm to develop a scope of work and cost, and approval of contract by the City Council. The City will be looking for a firm that can demonstrate innovative approaches and ideas and is willing to work with City staff during the design phase. Experience in working for public agencies is important and prior fire station design is required. The City may elect to perform interviews with selected firm(s) prior to final selection. **Seven (7) copies of the Qualification Statements are due no later than 5:00 p.m. on March 1, 2013, at:**

City of Lodi Public Works Department
Attn: Gary Wiman
221 West Pine Street
Lodi, CA 95241

If you have any questions on this RFQ, please contact me via email (gwiman@lodi.gov) or at (209) 333-6706.

Submissions will be reviewed by representatives from the City of Lodi, including: Public Works Director, Fire Chief, City Engineer and Fire Department staff. The selected firm should be notified the week of March 18, 2013.

Sincerely,

Gary R. Wiman
Construction Project Manager

GRW/pmf
Enclosure

Replacement Fire Station No. 2
City of Lodi

Proposed
Hours Per Task/Rates Summary

Task 1	Programming	Mary McGrath Architects	PIC	PM	PA	Architect/Designer	Intermediate Arch/Design	Designer	Technical	Totals
		rate	\$190	\$160	\$145	\$120	\$90	\$75	\$75	
		hours	24		0	0	0	0	60	
		total amount	\$4,560	\$0	\$0	\$0	\$0	\$0	\$4,500	\$9,060
		Consultant	CSEG	BMA	Thoma	LAND	NJF	Sandis		Totals
		Fee	\$0	\$0	\$0	\$0	\$400	\$0	\$0	\$0
		0% Mark-up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		total amount	\$0	\$0	\$0	\$0	\$400	\$0	\$0	\$400
		Task 1: \$9,460								

Task 2	Schematic Design and Entitlements	Mary McGrath Architects	PIC	PM	PA	Architect/Designer	Intermediate Arch/Design	Designer	Technical	Totals
		rate	\$190	\$160	\$145	\$120	\$90	\$75	\$75	
		hours	24		0	0	120	0	80	
		total amount	\$4,560	\$0	\$0	\$0	\$10,800	\$0	\$6,000	\$21,360
		Consultant	CSEG	BMA	Thoma	LAND	NJF	Sandis		Totals
		Fee	\$6,300	\$1,850	\$3,150	\$0	\$2,800	\$6,000	\$0	\$0
		0% Mark-up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		total amount	\$6,300	\$1,850	\$3,150	\$0	\$2,800	\$6,000	\$0	\$20,100
		Task 2: \$41,460								

Task 3	Design Development and Cost Estimate	Mary McGrath Architects	PIC	PM	PA	Architect/Designer	Intermediate Arch/Design	Designer	Technical	Totals
		rate	\$190	\$160	\$145	\$120	\$90	\$75	\$75	
		hours	0	0	120	0	80	0	120	
		total amount	\$0	\$0	\$17,400	\$0	\$7,200	\$0	\$9,000	\$33,600
		Consultant	CSEG	BMA	Thoma	LAND	NJF	Sandis		Totals
		Fee	\$9,500	\$2,775	\$5,250	\$0	\$3,400	\$9,000	\$0	\$0
		0% Mark-up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		total amount	\$9,500	\$2,775	\$5,250	\$0	\$3,400	\$9,000	\$0	\$29,925
		Task 3: \$63,525								

Task 4	Construction Documents and Cost Estimate	Mary McGrath Architects	PIC	PM	PA	Architect/Designer	Intermediate Arch/Design	Designer	Technical	Totals
		rate	\$190	\$160	\$145	\$120	\$90	\$75	\$75	
		hours	0	0	160	0	160	0	240	
		total amount	\$0	\$0	\$23,200	\$0	\$14,400	\$0	\$18,000	\$55,600
		Consultant	CSEG	BMA	Thoma	LAND	NJF	Sandis		Totals
		Fee	\$14,800	\$10,600	\$9,870	\$0	\$6,000	\$14,800	\$0	\$0
		0% Mark-up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		total amount	\$14,800	\$10,600	\$9,870	\$0	\$6,000	\$14,800	\$0	\$56,070
		Task 4: \$111,670								

Replacement Fire Station No. 2
City of Lodi

Proposed
Hours Per Task/Rates Summary

Task 5	Bidding	Mary McGrath Architects	PIC	PM	PA	Architect/Designer	Intermediate Arch/Design	Designer	Technical	Totals
		rate	\$190	\$160	\$145	\$120	\$90	\$75	\$75	
		hours	16	0	0	0	0	0	60	
		total amount	\$3,040	\$0	\$0	\$0	\$0	\$0	\$4,500	\$7,540
		Consultant	CSEG	BMA	Thoma	LAND	NJF	Sandis		Totals
		Fee	\$400	\$500	\$500	\$0	\$0	\$1,200	\$0	
		0% Mark-up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		total amount	\$400	\$500	\$500	\$0	\$0	\$1,200	\$0	\$2,600
		Task 5: \$10,140								

Task 6	Construction Services	Mary McGrath Architects	PIC	PM	PA	Architect/Designer	Intermediate Arch/Design	Designer	Technical	Totals
		rate	\$190	\$160	\$145	\$120	\$90	\$75	\$75	
		hours	0	0	0	400	0	0	24	
		total amount	\$0	\$0	\$0	\$48,000	\$0	\$0	\$1,800	\$49,800
		Consultant	CSEG	BMA	Thoma	LAND	NJF	Sandis		Totals
		Fee	\$8,000	\$2,250	\$2,230	\$0	\$0	\$6,000	\$0	
		0% Mark-up	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		total amount	\$8,000	\$2,250	\$2,230	\$0	\$0	\$6,000	\$0	\$18,480
		Task 6: \$68,280								

Total Fee:	
Task 1 - Programming	\$9,460
Task 2 - Schematic Design and Entitlements	\$41,460
Task 3 - Design Development and Cost Estimate	\$63,525
Task 4 - Construction Documents and Cost Estimate	\$111,670
Task 5 - Bidding	\$10,140
Task 6 - Construction Services	\$68,280
Total Professional Services Fee:	\$295,075
Suggested Budget for Reimbursable Expenses	\$14,754

Reimbursable expenses would include printing, report publishing and rendering costs. It does not including the printing of plan check sets or bid sets. Travel Expenses are not reimbursable. All expenses will be billed at cost with 0% mark-up.

Services Not Included Above:

1. SWPPP Plan
2. Landscape and Irrigation Design

Exhibit C



HOURLY RATES

MARY MCGRATH ARCHITECTS

Principal	\$190/hour
Project Manager	\$175/hour
Senior Project / Technical Architect	\$145/hour
Designer/Job Captain	\$125/hour
Designer	\$110/hour
Senior Project Support	\$90/hour
Project Support	\$80/hour

CORNERSTONE STRUCTURAL ENGINEERING GROUP

Principal	\$195/hour
Associate	\$175/hour
Construction Manager	\$155/hour
Engineering Manager	\$145/hour
Resident Engineer/	
Structural Representative	\$135/hour
Assitant Structural Representative	\$130/hour
Project Administrator	\$130/hour
Senior Engineer	\$130/hour
Project Engineer	\$120/hour
Staff Engineer	\$110/hour
Structural Designer II	\$100/hour
Structural Designer I	\$90/hour
Senior Computer Drafter	\$100/hour
Computer Drafter	\$90/hour
Accounting Assistant	\$90/hour
Administrative Assistant II	\$80/hour
Administrative Assistant I	\$70/hour
Expert Witness Services	\$300/hour

SANDIS

Principal	\$180/hour
Project Manager	\$135/hour
Project Engineer	\$105/hour
CAD Technician	\$85/hour
Administrative Support	\$55/hour

NJF ASSOCIATES, INC.

Principal Estimator	\$125/hour
Estimator	\$80/hour
Administrative Support	\$60/hour

BRUMMEL, MYRICK & ASSOCIATES

Principal Engineer (Consultation)	\$200/hour
Principal Engineer (Design)	\$150/hour
Mechanical Designer	\$110/hour
Plumbing Designer	\$110/hour
Energy Compliance/LEED AP	\$110/hour
CAD Operator	\$80/hour
Administrative Support	\$65/hour

THOMA ELECTRIC

Professional Electrical Engineer	\$164/hour
Electrical Engineer/Designer	\$138/hour
Electrical Design Assistant	\$98/hour
Electrical Cost Estimator	\$102/hour
Field Technician/Electrician	\$100/hour
CAD/Drafter	\$89/hour
Administrative Support	\$74/hour

1. AA# _____

2. JV# _____

**CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	04/23/2013
4. DEPARTMENT/DIVISION: Public Works			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	1211		3205	Fund Balance	\$ 340,000.00
B. USE OF FINANCING	1211	1211045	1825.2250	Fire Station Two	\$ 340,000.00

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 with Mary McGrath Architects for Fire Station No. 2 Replacement Project.

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

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

Department Head Signature: *C. E. E. for PWS*

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2013-83

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE PROJECT ARCHITECT
AGREEMENT FOR DESIGN OF FIRE STATION NO. 2
REPLACEMENT PROJECT WITH MARY MCGRATH
ARCHITECTS AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, Qualification Statements were requested for the planning and design of a new Fire Station No. 2 located on property purchased by the City on South Cherokee Lane, and seven firms submitted qualification packages; and

WHEREAS, the project team selected four firms for interviews and unanimously selected Mary McGrath Architects, of Oakland; and

WHEREAS, the design process will include space planning and the completion of Construction Drawings and Specifications. This phase defines the entire project, including the site plan, floor plans, layout, building elevations, design sections, complete building systems (electrical, mechanical, etc.), specific products to be used, and an associated project cost estimate. Construction Administration services include submittal review and approval, project meeting attendance, and site visits by the architect and her design consultants during construction. The design process is to be fast-tracked for completion and bidding in six months; and

WHEREAS, in accordance with City Purchasing Ordinance Section 3.20.075, Professional/Technical Services Contracts, "Such contracts shall be awarded on the basis of professional qualifications and experience, quality of service, past performance, and negotiated prices."

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Project Architect Agreement for the design of Fire Station No. 2 Replacement Project with Mary McGrath Architects, of Oakland, California, in the amount of \$309,829; and

BE IT FURTHER RESOLVED that funds in the amount of \$340,000 be appropriated from the General Fund – Capital account for this project.

Dated: May 1, 2013

=====

I hereby certify that Resolution No. 2013-83 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