

Resolution No. **2015-02-24-1209**
STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING A CONTRACT WITH LDA PARTNERS FOR ARCHITECTURAL SERVICES AND APPROPRIATION OF FUNDS RELATING TO THE DESIGN OF TENANT IMPROVEMENTS FOR THE RELOCATION OF CITY HALL TO 400 EAST MAIN STREET

The City of Stockton (City) purchased the building at 400 East Main Street in 2007 with the intent of relocating City Hall; and

In 2008-09, the City began the process by moving the City's Information Technology Department to the fourth floor of the property; and

Shortly thereafter, the City filed bankruptcy and possession of the building was transferred to the building's creditor and the relocation was put on hold; and

As a result of the bankruptcy settlement, the City has negotiated a lease that will allow the City to relocate City Hall into the building at 400 East Main Street for the next 8 to 12 years at a below-market lease rate; and

The City plans to relocate and centralize several departments and functions to 400 East Main Street; and

In December 2014, a Request for Interest ("RFI") was issued requesting responses from qualified architects to design the tenant improvements and six responses were received; and

The Selection Committee interviewed the top three candidates and selected LDA Partners as the most qualified firm; and

Appropriation of funds is necessary in order to pay for the architectural services and project management costs associated with the City's relocation to 400 East Main Street; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby adopts the following findings, which will allow an exception to the competitive bidding requirement and authorize the execution of a contract with LDA Partners in the amount of \$420,000 for architectural services relating to the design of tenant improvements for the relocation of City Hall to 400 East Main Street, herein incorporated as Exhibit 1 to this resolution:

- a) Due to the specific nature of the project, use of a strictly cost competitive bidding process to select a professional architect for this project is not in the best interest of the City; therefore, use of the RFI process was appropriate since it relies on the evaluation of a service provider's established professional experience, conduct, and performance.
- b) The City staff does not have the specialized expertise, capacity, nor design/engineering experience required to prepare floors plans and construction drawings of this type.
- c) The project involves a very specialized field, and its success requires an experienced professional who has successfully performed and developed similar architectural plans.

2. The City Council hereby authorizes the appropriation of funds in the amount of \$500,000 from Bankruptcy Fund No. 012-0139-510 and transferring them into a newly created Capital Improvement Project Account No. 301-1750-610, for payment of the architectural services contract, associated project management, external services, and contingency costs.

3. The City Manager is hereby authorized to take any and all necessary and appropriate actions to carry out the purpose and intent of this resolution.

PASSED, APPROVED, and ADOPTED FEBRUARY 24, 2015.



ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:



BONNIE PAIGE
City Clerk of the City of Stockton



EXHIBIT 1**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____ 2015, between the CITY OF STOCKTON, a municipal corporation ("City"), and LDA PARTNERS, LLP, a limited liability partnership, whose address is 4 South Central Court, Stockton, CA, and telephone number is 209-943-0405, ("Consultant").

RECITALS

- A. Consultant is qualified to and experienced in providing Architectural Design Services for the purposes specified in this Agreement.
- B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. Consultant's Services. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. City Assistance, Facilities, Equipment and Clerical Support. Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. Term. This Agreement shall commence on the date written above and shall expire on July 1, 2016; provided, however the parties may agree to change either the commencement or expiration date.

4. Compensation. City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed \$420,000.

a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. Sufficiency of Consultant's Work. All reports, drawings, designs, plan review comments and work product of Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. Ownership of Work. All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. Changes. City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. Consultant's Status. In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. Non-Assignability. The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. Indemnity and Hold Harmless. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. Insurance. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B and shall otherwise comply with the other provisions of Exhibit B.

13. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant:	LDA Partners, LLP 4 South Central Court Stockton, CA 95204	To City:	City Manager City of Stockton 425 N. El Dorado Street Stockton, CA 95202
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14. Conformance to Applicable Laws. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. Licenses, Certifications and Permits. Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. Records and Audits. Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. Confidentiality. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. Conflicts of Interest. Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. Waiver. In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. Governing Law. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Northern District, Sacramento Division.

21. No Personal Liability. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. INDEMNIFICATION Consultant agrees to indemnify, including the cost to defend, CITY OF STOCKTON, and its officers, agents, and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the CITY OF STOCKTON or the agents, servants, or independent contractors who are directly responsible to the CITY OF STOCKTON, or arising from the active negligence of the CITY OF STOCKTON.

23. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

24. Scope of Agreement. This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF STOCKTON

CONSULTANT

LAURIE MONTES
DEPUTY CITY MANAGER

By: _____

Printed Name

Title

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Scope of Consultant's Services

Project Scope:

Construction documents for proposed Ground Floor, Third Floor, Fourth Floor, and Seventh Floor Tenant Improvements based upon the completed space plan by Durst Contract Interiors. As part of this tenant improvement, our office will verify field dimensions of certain spaces; these will be submitted to the City of Stockton Building Department for their review and approval.

I. Preliminary Design and Planning

1. Review of governmental requirements applicable to allow reconstruction, improvements, and occupancy for the existing building to comply with code requirements.
2. Review and evaluation of the proposed building systems and structure.
3. Provide conceptual design studies for review by Owner and Owner's Representative, to define building components and materials required for the above purposes,

II. Design Development and Construction Documents

1. Review existing information, project requirements & conditions, and schematic design with Owner to assure appropriate understanding of all project requirements.
2. Based upon an "approved" design, prepare construction documents consisting of the following:
 - a. Architectural documents
 - b. Mechanical Engineering documents
 - c. Electrical Engineering documents (Including Low Voltage and Audio/Visual
 - d. Structural Engineering for Seismically restrained equipment
 - e. Chambers Consultant
3. Assist Owner in their responsibility for filing necessary documents to the City of Stockton for permit processing. Make any revisions, to our work, required thereby to obtain applicable permits.

III. Construction Administration

1. Provide construction administration services hourly, in accordance with the fee schedule listed, for up to 120 hours, Should our services be required in addition to this allocation, all additional services will be provided on an hourly basis, in accordance with the enclosed schedule. Services contemplated during construction:
 - a. Project site meetings
 - b. Submittal review
 - c. RFI Review

2. Provide project closeout services to assist Owner in approval of work installed, warranty, guarantees, lien protection assurances, etc. Proposal assumes project closeout services to be performed hourly. Services contemplated at closeout:
 - a. Final site review
 - b. Project punch list

Compensation

Proposed Fees for Architectural Design and Construction Documents:

Architectural (Includes Interiors and Council Chamber Review):	\$250,000
Structural:	\$ 10,000
Mechanical:	\$ 48,000
Electrical (includes Low Voltage):	\$ 85,000
A/V:	\$ 20,000
Proposed Reimbursable Allowance:	\$ 7,000
Total Proposed Fee:	\$420,000

Reimbursable expenses are in addition to the compensation for basic services and shall include the actual expenditures made by the Architect and his employees in the interest of the project, at cost plus 10%. Reimbursable expenses shall be billed from a not to exceed allowance, and are itemized as follows: Reproduction Costs Shipping/Postage Telephone Charges Computer Plotting Mileage/Travel

Unused portions of the Reimbursable Allowance will be credited back to the *City*.

Should our services be required in addition to these allocations, all additional services will be provided on an hourly basis, in accordance with the following schedule:

Architect

Principal Architect:	\$200.00/hour
Project Manager/ Architect:	\$175.00/hour
Designer / Interior:	\$135.00/hour
Draftsperson:	\$125.00/hour
Clerical/Staff:	\$85.00/hour

Structural Engineering

Principal Structural Engineer	\$225/hour
Structural Engineer	\$200/hour
Drafter	\$70/hour

Mechanical / Plumbing / Electrical Engineering

Principal Engineer	\$175/hour
Designer	\$135/hour
Drafter	\$85/hour
Administrative	\$60/hour

Cost Estimating

Principal/Project Estimator	\$130/hour
Technician	\$115/hour
Administrative	\$70/hour

EXHIBIT B**DESIGN PROFESSIONAL INSURANCE REQUIREMENTS**

INSURANCE Throughout the life of this Contract, the Consultant shall pay for and maintain in full force and effect with an insurance company(s) (Company) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

A. COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY insurance, which shall include Contractual Liability, Products and Completed Operations coverages, Bodily Injury and Property Damage (including Fire Legal Liability) Liability insurance with combined single limits of not less than \$1,000,000 per occurrence, and if written on an Aggregate basis, \$2,000,000 Aggregate limit (CG 0001).

B. COMMERCIAL (BUSINESS) AUTOMOBILE LIABILITY insurance, endorsed for "any auto" with combined single limits of liability of not less than \$1,000,000 each occurrence. (CA 0001)

C. PROFESSIONAL ERRORS AND OMISSIONS, Not less than \$1,000,000 per Claim/\$2,000,000 Aggregate (5 yr. discovery and reporting tail period coverage). Certificate of Insurance only required.

D. WORKERS' COMPENSATION Insurance as required under the California Labor Code, and Employers Liability Insurance with limits not less than \$1,000,000 per accident/injury/disease.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the City.

The Policy (s) shall also provide the following:

a.) The Commercial General Liability and Automobile Liability insurance shall be written on ISO approved occurrence form (see item 1 and 2 above) and endorsed to name: "City of Stockton (CITY), its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds". The City requires Additional Insured form: ISO Endorsement CG 20 10 11 85 (or equal).

b.) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Stockton, its Mayor, Council, officers, representative, agents, employees and volunteers. Any coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the City.

c.) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the City. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, which shall permit ten (10) days advance notice. The Insurer shall provide the City with notification of any cancellation, major change, modification or reduction in coverage.

d.) Regardless of these contract minimum insurance requirements, the Consultant and its insurer shall agree to commit the Consultant's full policy limits, and these minimum requirements shall not restrict the Consultant's liability or coverage limit obligations.

e.) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

f.) The Company shall furnish the City of Stockton with the Certificates and Endorsements for all required insurance, prior to the City's execution of the Agreement and start of work.

g.) Proper Address for Mailing Certificates, Endorsements, and Notices shall be: City of Stockton, Attn: Risk Services 425 N. El Dorado Street Stockton, CA 95202

h.) Upon notification of receipt by the City of a Notice of Cancellation, major change, modification, or reduction in coverage, the Contractor shall immediately file with the City a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the City's Risk Services (209) 937-8629. Our Fax is (209) 937-8833.

If at any time during the life of the Contract or any extension the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately, and all payments due or that may become due to the Consultant shall be withheld until acceptable replacement coverage notice is received by the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Contract. In the event of insurance cancellation, the City reserves the right to purchase insurance or insure (or self-insure) for the above required coverages, at the Consultant's full expense.

If the Consultant should subcontract all or any portion of the work to be performed in this contract, the Consultant shall cover the Sub-consultant, and/or require each Sub-consultant to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any Cancellation, Lapse, Reduction in Coverage, or Change of Subcontractor's insurance shall have the same impact as described above.