TO: Mayor and City Council
FROM: Public Works Department
SUBJECT: RESOLUTIONS: FIRE COMPANIES NOS. 7, 10, AND 11 AMBULANCE BAY EXPANSION, PROJECT NO. 04-27

RECOMMENDATION

It is recommended that two resolutions be adopted. The first resolution will authorize an amendment to the master contract with Wenell Mattheis Bowe Architecture (WMB), in the amount of $164,250 for the design and construction support services for Fire Companies Nos. 7, 10, and 11 Ambulance Bay Expansion, Project No. 04-27. The second resolution will authorize the findings and approve a sole source contract to Valley Management Group (VMG) for plan review, value engineering, construction management, inspection, and materials testing services in the amount of $100,000. It is further recommended that the resolution authorize the City Manager to record any and all appropriations and transactions necessary to complete funding of the project.

Summary

This staff report is recommending the authorization to proceed with two actions. First, staff is requesting authorization to award a design contract to WMB for the remodel of Fire Companies 7, 10, and 11 in support of Emergency Medical Service (EMS) space needs. Pending award of a design contract, WMB will provide architectural design and construction support services.

Second, staff is requesting authorization of findings and approval of a sole source contract to Valley Management Group (VMG) for plan review and value engineering, construction management, inspection, and materials testing services.

DISCUSSION

Background

The Stockton Fire Department (SFD) provides emergency medical dispatch, fire suppression, basic life support, advanced life support (ALS) first response services for the City of Stockton and four contracted fire-protection districts in San Joaquin County. The City has provided “first responder” paramedic services to portions of the City since 1976 and has provided “first responder” paramedic services from all of its fire stations since the year 2000.
RESOLUTIONS: FIRE COMPANIES NOS. 7, 10, AND 11 AMBULANCE BAY EXPANSION, PROJECT NO. 04-27

December 14, 2004

San Joaquin County has adopted an eight (8) minute standard response time for arrival of ambulances to an emergency call. The Stockton Fire Department has conducted response time studies based on year 2001 Computer Aided Dispatch (CAD) data that shows current private ambulance service response times. Private ambulances have arrived late at emergency scene on the average of 16.36% of the time which equates to approximately 1,600 patient field contacts and/or transport. American Heart Association (AHA) and American Red Cross have established specific guidelines for amount of time the brain can survive without oxygen, as in the case in sudden cardiac arrest. This established guideline requires that Basic Life Support (BLS) measures begin in four (4) minutes and Advanced Life Support (ALS) care is initiated within eight (8) minutes. Chance of survival diminishes drastically after eight minutes.

In February 2002, City Council adopted a resolution authorizing the City Manager and the Fire Chief to work with San Joaquin County to develop a business plan and operational procedures for the ambulance transportation service. Subsequently, the Stockton Fire Department Emergency Medical Services Transportation (EMST) Report was prepared in March 2002. In part, the report concluded that fire station based Emergency Medical Service (EMS) Concept of Operation can provide higher, faster and lower cost levels of service to the City. Considering existing fire stations are strategically located throughout the City’s populated areas, modifying the existing stations to house the new EMS teams was the next logical step. Therefore, in May 2002, the City Council authorized the provision of 9-1-1 emergency only ambulance service by Stockton Fire Department personnel based on the conclusions of the EMST Report.

Based on the EMST report, an implementation program was developed that called for the start up of an initial five (5) fire station-based EMS units followed by an additional five (5) more. Based on emergency response needs, Fire Companies Nos. 7, 9, 10, 11, and 12 were prioritized as the first five (5) fire station-based EMS units to be activated. Due to the immediate need for EMS services, EMS services were implemented at these fire companies before the stations could be remodeled to accommodate the EMS space needs. Therefore, all fire-based EMS teams are presently sharing cramped living quarters with firefighters pending remodel of the respective facilities.

Based on EMS service needs and funding constraints, Fire Companies 9 and 12 (550 East Harding Way and 4010 East Main Street, respectively) were designated higher priority among the five fire station-based EMS units. As such, efforts to remodel these stations would be initiated first. On November 18, 2003, the Council authorized execution of an amendment to the master pool contract with Wenell Mattheis Bove Architecture (WMB) in the amount of $59,600 for design and construction support services needed for Fire Companies 9 and 12. WMB completed the plans, specifications, and estimate for the EMS modifications to Fire Companies 9 & 12 in late May 2004. The project was advertised and bids were received in July 2004. McDonald Glenn Company of Manteca submitted the low bid of $460,849.66. On September 14, 2004, the Council authorized award of a
construction contract to McDonald Glenn Company in the amount mentioned to remodel Fire Stations 9 and 12 to meet EMS space needs. Concurrently, the Council authorized award of a contract to Valley Construction Management in the amount of $31,000 for construction management services needed. Construction at these stations started in October 2004 and is anticipated to be completed by February 2005, weather permitting.

Now that remodel work at Fire Stations 9 and 12 is underway, the Fire Department's next priority will be to move forward with plans to remodel Fire Companies 7, 10 and 11 to accommodate EMS space needs.

Present Situation

Plans and specifications for the remodel of Fire Companies 7, 10, and 11 to meet EMS space needs are now required.

On June 20, 2000, the City Council approved Professional Services Contracts for Design and Survey Services relative to architectural design with three firms. These firms provide services, as needed, to accommodate the City's aggressive construction schedules. The contracts are for a period of one year, renewable for four additional one-year periods at the City's discretion. The scope of services and fees are negotiated on a project specific basis. If the negotiated fee for a particular project exceeds Charter limits, a contract amendment is submitted to the Council for consideration. Design scope of services includes investigation, design, construction documents, and building department processing. The scope will include architectural, structural, mechanical, and electrical engineering and soils testing.

Construction support services include, but are not limited to the review of the contractor's submittals, attending the pre-construction conference and regular meetings during construction to resolve issues rising from unforeseen conditions, responding to contractor's requests for Information and providing a general overview of the work to ensure that it is consistent with the intent of the plans and specifications.

Wenell Mattheis Bowe Architecture completed the design for Fire Companies Nos. 9 and 12 for the City and is familiar with the needs of the Fire Department. Therefore, the Public Works Department and the Fire Department selected them for this project.

Public Works Staff has negotiated a scope of services and fee with Wenell Mattheis Bowe Architecture in the amount of $164,250 for architectural design and construction support services required to complete the plans, specifications, and to provide construction support. Public Works staff has reviewed this fee in consideration of the effort that will be required. Because of the inherent difficulties of the remodeling project, staff's opinion is that the fee is reasonable. The first resolution will approve an amendment to WMB's master contract to provide the above described services.
Findings for Construction Management, Inspection, and Materials Testing Services

Ordinance No. 04592-CS, effective December 2, 1992, amended the Stockton Municipal Code 3-105 regarding bidding, contracting and purchasing procedures. Among its provisions are exceptions to the competitive bidding requirements for contracts of $26,607 or more in cases where the City Council has approved findings which support and justify exceptions to the competitive bidding process.

In anticipation of the Council awarding a design contract as recommended, Fire Department staff contacted VMG to negotiate a project-specific proposal and fee to provide plan review, value engineering, construction management, inspection, and materials testing services for the project. Proposed findings to support approval by the Council of an exception to the competitive bidding process to allow an expedited sole source contract award are as follows:

1. The Fire Department requests VMG provide construction management services based on their specific and vast work experience on fire companies. VMG has vast experience in project design, coordination of contractors and subcontractors, as well as inspection services. VMG comes highly recommended from the government agencies of Lodi, Modesto, Riverbank, Ripon, Woodbridge, and Lathrop.

2. VMG is currently providing excellent construction management services for the City’s Fire Companies 9 and 12.

3. The estimate fee submitted by VMG is reasonable.

4. Public Works does not have the staff resources to perform this work in the time prescribed.

VMG will provide plan review and value engineering during the design phase. The goal of value engineering is to seek the best alternative that will provide for lower overall cost.

VMG’s additional scope, pending an anticipated future award of a construction contract, will be to oversee the renovation of each fire company by providing construction management, inspection, and materials testing services. Specifically, their scope of services includes material testing and inspection services needed during demolition, carpentry, heating and air conditioning, electrical, mechanical, and other trade activities. VMG will also perform other general management functions during construction to ensure the construction progresses in accordance with the approved plans and specifications.

VMG will provide plan review, value engineering, construction management, inspection, and materials testing services for a negotiated fee of $100,000 on a time and material basis. In general, typical fees range from 10% to 15% for building projects of this size and complexity. VMG’s fee represents approximately 8% of the estimated construction cost of
RESOLUTIONS: FIRE COMPANIES NOS. 7, 10, AND 11 AMBULANCE BAY EXPANSION, PROJECT NO. 04-27

$1.2 million. Staff has reviewed the fee carefully and finds the fee to be reasonable given the complexities of this project. Therefore, staff recommends Council authorize award of a contract to VMG for plan review, value engineering, construction management, inspection, and materials testing services for this project.

Project design is anticipated to begin in early January of 2005 and will take approximately four months to complete. Once a contractor has been awarded a construction contract, construction is anticipated to take six months to complete.

Financial Summary

Sufficient funds are available in Emergency Medical Transport Fund, Fire Station Modification, Account No. 043-7104-630. There is an unencumbered balance of $268,751 as of November 30, 2004.

PREPARED BY: James Wong, P.E.

Respectfully submitted,

ERIC ALVAREZ, P.E.
CAPITAL IMPROVEMENT PROGRAM MANAGER

Attachment

::ODMA\GRPWISE\COS.PW.PW_Library:73118.1

APPROVED BY CITY MANAGER
RESOLUTION AUTHORIZING AN AMENDMENT TO PROFESSIONAL SERVICES CONTRACT FOR DESIGN & SURVEY SERVICES WITH WENELL MATTHEIS BOWE ARCHITECTURE (WMB) FOR FIRE COMPANIES NOS. 7, 10, AND 11 AMBULANCE BAY EXPANSION, PROJECT NO. 04-27, IN THE AMOUNT $164,250

WHEREAS, the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," and WENELL MATTHEIS BOWE ARCHITECTURE (WMB), hereinafter referred to as "FIRM," entered into a Professional Services Contract for Design and Survey Services on June 20, 2000, pursuant to Resolution No. 00-0302, to establish a Vendor Pool; and

WHEREAS, CITY now desires to hire FIRM for design and construction support services for the FIRE COMPANIES NOS. 7, 10, AND 11 AMBULANCE BAY EXPANSION, PROJECT NO. 04-27," now, therefore,

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

1. That certain "Amendment to Professional Services Contract for Design and Survey Services (for the Fire Companies Nos. 7, 10, and 11 Ambulance Bay Expansion, Project No. 04-27) between the CITY and FIRM, in the amount of One Hundred Sixty-four Thousand Two Hundred Fifty and no/100 Dollars ($164,250.00), is hereby approved.

2. That the City Manager is hereby authorized and directed to execute said Amendment to Professional Services Contract, attached hereto as Exhibit A and incorporated by this reference, on behalf of the City of Stockton.

PASSED, APPROVED and ADOPTED _____________________________.

ATTEST: ____________________________
GARY A. PODESTO
Mayor of the City of Stockton

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

City Atty Review Date ____________________________
DEC 5 8 2004
AMENDMENT TO
PROFESSIONAL SERVICES CONTRACT
FOR
DESIGN AND SURVEY SERVICES

This Amendment to Professional Services Contract for Design and Survey Services is made and entered into on ____________, by and between the City of Stockton, a municipal corporation, hereinafter referred to as "CITY," and Wenell Mattheis Bowe, Inc., (WMB), hereinafter referred to as "FIRM," to provide CITY with design and construction support services for the Fire Companies Nos. 7, 10, and 11 Ambulance Bay Expansion, Project No. 04-27, hereinafter referred to as "PROJECT."

WITNESSETH:

WHEREAS, CITY and FIRM entered into a Professional Services Contract for Design and Survey Services on June 20, 2000, pursuant to Resolution No. 00-0302 as part of a vendor pool and desire to amend said Contract by specifying FIRM to provide design and construction support services for PROJECT.

NOW, THEREFORE, in consideration of these premises and the following terms and conditions, the parties hereto agree as follows:

1. Section 1—Scope of Services is hereby amended to include design and construction support services for PROJECT as per Exhibit "A," attached hereto and by reference made a part hereof.

2. Section 2—Compensation is hereby amended (in the amount of $164,250) to include Exhibit "B," attached hereto and by reference made a part hereof. Compensation shall be paid no more frequently than once per month on a time and materials basis for work completed.
3. Section 3—Schedule for Completion is hereby amended to include Exhibit "C" attached hereto and by reference made a part hereof.

4. All other terms and conditions of said original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to Contract to be executed on the date and year first written above.

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

CITY OF STOCKTON, a municipal corporation

By: ________________________
   City Manager

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: ________________________
   City Attorney

WENELL MATTHEIS BOWE, INC.

By: ________________________
Title: ________________________
PROPOSAL FOR SERVICES
City of Stockton
Fire Station #7, #10 and #11 Renovation/Addition
Revised November 1, 2004

SUMMARY SCOPE OF SERVICES

Thank you for the opportunity to submit this proposal for architectural/engineering services for the proposed renovation and addition to Fire Stations #7, #10 and #11. The scope of services includes investigation, design, construction documents, building department processing, bidding/negotiation and construction administration services. The proposal includes architectural, structural engineering, mechanical engineering (plumbing and HVAC), electrical engineering and soils testing. Our proposal for architectural/engineering services is divided into the following phases:

SCOPE OF SERVICES BY PHASE

Phase 1 - Investigation
During this phase base plans for the buildings will be developed utilizing as built drawings and field measurements.

Phase 1A - Soils Testing
Lab testing to be performed in accordance with current ASTM standards on selected samples to evaluate the physical and engineering characteristics of the subsoils. Results of field explorations, lab testing and engineering analyses will be summarized in individual reports for the three stations.

Phase 2 - Schematic Design
Based on the information provided by the client, concept site plans, concept floor plans, exterior building elevations and sections will be developed for each Fire Station for review and approval. In addition, a concept cost estimate will be developed at this stage.

Phase 3 - Design Development
Prepare Design development documents to fix and describe the size and character of each project as to architectural, structural, mechanical and electrical systems, materials and other essential information. During this phase the final design of the projects - Site Plan, Floor Plan, Elevations and Sections and building systems will be set. These documents will be reviewed and approved by the client for sign off prior to proceeding with the development of construction drawings.

Phase 4 - Construction Documents
Based upon the approved designs, develop working drawings, specifications and calculations as required for obtaining the building
permits, and for bidding and constructing the buildings. The proposal includes architecture, structural engineering, mechanical engineering (plumbing and HVAC) and electrical engineering.

Phase 5 – Building Department
During this phase the construction documents will be submitted to the Building Department for processing the building permits. The A/E team will provide back check documentation as required to secure the permits.

Phase 6 - Bidding / Negotiation
The A/E team will provide assistance for answering questions during the bidding period. We will prepare addendum to the bid documents as required.

Phase 7 - Construction Administration
The construction phase begins with the award of the construction contracts and ends when the final Certificate of Payments are issued to you. During this phase we will advise and consult you regarding the construction. Based on periodic visits to the sites we will determine in general if the work is proceeding in accordance with the contract documents. We will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work. We will also not be responsible for construction means, methods, techniques or procedures or for safety precautions and programs in connection with the work, and will not be responsible for the contractor’s failure to carry out the work in accordance with the contract documents. This proposal includes construction administration services limited to 2 meetings per month of 4 hours each including travel time, for an anticipated nine month construction schedule. We will also review project submittals, review payment requests, process Requests for Information and communicate with the contractors on a regular basis so that they are clear on the substance and intent of the construction documents. It is our understanding that the City will contract with an independent firm to provide construction management services.

Client’ Responsibilities:

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

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

Wenell Mattheis Bowe will provide these services for an hourly based fee not to exceed $160,775 as broken down by phase and discipline on the attached Architectural Tasking and Fee Summary, plus reimbursable expenses estimated not to exceed $3,475. Several bids were solicited for each engineering discipline. The consultants we have selected will provide you with the highest quality service at a competitive price. Statements shall be rendered monthly and paid in proportion to amount of services completed. Additional services required beyond the scope of work will be billed on a time plus materials basis per the attached fee schedule.

This proposal does not include landscape architecture or special inspections.

Reimbursable expenses include printing and copying documents to develop design and review the project and sets required for building department processing, but does not include bid and construction sets of drawings and specifications.

We look forward to the opportunity to work with you through the successful completion of these construction projects.

Sincerely,

WENELL MATTHEIS BOWE INC.

Thomas Bowe, Architect
Vice-President
<table>
<thead>
<tr>
<th>Phase of Work</th>
<th>WMB</th>
<th>SIEGFRIED*</th>
<th>SCHEFLO</th>
<th>HCS</th>
<th>KLEINFELDER</th>
<th>Totals</th>
<th>By Phase</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOILS TESTING*</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$8,700</td>
</tr>
<tr>
<td>PHASE 1 PROJECT INVESTIGATION</td>
<td>$5,100</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$5,100</td>
</tr>
<tr>
<td>PHASE 2 SCHEMATIC DESIGN**</td>
<td>$9,000</td>
<td>$10,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$19,000</td>
</tr>
<tr>
<td>PHASE 3 DESIGN DEVELOPMENT</td>
<td>$10,700</td>
<td>$4,000</td>
<td>$1,630</td>
<td>$3,300</td>
<td></td>
<td></td>
<td>$19,630</td>
</tr>
<tr>
<td>PHASE 4 CONSTRUCTION DOCS</td>
<td>$37,500</td>
<td>$19,800</td>
<td>$2,800</td>
<td>$6,800</td>
<td></td>
<td></td>
<td>$66,900</td>
</tr>
<tr>
<td>PHASE 5 BUILDING DEPARTMENT</td>
<td>$4,600</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$4,600</td>
</tr>
<tr>
<td>PHASE 6 BIDDING/NEGOTIATION</td>
<td>$4,800</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$4,800</td>
</tr>
<tr>
<td>PHASE 7 CONSTRUCTION ADMIN.</td>
<td>$25,900</td>
<td>$3,000</td>
<td>$1,445</td>
<td>$1,700</td>
<td></td>
<td></td>
<td>$32,045</td>
</tr>
<tr>
<td>SUBTOTAL</td>
<td>$97,600</td>
<td>$36,800</td>
<td>$5,875</td>
<td>$11,800</td>
<td>$8,700</td>
<td></td>
<td>$160,775</td>
</tr>
<tr>
<td>REIMBURSABLES ***</td>
<td>$3,000</td>
<td>$250</td>
<td>$225</td>
<td></td>
<td></td>
<td></td>
<td>$3,475</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$100,600</td>
<td>$37,050</td>
<td>$6,100</td>
<td>$11,800</td>
<td>$8,700</td>
<td></td>
<td>$164,250</td>
</tr>
</tbody>
</table>

* The soils testing fee for each station is $2,900 for a total fee of $8,700

** Siegfried Phase "2" fee of $10,000 is maximum cost for lot line survey at Fire Station #10

*** Reimbursable expenses do not include printing charges for documents required for bidding and construction of the project.
SCHEDULE OF HOURLY RATES
April 2004

Principal Architect $120.00/hour
Project Architect $90.00 - 105.00/hour
Staff Architect $80.00/hour
Project Manager $80.00/hour
Production Manager $70.00/hour
Interior Designer $70.00/hour
Design/Draftsperson $60.00 - 70.00/hour
Draftsperson $50.00 - $65.00/hour
Clerical $45.00/hour

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

SCHEDULE OF REIMBURSABLE EXPENSE RATES

Reimbursable Expenses are in addition to compensation for basic and additional services. Reimbursable expenses such as computer plots, reproduction, color prints, presentation materials, postage, and shipping include actual expenditures incurred by Wenell Mattheis Bowe in the interest of the project. Reimbursable expenses are billed at 1.1 times direct cost.
CITY OF STOCKTON
FIRE COMPANIES 7, 10, AND 11 AMBULANCE EXPANSION PROJECT

PROPOSED PROJECT SCHEDULE
12/01/2004

<table>
<thead>
<tr>
<th>WORK TO BE PERFORMED</th>
<th>COMPLETION DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notice to Proceed from City</td>
<td>01/03/2005</td>
</tr>
<tr>
<td>Refine Conceptual Plans</td>
<td>02/01/2005</td>
</tr>
<tr>
<td>Concept Approval by City/Fire Department</td>
<td>02/08/2005*</td>
</tr>
<tr>
<td>Design Development Drawings</td>
<td>03/08/2005</td>
</tr>
<tr>
<td>Design Approval by City/Fire Department</td>
<td>03/15/2005*</td>
</tr>
<tr>
<td>Construction Documents Completed</td>
<td>04/12/2005</td>
</tr>
<tr>
<td>Construction Documents Submitted for Permit</td>
<td>04/14/2005</td>
</tr>
<tr>
<td>Sealed Bid Package Completed</td>
<td>04/28/2005</td>
</tr>
<tr>
<td>Pre-Bid Conference and Project Walk-Through</td>
<td>05/05/2005</td>
</tr>
<tr>
<td>Bids Received</td>
<td>05/26/2005</td>
</tr>
<tr>
<td>City Council Approval</td>
<td>05/31/2005*</td>
</tr>
<tr>
<td>Construction Contract Signed</td>
<td>06/24/2005*</td>
</tr>
<tr>
<td>Construction Begins</td>
<td>07/01/2005</td>
</tr>
<tr>
<td>Construction Services Completed</td>
<td>12/30/2005</td>
</tr>
</tbody>
</table>

*Dependent upon City Procedures and/or Time Constraints
Resolution No. __________

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING A CONTRACT WITH VALLEY MANAGEMENT GROUP (VMG), IN THE AMOUNT OF $100,000, FOR PLAN REVIEW, VALUE ENGINEERING, CONSTRUCTION MANAGEMENT, INSPECTION, AND MATERIALS TESTING SERVICES FOR FIRE COMPANY NOS. 7, 10 & 11 AMBULANCE BAY EXPANSION, PROJECT NO. 04-27

WHEREAS, the Fire Company Nos. 7, 10, & 11 Ambulance Bay Expansion Project requires specific and vast work experience for plan review, value engineering, construction management, inspection and materials testing services; and

WHEREAS, Valley Management Group has the qualifications to perform such work; and

WHEREAS, Valley Management Group is not on the master vendor pool list; and

WHEREAS, Stockton Municipal Code ("SMC") Section 3-105 provides for an exception to the competitive bidding requirements in cases where the City Council has approved findings which support and justify exceptions to the competitive bidding process for a sole source provider; now, therefore,

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

1. Pursuant to the requirements of SMC Section 3-105, the City Council hereby approves the following findings which support entering into an agreement with Valley Management Group for plan review, value engineering, construction management, inspection, and materials testing services.

   a. The Fire Department requests VMG provide construction management services based on their specific and vast work experience on fire companies. VMG has vast experience in project design, coordination of contractors and subcontractors, as well as inspection services. VMG comes highly recommended from the government agencies of Lodi, Modesto, Riverbank, Ripon, Woodbridge, and Lathrop.

   b. VMG is currently providing excellent construction management services for the City's Fire Company Nos. 9 and 12.

   c. The estimate fee submitted by VMG is reasonable.
d. Public Works does not have the staff resources to perform this work in the time prescribed.

2. Based on these findings, pursuant to SMC Section 3-105, the City Council hereby declares a sole source provider exception to the competitive bidding process is justified.

3. The "Consulting Services Agreement," attached as Exhibit A and by reference made a part hereof, between the City of Stockton and Valley Management Group is hereby approved.

4. The City Manager is hereby and directed to execute any documents necessary to carry out the purposes of this resolution.

5. The City Manager is hereby authorized to record any and all appropriations and transactions necessary to complete funding of the project.

PASSED, APPROVED and ADOPTED ________________________________

GARY A. PODESTO, Mayor
of the City of Stockton

ATTEST:

KATHERINE GONG MEISSNER
City Clerk of the City of Stockton

::ODMA\GRPW\GCOS.PW.PW_library:73252.1
AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF STOCKTON AND VALLEY MANAGEMENT GROUP
FOR FIRE COMPANIES NOS. 7, 10 & 11 AMBULANCE BAY EXPANSION
PROJECT NO. 04-27

Article I. Parties and Purpose

Section 1.1 Parties. THIS AGREEMENT is made and entered into on __________, by and between the CITY OF STOCKTON, a municipal corporation ("City") and Valley Management Group, a California corporation ("Consultant").

Section 1.2 Purpose. The purpose of this Agreement is to set out the terms and conditions pursuant to which Consultant shall provide plan review, value engineering, construction management, inspection, and materials testing services to City for the Fire Companies Nos. 7, 10 & 11 Ambulance Bay Expansion, Project No. 04-27 ("Project").

Article II. Scope of Services

Section 2.1 Scope of Services. Consistent with the standards of its profession, Consultant shall perform such services as necessary to assist City in completion of the Project. Such services shall include those activities and services stated in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time Frame. The services shall be performed according to the schedule as set out in Exhibit A.

Section 2.3 Meetings. Consultant shall attend such meetings as provided in Exhibit A.

Section 2.4 Staffing. Consultant acknowledges that City has relied on its special capabilities, the qualifications of its principals, and the level of performance demonstrated by Consultant in performing the work initially requested by City. Consultant certifies that it is prepared and can perform the contract services in a timely manner, within the time frame specified in Exhibit A. All services shall be performed by Consultant's staff and shall not be subcontracted unless and until agreed to in writing by City.

Consultant shall designate the Project Manager for all work performed pursuant to this Agreement and notify City's Public Works Department of the identity of the Project Manager. Consultant shall immediately notify City of any anticipated change in the Project Manager. Upon receiving notice of any change or contemplated change in the Project Manager, City shall have the right to approve or reject, in its sole discretion,
the replacement and, if it so desires, to terminate the contract without penalty or further obligations, subject only to the provisions set forth in Section 4.2 of this Agreement.

Section 2.5 Subconsultants. Consultant shall notify City of its desire to engage any subconsultant(s) prior to allowing the subconsultant to perform any of Consultant’s obligations under this Agreement. City shall have the right to approve or reject the proposed subconsultant and no work will be performed by the subconsultant unless and until City gives its written approval of the subconsultant. In the event City provides written approval of the subconsultant, Consultant shall remain fully responsible for the selection, qualifications, the complete and full performance of the contract services, and for payment of the subconsultants. The parties acknowledge and agree that under no circumstances are any subconsultants of Consultant to be considered employees or agents of the City, nor shall they have any legally enforceable interest in or be considered third party beneficiaries of this Agreement.

Article III. Compensation

Section 3.1 Compensation. The amount of compensation for the work stated in Exhibit A is $100,000.

Section 3.2 Method of Compensation.

3.2.1 Invoices. Consultant shall submit invoices for work completed on a time and materials basis on a monthly basis. Each invoice shall provide the following details: The work performed, the date of the performance; the time attributable to each item of work or task; the amount charged for each item of work or task; the Project task to which the work is attributable; the total current charges for the invoiced services, and the running total for all work performed and the entire Project.

3.2.2 Time for Payment. Compensation for each invoice shall be paid by City within thirty (30) days after City’s receipt and acceptance of the invoiced charges.

3.2.3 Disputed Charges. City shall notify Consultant within fifteen (15) days following its receipt of the invoices of any questions or concerns City has regarding the appropriateness of the charges or information included in or omitted from the invoices. The notification shall be in writing and shall explain, in detail, City’s concerns. City may withhold payment for the invoice until Consultant provides such additional information or explanation as necessary, in City’s opinion, to resolve the issue or question. City shall not act unreasonably or with undue delay in working with Consultant to resolve such matters.

Section 3.3 Costs. Consultant shall be reimbursed by City for all direct costs incurred necessary for the project to proceed expeditiously as identified in Exhibit A. Each item for which reimbursement is sought must be identified on the invoices.
submitted to City. Items questioned by City shall be subject to the same procedure identified in Section 3.2.3, above.

Section 3.4 Additional Work: Change of Work.

3.4.1 Request for Additional Work: City reserves the right to make such alterations, deviations, additions to, or omissions to service requests pursuant to this Agreement, including the right to increase or decrease the quantity of any item or portion of the work, as may be deemed by City to be necessary or advisable for the proper completion of the work contemplated. Any such changes will be set forth in a contract amendment or change order which will specify, in addition to the work to be done or deleted or other change to be made, the basis for compensation and the time for performance for said change. The contract amendment shall not become effective until approved by authorized representatives of City and Consultant.

3.4.2 Expenditure Limits: Individual and cumulative amendments requiring an additional expenditure by City exceeding $26,740 plus ten percent (10%) of the initial contract price over $100,000 require approval of the Stockton City Council. Amendments not meeting the above criteria require approval by the Stockton City Manager.

The City Manager, or other authorized City official, has the authority to issue amendments in such sums as is reasonably necessary for emergency purposes. After issuing an amendment in an emergency situation, the City Manager or other authorized City official shall report, in writing, such action and the reason therefore to the Stockton City Council not later than the Council's next regularly scheduled meeting or as soon thereafter as is practicable under the circumstances.

Upon receipt of an amendment approved pursuant to the above provisions, Consultant shall immediately proceed with the work ordered unless some other time for performance is specified in the amendment.

Article IV. Time for Performance and Expedited Termination

Section 4.1 Time for Performance. The time for performance of the work described herein shall be as provided in Exhibit A.

Section 4.2 Expedited Termination

4.2.1 Time for Termination. City may terminate this Agreement without penalty by giving Consultant a minimum of ten (10) days' written notice prior to the effective date of the proposed termination.

4.2.2 Effect of Termination Notice. Unless otherwise notified by City, Consultant, upon receiving notice of the proposed termination date, shall suspend all work in progress and shall deliver to City within ten (10) days and in whatever stages it exists, the work and any related documents prepared as part of the contract services.
Consultant shall be entitled to payment for such work and any authorized services provided up to the effective date of termination of this Agreement.

Article V. Miscellaneous Provisions

Section 5.1 Non-discrimination. In performing services under this Agreement, Consultant shall not discriminate with regard to its employment practices or in the engagement of any subcontractors on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, disability, or on any other basis prohibited by federal or California law.

Section 5.2 Insurance Requirements. Prior to performing any work under this Agreement, Consultant shall submit proof of Comprehensive General Liability Insurance coverage, which shall include personal injury and property damage limits of not less than One Million Dollars ($1,000,000) per person and One Million Dollars ($1,000,000) per occurrence and professional liability insurance with limits of not less than One Million Dollars ($1,000,000). Consultant shall also submit to City, prior to performing the contract services, proof of Workers' Compensation Insurance in accordance with California Law. Proof of said coverages shall be in a form acceptable to City, name City as an additional insured by endorsement, and shall include a provision requiring the carrier(s) to provide thirty (30) days' advance written notice prior to City of the effective date of any anticipated change in or limitation or reduction of coverage or limits below the required minimums or cancellation of the policy or policies.

Section 5.3 Successors and Assigns; Assignment.

5.3.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of City and Consultant and each of their partners, successors, assigns, agents, and legal representatives without the need of any additional written consent by those persons so bound.

5.3.2 Assignment; Transfer; Consent to Assignment. Consultant shall not assign or transfer any interest or delegate any obligation without the prior written consent of City. Consent to any such assignment, transfer, and/or delegation shall be at the sole discretion of City. Any attempt by Consultant to assign, transfer, or delegate its interests or obligations under this Agreement without City's prior written consent shall render this Agreement void at City's sole discretion.

Section 5.4 Licensing, Permits, and Compliance with Law. Prior to performing the contract services, Consultant shall, at its own expense, obtain and maintain for the term of this Agreement, all licenses and permits required for its performance of the contract services, including a City business license. In addition, in performing the contract services, Consultant shall comply with all federal, state, and local laws, regulations, and ordinances.
Section 5.5 Notices. Any notice to be given to the parties hereto in connection with this Agreement shall be deemed communicated as of the date of actual receipt and may be effected in writing by personal delivery or by certified mail or express or overnight delivery, postage prepaid, addressed as follows:

To City: City of Stockton
Attention: James B. Giottonini
Public Works Department
425 N. El Dorado Street
Stockton, California 95202

To Consultant: Valley Management Group
Attention: Greg Parrett
315 W. Pine, Suite #7
Lodi, CA 95240

Section 5.6 Cooperation of City. City shall cooperate fully and in a timely manner in providing relevant information in its possession, or at its disposal, requested by CONSULTANT or as necessary to enable Consultant to complete the contract services in a timely and satisfactory manner.

Section 5.7 Ownership of Documents. Documents and other materials prepared on behalf of City during the course of Consultant’s performance of the contract services shall become the property of City upon the completion of the Project or upon termination of this Agreement, whichever occurs first. Consultant shall deliver such documents to City within ten (10) days after the completion or termination of this Agreement. City agrees to hold Consultant harmless from any liability resulting from the use of such document for any purpose other than the purpose(s) for which the documents were prepared, provided that the documents were accurate when prepared for their original purpose(s).

Section 5.8 Independent Contractor.

5.8.1 Status as Independent Contractor. In performing the contract services, Consultant and its employees, agents, assigns, or subcontractors, if any, are not acting nor shall they be considered for any purpose as employees of City, but are performing the contract services solely as independent contractors. Consequently, City shall not, under any circumstances, be liable to any third parties, Consultant, or any person or persons acting for or under Consultant for any deaths, injuries, or property damage received or claimed, unless any such liability arises by virtue of the sole negligence of City and/or its officers, employees, or agents.

5.8.2 Defense; Indemnity. Consultant agrees to defend, indemnify, and hold harmless City and its officers and employees from any liability arising in connection with Consultant and which is not the result of the sole negligence of City and/or its officers,
employees, or agents. The duty to defend and the duty to indemnify are separate and independent obligations.

Section 5.9 Anti-waiver Provision. Waiver of any provision of this Agreement shall be effective only if set forth in a writing signed by authorized representatives of the parties. In addition, in the event of a breach of any provisions of this Agreement, a failure by the non-breaching party to immediately pursue or enforce its remedies shall not be construed as a waiver of the provision or any right to pursue enforcement for that or any subsequent breach of the provision, this Agreement, or any other terms or conditions of this Agreement.

Section 5.10 Attorney’s Fees. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation resolving the dispute shall be entitled to reimbursement of its reasonable attorney’s fees from the non-prevailing party (as determined by the court or other agreed upon neutral fact finder), including the reasonable cost of house counsel for City at rates comparable to counsel in private practice for similar work and with similar experience.

Section 5.11 Captions. The captions used for the sections and subsections in this Agreement are for convenience only and shall not be deemed relevant in resolving questions regarding the parties’ intentions or in interpreting the provisions of this Agreement.

Section 5.12 Applicable Law. This Agreement shall be governed by the laws of the State of California. Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in federal court, the United States District Court for the Eastern District of California, Sacramento Division.

Section 5.13 Severability. The provisions of this Agreement shall be severable to the extent that should any of its provisions or terms be declared void in whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void, and provided the essential purpose of the Agreement has not been frustrated, shall remain enforceable and in full effect.

Section 5.14 Entire Agreement, Integration, and Modification. This Agreement and the attached Exhibit A shall constitute the entire integrated agreement between City and Consultant relating to the subject matter addressed therein and shall supersede all prior negotiations, agreements and understandings between the parties. In the event of any conflict between the provisions of this Agreement and any provisions contained in Exhibit A, the provisions of this Agreement shall govern. No modifications or additions to this Agreement or Exhibit A shall be binding on either party unless the modifications have been mutually agreed to by the parties and are set forth in a written instrument signed by authorized representatives of City and Consultant.
Section 5.15 Authority. The undersigned represent and warrant that they are authorized to bind the parties to this Agreement by executing this document.

IN WITNESS WHEREOF, the City and Consultant, through their authorized representatives, have executed this Agreement to be effective as of the date first above written.

ATTEST:

By: ____________________________
    KATHERINE GONG MEISSNER
    CITY CLERK

CITY OF STOCKTON,
a municipal corporation

By: ____________________________
    MARK E. LEWIS
    CITY MANAGER

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: ____________________________
    (Signature of Authorized Representative)
    (Printed Name)
    (Job Title of Authorized Representative)

VALLEY MANAGEMENT GROUP

COUNSEL FOR CONSULTANT

::ODMA\GRPWISE\COS.PW.PW_Library.73247.1
Valley Management Group

EXHIBIT A

“Scope of Services for Fire Companies Nos. 7, 10 & 11

I. Description of Services:

1. Owner’s representative managing all consultants, contractors and subcontractors, vendors
2. Contract Administration Management
3. Program Management
4. Procurement Management
5. Manage design process, permitting process
6. Manage Construction
7. Manage startup and equipment hookup
8. Provide Geotechnical Monitoring and Special Inspection Services

II. Pre-construction Phase

1. Provide program input
2. Provide budget review and approval
3. Provide input for project development & schedule
4. Support the method of team selection
5. Provide input on Master Plan
6. Identify management control system input needs
7. Input & review drawings & specifications
8. Provide value engineering where needed
9. Provide program review and comments
10. Support evaluating existing facilities and services (e.g. Soils testing, etc.)
11. Evaluate site and construction process
12. Develop program budget
13. Assist with consultant selection if needed
14. Support the final design
15. Develop outline specifications
16. Develop cost estimate
17. Monitor project development schedule
18. Develop management & control system
19. Support finalize working drawings & specifications as well as bid documents
20. Support the permitting process
21. Advise on long lead items
22. Review and recommend bidders
23. Support the issuance of notice to proceed to contractor working with city officials to get contract approval
24. Support the effort of finalized plans and issue plans and specifications
25. Hold pre-bid conference

II. Construction Phase

1. Conduct bi-weekly project meetings (weekly, if necessary), prepare agenda, minutes and distribute
2. Process all general contract documentation and maintain document files
3. Review and process all clarifications
4. Review and process all contract changes
5. Review and submit progress payment requests
6. Perform contractor schedule reviews
7. Prepare and maintain an As Built Schedule of contract activities
8. Obtain and submit Certified Payroll data for project records to the City
9. Conduct employee interviews
10. Process and review submittals and shop drawings
11. Review Contractor As Built drawings
12. Assist with project scheduling / coordination
13. Observe, record and report all construction activities
14. Prepare and maintain a photographic record of project
15. Prepare, coordinate and verify completion of all punch items
16. Monitor and review potential claims
17. Monitor and track potential delays
18. Negotiate changes with contractor as needed
19. Perform final inspections and coordinate with City as needed
20. Prepare final progress payments

III. Post Construction

1. Attend Post construction meeting
2. Review As Built plans with contractor and submit to City
3. Recommend notice of substantial/final completion be filed
4. Review and submit to the City all Warranty/Guarantee documents required by the contract
5. Transmit all project files to the City Department of Public Works

Promptly, upon completion of the construction work associated with a work order is completed, VMG shall notify the Department of Public Works in writing, whether such work should be accepted by the city as complete and final in accordance with the terms and conditions of the City’s contract for that construction work. VMG’s determination shall be given to the Department of Public Works after diligent investigation including satisfaction of its other obligations under this Contract. If the VMG recommends that the City should not accept the work, VMG shall document the facts and analysis supporting its determination in its written notification to the Department of Public Works.
IV. Time of Services Offered/Fee Schedule

1. Valley Management Group will invoice the City of Stockton once a month throughout the duration of the project. The start of the services offered in this proposal will commence when the City of Stockton Fire Department executes this Consulting Agreement and returns the signed and dated copy therewith along with a purchase order.

2. Hourly Rate Schedule to be used:
   a. Principal $125.00 / Hr.
   b. Project Mgr. $100.00 / Hr.
   c. Estimator/Scheduler $80.00 / Hr.
   d. PM Tech. $60.00 / Hr.
   e. Admin Support $35.00 / Hr.

3. This proposal is based on the completion date for Fire Stations 7, 10, & 11.

Note: In the event that the project is extended beyond VMG's control, Valley Management Group will be reimbursed for their services on a time and Material basis according to our hourly rate structure as well as any reimbursable/attorney fess that may be associated.

Total Estimate for Consultant Services: $90,000.00*

Total Estimate for Geotechnical Monitoring and Special Inspection Services based on Time & Materials only: $10,000.00*