

## ITEM 4.12

### CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

**ITEM:** APPROVE AMENDMENT NO. 1 WITH LDA PARTNERS, INC. FOR THE LATHROP POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, CIP GG 21-13 CORP YARD IMPROVEMENTS

**RECOMMENDATION:** Adopt Resolution Approving Amendment No. 1 with LDA Partners, Inc., for the Lathrop Police Department Property and Evidence Building, CIP GG 21-13 Corp Yard Improvements

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#### **SUMMARY:**

On December 12, 2022, City Council approved a Professional Services Agreement (PSA) with LDA Partners, Inc. (LDA), for the design of the Lathrop Police Department (LPD) Property and Evidence Building (Building), associated with Capital Improvement Project (CIP) GG 21-13 Corporation Yard Improvements.

Due to LDA's familiarity with the overall goals of CIP GG 21-13 and involvement for the past several months in the site's layout and other components of this project, staff solicited and received a proposal from LDA, to prepare additional design and construction documents, as well as construction administration services.

Staff request Council approve Amendment No. 1 with LDA for \$178,625 to prepare additional design and construction documents, including construction administration.

Sufficient funds have been allocated in FY 23/24 approved budget.

#### **BACKGROUND:**

The Municipal Corporation Yard (Corp Yard) is the City facility that supports the operation and maintenance of the City's infrastructure and includes the Water Treatment Facility. The Corp Yard will also provide the site for the proposed Building.

On April 12, 2021, City Council approved the creation of CIP GG 21-13. On December 12, 2022, the City and LDA entered into a PSA to perform design engineering services for the LPD Building, associated with CIP GG 21-13 Corp Yard Improvements.

The proposed Amendment No. 1 project scope, includes the following but not limited to;

- Site and building placement revisions
- Monument Signage
- Additional Electrical modifications

**CITY MANAGER'S REPORT**  
**AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE AMENDMENT NO. 1 WITH LDA PARTNERS, INC. FOR THE LATHROP**  
**POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, ASSOCIATED**  
**WITH CIP GG 21-13 CORP YARD IMPROVEMENTS**

**PAGE 2**

- Ballistics Room
- Updated HVAC systems
- Building revisions

Staff requests Council approve Amendment No. 1 with LDA for \$178,625 to prepare additional design and construction documents, including construction administration.

**REASON FOR RECOMMENDATION:**

Approval of Amendment No. 1 with LDA will allow staff to move forward with the design phase and construction of the Building.

**FISCAL IMPACT:**

The cost of the Amendment No. 1 with LDA is \$178,625. Sufficient funds have been allocated in FY 23/24 approved budget.

**ATTACHMENTS:**

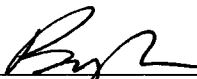
- A. Resolution Approving Amendment No. 1 with LDA Partners, Inc., for the Lathrop Police Department Property and Evidence Building, associated with CIP GG 21-13 Corporation Yard Improvements
- B. Amendment No. 1 with LDA Partners, Inc., for the Lathrop Police Department Property and Evidence Building, associated with CIP GG 21-13 Corporation Yard Improvements

**CITY MANAGER'S REPORT**  
**AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING**  
**APPROVE AMENDMENT NO. 1 WITH LDA PARTNERS, INC. FOR THE LATHROP**  
**POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, ASSOCIATED**  
**WITH CIP GG 21-13 CORP YARD IMPROVEMENTS**

**APPROVALS:**

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

8-2-2023  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

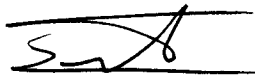
8/3/2023  
Date

  
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Cari James  
Director of Finance

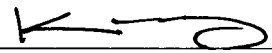
8/2/23  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

7.27.2023  
Date

  
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

7.28.2023  
Date

 FOR  
\_\_\_\_\_  
Stephen J. Salvatore  
City Manager

8-7-2023  
Date

**RESOLUTION NO. 23-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 1 WITH LDA PARTNERS, INC., FOR THE LATHROP POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, ASSOCIATED WITH CIP GG 21-13 CORP YARD IMPROVEMENTS**

**WHEREAS**, the City's Municipal Corporation Yard (Corp Yard) is the City facility that supports the operation and maintenance of the City's infrastructure and includes the City's Water Treatment Facility; and

**WHEREAS**, the Corp Yard will also provide the site for the proposed Lathrop Police Department's (LPD) Property and Evidence Building (Building); and

**WHEREAS**, on December 12, 2022, the City and LDA Partners, Inc. (LDA), entered into a Professional Services Agreement (PSA) to perform design engineering services for the Lathrop Police Department and Evidence Building, associated with CIP GG 21-13 Corporation Yard Improvements; and

**WHEREAS**, approval of Amendment No. 1 with LDA in the amount of \$178,625 is requested for LDA to provide additional services for preparing the design and construction documents and to provide construction administration services; and

**WHEREAS**, sufficient funds have been allocated in the approved FY 23/24 budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve Amendment No. 1 with LDA Partners, Inc., in the amount of \$178,625 to provide additional services for the design and construction documents and to provide construction administration services for the Lathrop Police Department and Evidence Building, associated with CIP GG 21-13 Corporation Yard Improvements.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of August 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Salvador Navarrete, City Attorney

**AMENDMENT NO. 1**

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND  
LDA PARTNERS, INC. DATED DECEMBER 12, 2022**

**TO PERFORM ADDITIONAL DESIGN ENGINEERING SERVICES FOR THE  
LATHROP POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, CIP GG  
21-13**

**THIS AMENDMENT** (hereinafter "AMENDMENT NO. 1") to the agreement between the City of Lathrop and LDA Partners, Inc. dated December 12, 2022 (hereinafter "AGREEMENT"), dated for convenience this **14<sup>th</sup> day of August 2023**, is by and between the **City of Lathrop**, a California municipal corporation ("CITY"), and **LDA Partners, Inc.** ("CONSULTANT");

**RECITALS:**

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to provide Design Engineering Services, which are required by this agreement; and

**WHEREAS**, CITY selected the CONSULTANT pursuant to said qualifications; and

**WHEREAS**, on December 12, 2022, CONSULTANT and CITY entered into an AGREEMENT to provide Design Engineering Services for the Police Department Property and Evidence Building, CIP GG 21-13, in the amount not to exceed \$220,000; and

**WHEREAS**, CONSULTANT has provided CITY with a scope of work attached hereto as Exhibit "A" for Amendment No. 1 for additional Design Engineering Services for the Police Department Property and Evidence Building, CIP GG 21-13; and

**WHEREAS**, CONSULTANT is willing to render such Design Engineering Services, as hereinafter defined, on the following terms and conditions.

**NOW, THEREFORE**, CONSULTANT and the CITY agree as follows:

**AMENDMENT NO. 1 TO AGREEMENT**

- (1) **Scope of Service.** Section (1) of the AGREEMENT is hereby amended to add the following:

CONSULTANT agrees to perform Design Engineering Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated December 12, 2022. CONSULTANT agrees to diligently perform these services in accordance with the utmost standards of its profession and to CITY'S satisfaction.

CITY OF LATHROP – LDA PARTNERS, INC.  
AMENDMENT NO. 1 ADDITIONAL DESIGN ENGINEERING SERVICES FOR THE LATHROP  
POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, CIP GG 21-13

(2) **Compensation.** Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional cost of **\$178,625** for the services set forth in Exhibit "A" of this AMENDMENT NO. 1, with a total sum not to exceed of \$398,625 (\$220,000 for the original AGREEMENT, and \$178,625 for AMENDMENT NO. 1). CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

(3) **Effective Date and Term**

The effective date of AMENDMENT NO. 1 is **August 14, 2023**, and it shall terminate no later than **June 30, 2024**. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) **Applicability to Original Consultant AGREEMENT**

All terms and conditions set forth in the AGREEMENT dated May 3, 2023 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

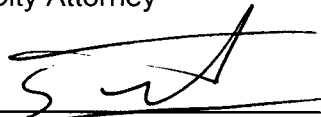
(5) **Signatures**

The individuals executing this AMENDMENT NO. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 1 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – LDA PARTNERS, INC.  
AMENDMENT NO. 1 ADDITIONAL DESIGN ENGINEERING SERVICES FOR THE LATHROP  
POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, CIP GG 21-13

Approved as to Form:

City of Lathrop  
City Attorney

  
\_\_\_\_\_  
Salvador Navarrete

7-28-2023

\_\_\_\_\_  
Date

Recommended for Approval:

City of Lathrop  
Assistant City Manager

\_\_\_\_\_  
Michael King

\_\_\_\_\_  
Date

Approved by:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

\_\_\_\_\_  
Stephen J. Salvatore

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager

Consultant:

LDA Partners, Inc.  
222 Central Court  
Stockton, CA 95204

Fed ID # 82-3027292  
Lathrop Business License # 20900

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title





20 June 2023

Mr. Ken Reed  
Senior Construction Manager  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

*Re: Lathrop Police Department Evidence Storage*

Dear Mr. Reed:

Thank you for your continued interest and trust in LDA Partners to help facilitate the design & construction of the proposed Lathrop Police Department Evidence Storage. Our proposal is based upon the assumption of the following scope of work:

**Project Scope:**

- II. Added Project Scope - Design & Construction Documents
- III. Construction Administration

**Phase II – Added Project Scope:**

The proposed project includes additional services to include added improvements to the project to include design and construction document services for additional Phase II design elements for the Lathrop Police Evidence Storage Building which include the following:

- Site and building placement revisions
- Monument Signage
- Additional Electrical modifications
- Ballistics Room
- Updated HVAC systems
- Building revisions per Public Works comments
- All other existing provisions of our contract shall remain in place

**Phase III – Construction Administration (to be billed hourly within allowance indicated)**

1. Support during the Construction Phase to include:
  - Review/respond to RFI's
  - Submittal review
  - Review Potential Change Orders
  - Issue any RFIs or Construction Bulletins if necessary
  - Punchlist / Project Closeout

**Architectural services shall not consist of the following:**

1. Reproduction Costs
2. Any fees required by this work
3. Any testing or inspections required by this work before, during or after construction.
4. On-site verification of utilities, building components etc.
5. *LDA Partners* cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.
6. Additional services beyond those listed herein.

7. Additional services caused by project delays or interruption.
8. Additional services caused by Contractor errors or default in executing the construction project in a proper or timely manner.
9. Fire sprinkler design, engineering, and documents. To be performance criteria design-build.
10. Signage
11. Civil Design & Documents and Landscape Design & Documents
12. Power & data site infrastructure & site connections
13. Site lighting beyond limits of the Police Department Development.
14. Site utility investigation or potholing to determine location and/or elevation of underground utilities. We anticipate relying on information to be provided by River Islands for all existing utilities and boundary information.
15. Geotechnical testing, reports, and investigations.
16. Any offsite improvements or easement acquisition.
17. Storm Water Quality Control Plan
18. Public plan and profile
19. Site QSD/ QSP services
20. Revisions to conceptual plans, design development drawings, or construction documents, beyond the initial revisions contemplated herein. Any revisions beyond those contemplated will be performed on an hourly basis, in accordance with the schedule listed herein
21. Non- Building Code Required Signage.
22. LEED documentation or design.
23. Design of communication tower.
24. Detailed material take-offs and costs estimates.
25. Completion of NRCA and NRCX forms.
26. Title Reports and supplemental documentation, ALTA Survey/Record of Survey, Boundary Survey, (the Client's Title Company should be contacted for the fees associated with these services).
27. Planning and environmental studies, applications or permitting with local, state and federal agencies.
28. Encroachment Permit Fees and/or Processing.
29. Joint Trench Plans/Dry Utility Design/Underground Electrical Design/Site Lighting Design/Gas Design.
30. Off-Site Analysis or Capacity Verification and/or Design of Storm, Sewer, or Water Utilities.
31. Construction Noise Management Plan.
32. Final or Parcel Map preparation, submittal and processing.
33. Construction staking, inspection, observation, and reports
34. Dust Control/Air Quality Control.
35. Notice of Termination preparation (NOT).
36. Hazardous Material Survey, Testing, or Abatement

The above services will for a fixed fee, in accordance with the listed schedule, as follows.

Additional Services:	\$ 73,625
<u>Construction Administration</u>	<u>\$105,000</u>
<b>Total:</b>	<b>\$178,625</b>

#### **Reimbursable Expenses**

Reimbursable expenses *are* listed as an allowance and 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%, which are itemized as follows:

Reproduction Costs  
 Shipping/Postage  
 Telephone Charges  
 Computer Plotting  
 Mileage/Travel

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:	\$280.00/hour
Project Manager/ Architect:	\$250.00/hour
Planner:	\$200.00/hour
Designer / Interior:	\$175.00/hour
Draftsperson:	\$150.00/hour
Clerical/Staff:	\$95.00/hour

Should the project be terminated or extended beyond sixty days from the date of this proposal, the Architect shall be compensated for all services performed to date. All work will be billed on a monthly basis for service performed to date. All monthly billings not paid within 30 days shall be considered past due, and shall accrue interest from the 31st day at a rate of 1-1/2% per month or 18% per annum. The Architect may at his discretion terminate services if payments are not made within 30 days. Changes to the scope of work shall be subject to renegotiation. This proposal is subject to renegotiation if not agreed upon within sixty (60) days.

Drawings and specifications as instruments of service, not products, shall remain the property of the Architect whether the project for which they are intended is executed or not. The Owner shall be permitted to retain copies of Architects work for information and reference in connection with the Owner's use of the project. The drawings or other work shall not be used by the Owner or others, for other projects, for additions to the project or completion of the project by others, except by written agreement by Architect.

The Owner agrees to defend, indemnify, and hold the Architect, his employees, and consultants harmless from any claim or third party claim related to services for the investigation of or remedial work related to asbestos, toxic, hazardous, and/or dangerous materials resulting from the services provided by the Architect pursuant to this Agreement. Should any litigation be commenced between the parties hereto concerning any provision of this Agreement or the rights and obligations of either in relation thereto, the party, the Owner, or the Architect prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees and court costs as incurred in such litigation, as determined by a court of competent jurisdiction.

Services provided by the Architect and his Consultants will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

Our office looks forward to the continued opportunity to work with you and the City, to achieve yet another successful project. If you have any questions, please let me know.

Cordially,



Eric Wohle, A.I.A.  
President, LDA Partners, Inc.

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