



CITY OF LODI  
COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Architectural and Engineering Design at Lodi Transit Station with KPFF Consulting Engineers, of Roseville (\$55,766)  
**MEETING DATE:** February 5, 2014  
**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute professional services agreement for Architectural and Engineering Design at Lodi Transit Station with KPFF Consulting Engineers, of Roseville (\$55,766).

**BACKGROUND INFORMATION:** In December 2013, City Council approved the transit fare collection vault equipment purchase for the Lodi Transit Station. To install the vault, we recommend retaining KPFF Consulting Engineers to provide architectural and engineering design to modify the Dispatch/North Annex building by creating a fare collection room for the vault installation and to expand the Station main lobby public restrooms.

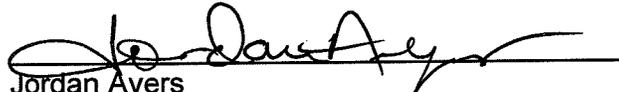
The scope of the work for this project includes developing and preparing construction documents, specifications, instructions to bidders, and construction support for a fare collection room and restroom expansion. The restroom expansion includes expanding the existing Transit Station main building southerly and replacing the single-stall public restrooms with multiple-stall public restrooms. Also included is upgrading the main lobby doors. The restroom expansion was included in the recently updated Short Range Transit Plan.

In November 2013, City staff solicited a request for proposal for planning and design services for the Lodi Transit Station from several firms, including three local firms. Four firms attended the pre-proposal site meeting; however, only one proposal was received, from KPFF Consulting Engineers. Based on the written proposal, consultant qualifications and experience, staff recommends retaining KPFF for this project.

The total project budget for the design work is \$64,000 for project-related expenses, including staff time and contingencies. Proposition 1B Transit, Safety, Security, and Disaster Response Account and Transportation Development Act funds will be utilized for the design work and proposed construction.

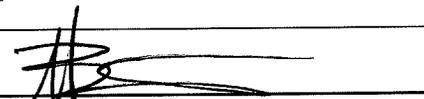
**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Funds have been appropriated in FY 2013/14 Capital Equipment Purchase (1252) and Transit Facility Upgrades (1251).

  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
F. Wally Sandelin  
Public Works Director

Prepared by Paula Fernandez, Transportation Manager/Senior Transportation Engineer  
FWS/PJF/pmf  
cc: Transportation Manager/Senior Transportation Engineer

**APPROVED:**   
Konradt Bartlam, City Manager

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1  
PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2014, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and KPFF CONSULTING ENGINEERS (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 planning and engineering design services (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 February 6, 2014 and terminates upon the completion of the Scope of Services or on March 31, 2015, whichever occurs first.

**Section 2.7 Option to Extend Term of Agreement**

The City may exercise an option to extend this Agreement one (1) additional year, provided, City gives Contractor no less than 30-days written notice of its intent prior to the expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

**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: Paula Fernandez

To CONTRACTOR:      KPFF Consulting Engineers  
   1508 Eureka Road, Suite 290  
   Roseville, CA 95661  
   Attn: Dan Allwardt, Managing Principal

**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 D apply to this Agreement. In the event of a conflict between the terms of this Agreement 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-OLSON  
City Clerk

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

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

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


By: \_\_\_\_\_  
Name: Dan Allwardt  
Title: Managing Principal

- Attachments:**  
**Exhibit A – Scope of Services**  
**Exhibit B – Fee Proposal**  
**Exhibit C – Insurance Requirements**  
**Exhibit D – Federal Transit Funding Conditions (if applicable)**

**Funding Source: 125385/125179**  
**(Business Unit & Account No.)**

Doc ID: KPFFEngineers2014\_DesignStationExp.doc

CA:rev.07.2013



**City of Lodi – Transit Station Improvements**  
**Proposed Scope of work**  
*January 17, 2014*

**BACKGROUND:**

The project consists of providing prime design architectural and engineering services for the construction of two related improvements at the Lodi Transit Station:

1. Addition of a vault fare chamber within an existing exterior door opening at the City of Lodi Transit Dispatch/North Annex Building. This will require that the existing door be relocated to an existing window opening which will be enlarged. A new fare vault room will be created by reconfiguring an existing hallway, janitor's closet and baggage room in the Dispatch/North Annex Building.
2. The project will also include expanding existing restroom facilities in the Main Station Building. The existing single-occupancy restrooms will be expanded to multiple occupancy and to do this the City desires to expand the Station outside the footprint of its current exterior walls to the south, maintaining the eastern wall of the building in its current location. We understand the City wants to pursue this alternative which requires reconfiguration of the roof included in this expansion. The project will also include replacing access doors in the Transit Station, including, but not necessarily limited to, the front door and easterly doors.

Other information about the project includes:

- KPFF will contract with the City of Lodi.
- Mr. Matt Boyer with MCB & Associates will act as the City's Project Manager / representative and will be responsible for collecting information for use by our design team. He will be responsible for meeting minutes and coordination with the City and City Council. He will also assist KPFF in coordination of the project with the City Building Department, Fire Department and Community Development Services.
- A project design budget is shown as Exhibit B. KPFF will be responsible for developing an estimate of probable construction cost. We expect bid alternates may be a part of the project but we do not anticipate developing more than one set of construction documents if our design meets the budget goals.

**PROJECT GOALS AND OBJECTIVES:**

- Develop construction documents, obtain permits and bid to general contractors.
- Obtain approvals then have the project constructed within the given budget.

**Task 1: Schematic Design and Kick-Off Meeting**

A kick-off meeting will be held within a week of obtaining a Notice to Proceed. Based on our initial site visit during the pre-proposal walk, drawings that have been provided and our coordination with Mr. Matt Boyer, we will complete a small schematic design package and come prepared with sketches showing the new vault chamber and how a vault fare room could be configured around the chamber. We will also bring sketches for reconfiguring restrooms in the Station, including floor plans and elevations. This will be the basis of a discussion about the City's expectations, needs, and wants for all this work. We will bring our mechanical, plumbing, electrical and architectural consultants to this meeting so we can obtain the necessary as-built information to complete our design. We will need access to both buildings during our visit.

***Task 1 Deliverables:***

- Schematic Floor Plans showing the proposed layout of the new vault fare room as described by MCB Associates.
- Concept for expanding the restrooms in the Station.

**Task 2: Construction Document / 100% Draft Plans**

After the kick off meeting we expect to be able to move into construction documents. Since we understand that the City would like to expand the restrooms outside the current Station building footprint structural design drawings will be required and we will need to discuss the project with the City review agencies (Design Review may be required).

***Task 2 Deliverables:*** Four (4) full size printed copies and one electronic copy of the plan set including:

- Floor plans of the Dispatch/North Annex and Main Station buildings.
- Reflected ceiling plans of the new spaces in both buildings.
- Finish schedules for walls, ceilings and floors related to the new vault room.
- Interior elevations of the new restrooms with wall, ceiling and floor finishes.
- Electrical plans and details
- Drawings and details to revise the mechanical ventilation for the new vault room and restrooms.
- Drawings and details to revise the lighting and convenience outlets in the new vault room and restrooms. With an initial site visit we will need to verify electrical capacity and observe the existing systems to understand how to design for the new work.

- Title 24 energy calculations.
- Structural drawings and details to accommodate an expansion of the Station.
- Exterior elevations of the Station with new exterior finishes and required details.
- Plumbing drawings and details to accommodate the new restroom configuration.
- A separate Design Review package prepared with an overall site plan and proposed building elevations if this is required by the City.
- Exterior elevations of the Station Building
- Structural roof framing plans, sections and details
- Architectural sections and details for the roof modifications
- Estimate of probable construction cost

### **Task 3: Final Plans**

Revisions, if required, will be made to the Draft Plans and 100% construction documents, specifications, instructions to bidders, and construction cost estimate will be prepared for City Council approval at the end of April.

#### ***Task 3 Deliverables:***

- Final construction documents ready for permit and bidding
- Instructions to bidders
- Final construction cost estimate
- Technical specifications coordinated with front end specifications to be provided by the City.

### **Task 4: Bidding Support**

We expect that MCB Associates will coordinate distribution of the Request for Bids, collect bids and coordinate with the City for selecting the lowest responsible and responsive bidder. KPFF will be available for bid questions and for a pre-bid job walk if required. We will review the submitted construction bids and assess which are responsive to the technical aspects of the Request for Bids.

***Task 4 Deliverables:***

- Response to contractor's requests for information
- Attendance at Pre-bid meeting

**Task 5: Preconstruction Meeting**

Once a general contractor is selected we expect that MCB Associates will coordinate with City procurement to obtain all the necessary paperwork to start construction. We expect a preconstruction meeting, or meetings, will be required but that MCB Associates will coordinate these meetings. KPFF will be available for questions and for one meeting if it is required.

***Task 5 Deliverables:***

- Attendance at Preconstruction meeting

**Task 6: Construction Support**

KPFF's services will be required during construction to review shop drawing and respond to the contractor's questions. We anticipate up to two site visits from our architectural team and one site visit each from mechanical / plumbing and electrical designers to conduct a final punch walk. We anticipate reviewing substitutions from the contractor and we expect that the City or MCB Associates will hold regular construction meetings at the site if they are required.

***Task 6 Deliverables:***

- Response to contractor's questions (RFIs)
- Review of shop drawings and requests for substitutions
- Punch list near completion of the project

**Task 7: Record Drawings**

Using the shop drawings and RFIs as a guide, KPFF will prepare record drawings for the project and provide a copy to the City.

***Task 7 Deliverables:***

- Record Drawings

**END OF SCOPE OF WORK**



	Ben Zilberant		Justin Alvarado		Jacob		Harshad		William Subinger		MBC Designer		Reimbursables	Subtotal
Hourly Rate:	\$160		\$140		\$140		\$140		\$150		\$80			
<b>Task 1 - Schematic + Kick Off Meeting</b>	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Prepare Schematic Options	2	\$320	12	\$1,680					16	\$2,400	16	\$1,280		
Meeting	5	\$800	5	\$700	4	\$560	4	\$560	5	\$750				\$400
Minutes (by MCR)														
Consultant Markup (7%)						\$39		\$39		\$71		\$90		
<b>Task 1 - Subtotal</b>		\$1,120		\$2,380		\$599		\$599		\$1,271		\$90		\$400
														\$9,839
<b>Task 2 - CDs / Draft 100% Plans</b>	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Project Management			16	\$1,400					4	\$600				
Develop CDs (M.E.P.A)	3	\$160	10	\$1,400	40	\$5,600	20	\$2,800	18	\$2,700	68	\$5,440		
Develop Structural Drawings	2	\$320	44	\$6,160										
Develop Construction Cost Estimate	1	\$160	8	\$1,120					2	\$300				
Specifications			3	\$420	2	\$280	2	\$280	2	\$300				
Meeting	4	\$640	4	\$560					4	\$600				\$200
Consultant Markup (7%)						\$412		\$216		\$315		\$391		
<b>Task 2 - Subtotal</b>		\$1,280		\$11,000		\$6,292		\$3,296		\$4,815		\$5,821		\$180
														\$32,663
<b>Task 3 - Final Design</b>	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Project Management	1	\$160	6	\$840										
Final EIR					2	\$280	2	\$280	2	\$300	4	\$320		
Consultant Markup (7%)						\$20		\$20		\$21		\$32		
<b>Task 3 - Subtotal</b>		\$160		\$840		\$300		\$300		\$321		\$342		\$0
														\$2,263
<b>Task 4 - Bidding Support</b>	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Bidding Support			6	\$840										
Consultant Markup (7%)						\$0		\$0		\$0		\$0		
<b>Task 4 - Subtotal</b>		\$0		\$840		\$0		\$0		\$0		\$0		\$0
														\$840
<b>Task 5 - Preconstruction Meeting</b>	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Attended Meeting and provide support	2	\$280												\$100
Consultant Markup (7%)						\$0		\$0		\$0		\$0		
<b>Task 5 - Subtotal</b>		\$0		\$280		\$0		\$0		\$0		\$0		\$100
														\$380
<b>Task 6 - Construction Support</b>	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Site Visits (2, x1 for M/E)			8	\$1,120	4	\$560	4	\$560	8	\$1,200				
Construction Support Services			14	\$1,960	3	\$420	3	\$420	6	\$900	12	\$960		
Consultant Markup (7%)						\$69		\$69		\$147		\$57		
<b>Task 6 - Subtotal</b>		\$0		\$3,080		\$1,049		\$1,049		\$2,247		\$1,074		\$0
														\$8,451
<b>Task 7 - Record Drawings</b>	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee	hrs	fee		
Record Drawings			4	\$560	2	\$280	2	\$280			2	\$160		
Consultant Markup (7%)						\$20		\$20		\$0		\$11		
<b>Task 7 - Subtotal</b>		\$0		\$560		\$300		\$300		\$0		\$171		\$0
														\$1,330
<b>TOTAL LABOR:</b>	16		136		57		37		67		102			
<b>TOTAL FEE:</b>		\$2,560		\$18,040		\$8,339		\$5,543		\$10,794		\$4,731		\$400
<b>TOTAL FEE BY CONSULTANT</b>		\$21,600		\$14,081		\$19,485		\$600						
<b>GRAND TOTAL FEE</b>		\$55,166												
<b>REIMBURSABLES</b>		\$600		1%										
<b>REQUESTED P.O.</b>		\$55,766												



**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><br>\$2,000,000 Ea. Occurrence<br>\$4,000,000 Aggregate | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u><br>\$2,000,000 - Ea. Occurrence |
| 3. <u>PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS</u><br>\$2,000,000 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  
A certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi during construction and for three years after acceptance.
- (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.

RESOLUTION NO. 2014-16

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT WITH KPFF CONSULTING  
ENGINEERS FOR ARCHITECTURAL AND ENGINEERING  
DESIGN AT THE LODI TRANSIT STATION

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WHEREAS, in December 2013, City Council approved the transit fare collection vault equipment purchase for the Lodi Transit Station. To install the vault, staff recommends retaining KPFF Consulting Engineers to provide architectural and engineering design to modify the Dispatch/North Annex building by creating a fare collection room for the vault installation and to expand the Station main lobby public restrooms; and

WHEREAS, the scope of the work includes developing and preparing construction documents, specifications, instructions to bidders and construction support for a fare collection room and restroom expansion. The restroom expansion includes expanding the existing Transit Station main building southerly and replacing the single-stall public restrooms with multiple-stall public restrooms; and

WHEREAS, City staff solicited a request for proposal for planning and design services for the Lodi Transit Station from several firms, and four firms attended the pre-proposal site meeting. One proposal was received from KPFF Consulting Engineers. Based on the written proposal, consultant qualifications, and experience, staff recommends retaining KPFF for this project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement for Architectural and Engineering Design at the Lodi Transit Station with KPFF Consulting Engineers, of Roseville, California, in the amount of \$55,766.

Dated: February 5, 2014

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I hereby certify that Resolution No. 2014-16 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 5, 2014, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL-OLSON  
City Clerk