



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: A Resolution of the City Council Appropriating Funds and Authorizing the City Manager to Enter into a Contract with Mr. Rad Bartlam to Provide General Plan Project Management Services (total costs \$78,400 for two years).

MEETING DATE: September 19, 2007

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt a Resolution of the City Council Authorizing the City Manager to execute a contract with Rad Bartlam to serve as the General Plan Project Manager and to appropriate funds.

BACKGROUND INFORMATION: The City Manager is requesting the Council authorize a contract with Mr. Rad Bartlam to serve as the Project Manager for the General Plan update for a not-to-exceed cost of \$1,200 per week (\$150 per hour), plus not-to-exceed expenses at \$200 per month. Total maximum cost for this engagement for the remainder of the Fiscal Year is \$49,200 plus expenses of \$1,800. For Fiscal Year 08-09 costs are estimated to be \$26,400 with expenses of \$1,000. Total anticipated maximum costs over two years are \$75,600 for services and expenses of \$2,800. These are the maximum costs, and, although there is no guarantee, costs could be lower.

State law requires that Lodi have a comprehensive General Plan. On May 17, 2006 the City Council authorized a contract with Dyett and Bhatia. The current total contract amount with Dyett and Bhatia is \$927,220.

General Plans are complex and expensive propositions. They are prepared infrequently, once every 10 to 20 years. The General Plan will guide land use decisions for the City over the next 15 to 20 years. Because General Plans are infrequently prepared and expensive, typically smaller Community Development staffs are not sized to accommodate a large special project such as a General Plan. Some cities use the services of a Project Manager to supervise the General Plan update process.

Staff is currently concerned with delays in the General Plan update process and potential cost increases resulting from any delays, plus the overall quality of this General Plan update. Dyett and Bhatia's proposal envisioned completion and adoption of the General Plan in May of 2008. Now, schedules submitted by Dyett and Bhatia show adoption in October 2008 with a "pan caking" of tasks occurring in the later stages of the General Plan process (see attached chart). Dyett and Bhatia have completed the stakeholder interviews. Dyett and Bhatia listed 59 individuals (out of a population of 62,000) as stakeholder interviewees. However, there is some question that all 59 individuals were interviewed. Of the interviewees, 14% are employees of the

APPROVED: _____
Blair King, City Manager

City of Stockton and San Joaquin County. Public sector employees represent the majority of the interviewees.

To address concerns of delays, increased costs, quality of work, and the fact that the General Plan is an infrequently occurring task, it is proposed that the services of a General Plan Project Manager be obtained.

In brief, the Project Manager will perform the following tasks:

- Manage the General Plan process with the goal of completing the General Plan on time and under budget.
- Coordinate between staff, consultants, Council, Planning Commission and the community.
- Act as the City's representative.
- Provide quality control.
- Prepare miscellaneous correspondence, staff reports, analysis, presentations, notices, etc.
- Other associated tasks as directed.

The Project Manager will work under the direction of the City Manager. Staff support to the Project Manager will be provided by the City.

The use of a Project Manager for large expensive projects in general is common. There is precedent for the use of a Project Manager for General Plan updates as well. Currently, Yolo County and the City of Biggs are using a Project Manager to oversee the development of their respective General Plans. The hourly cost of Yolo County's Project Manager is \$195 per hour for approximately 10 hours per week. The hourly cost of the City of Biggs Project Manager is \$125 per hour for 15 to 18 hours per week.

Mr. Rad Bartlam is Lodi's previous Community Development Director. He knows the community well and is available for this engagement.

Fiscal Impact: Council is asked to appropriate \$51,000 in FY 07-08 from General Facilities Impact Fees for the purpose of retaining the General Plan Project Manager. It is hoped that these costs now will reduce the possibility of increased costs in the future.

Funding Available: 2007-08 General Facilities Impact Fees

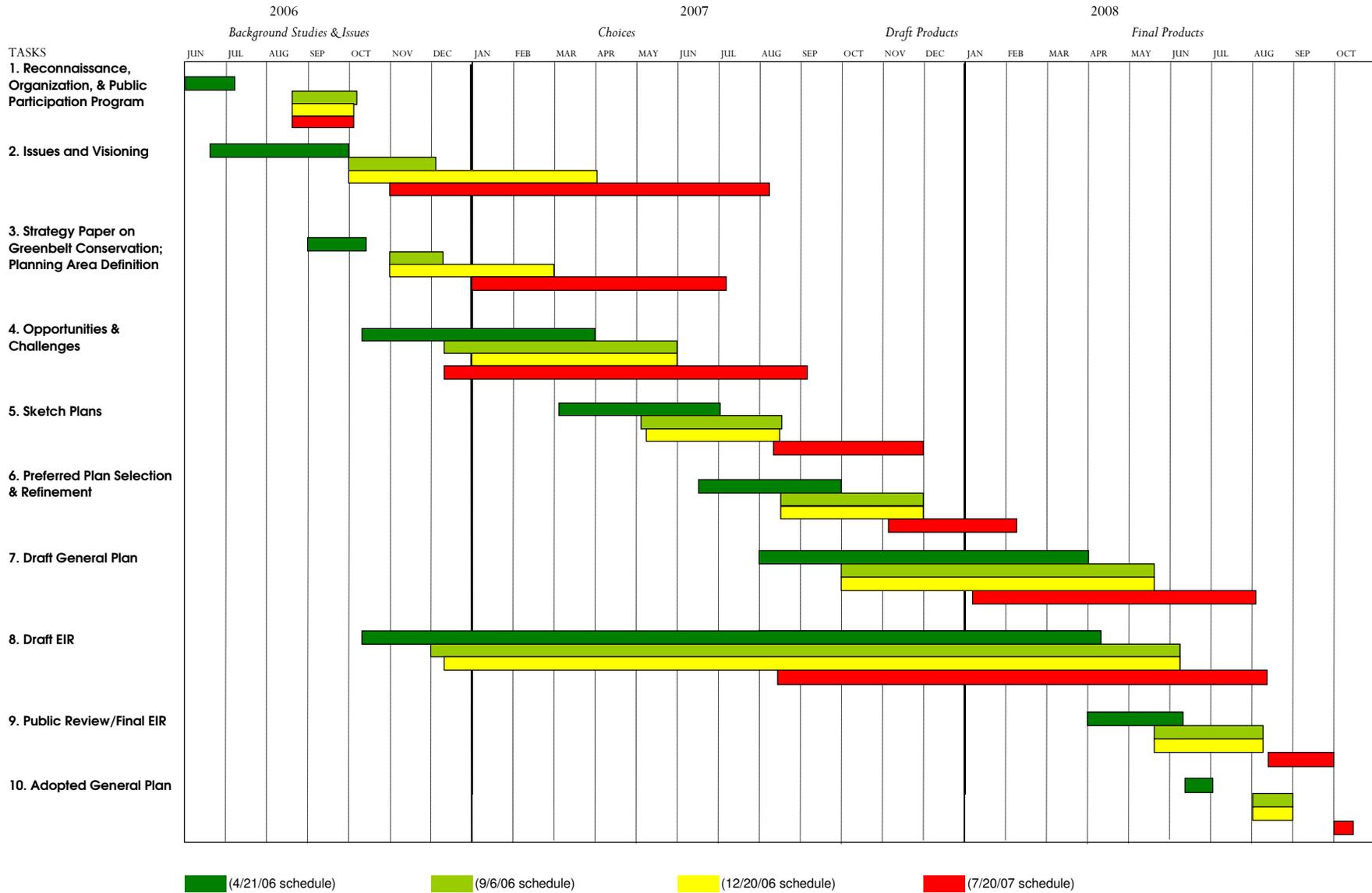
Kirk Evans, Budget Manager

Blair King, City Manager

Attachments

cc: Rad Bartlam

Changes in Proposed Schedules for Lodi General Plan Update and EIR



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the **19th day of September, 2007** by and between the City of Lodi, a municipal corporation, hereinafter called the "CITY" and Rad Bartlam, hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY; and
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.
 - 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement. City shall have the right to amend the services as set forth within the Agreement by written notification to the CONSULTANT. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to this Agreement

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term of Agreement. Said services shall commence on execution and shall **continue until November 30, 2008**, as set forth in Exhibit A as described in the preceding section. At any time and for any reason City shall have the right to terminate or cancel this Agreement, take possession of the CONSULTANT'S studies, preliminary reports, drawings, and other work products, insofar as they are complete and acceptable to the City, and pay the CONSULTANT such equitable proportion of the total remuneration as the work actually done by the CONSULTANT at the time of such discontinuance bears to the whole of the work required to be done by the CONSULTANT under the terms of this Agreement

3. Compensation. CONSULTANT shall perform those services described and the City shall pay CONSULTANT as compensation in full **\$1,200 per week plus consumable supplies not to exceed \$200 per month.** CONSULTANT shall submit itemized monthly statement for work performed. Statements shall not exceed the amount of services provided
4. Authorization and Termination. This Agreement becomes effective when endorsed by both parties in the space provided.
5. Reliance of Professional Skill of Consultant. CONSULTANT represents that is has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. CONSULTANT shall assign **Rad Bartlam** to personally participate in this project.
6. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
7. Non-Assignment. This Agreement is non-assignable either in whole or in part.
8. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
9. Validity. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
10. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in San Joaquin County, California. In the event of litigation between the parties hereto to enforce any provisions of this Agreement, the unsuccessful party will pay the reasonable expenses of litigation of the successful party as may be determined by the San Joaquin County Superior Court.
11. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within with City of Lodi, or who conduct business that would place CONSULTANT in a “conflict of interest” as that term is defined in State law.
12. Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement between the parties.
13. Indemnity. CONSULTANT shall defend, indemnify and hold the CITY and its officers and employees harmless from any and all claims and liabilities related to or as a result of CONSULTANTS performance of this Agreement.
14. Worker’s Compensation Insurance. The CONSULTANT, at its own cost and expense, is to procure and maintain during the continuance of this Agreement, a policy of worker’s compensation or employer’s liability insurance for the protection of his employees engaged in the work required by this Agreement.

15. Title to Documents. Title to all plans, specifications, reports, manuscripts, descriptions and other final work products compiled by the CONSULTANT under this agreement shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City.

16. Notice. All notices required by the Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Lodi
P.O. Box 3006
Lodi, CA 95240-1910
ATTN: City Manager

CONSULTANT: Rad Bartlam
P.O. Box 327
Lodi, CA 95241

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

CITY OF LODI
A MUNICIPAL CORPORATION

CONSULTANT

BLAIR KING, CITY MANAGER

RAD BARTLAM

Dated: _____

Dated: _____

ATTEST:

RANDI JOHL, CITY CLERK

APPROVED AS TO FORM:

D. STEPHEN SCHWAUBAUER, CITY ATTORNEY

Exhibit "A"

Scope of Work and Budget

The Consultant shall serve as the General Plan Project Manager. The City of Lodi is engaged in the drafting of a comprehensive General Plan update. Towards this objective, the City entered into an agreement with Dyett & Bhatia on May 17, 2006 to prepare the General Plan. The Project Manager shall oversee the General Plan update, including the supervision of Dyett & Bhatia, who is responsible for preparation of the General Plan and the associated Environmental Impact Report, and coordinate with agencies reviewing the draft General Plan. The Project Manager will oversee the planning and the development of all project deliverables and is responsible to ensure the goal of a completed comprehensive General Plan meeting professional standards within the schedule and budget of Dyett & Bhatia's proposal. Tasks are anticipated to include, but not limited to the following:

1. Manage the General Plan consultant with the goal to adopt a high quality comprehensive General Plan, consistent with the performance described by the consultant in their proposal dated April 19, 2006, prior to November 30, 2008 for the agreed upon budget. (The General Plan Project Manager shall review the status of the progress of the General Plan Process and inform the City Manager of the likelihood of meeting the targeted General Plan date and budget).
2. Act as the City's representative for the project at City Council, Planning Commission, Town Hall and project meetings.
3. Provide quality control for all aspects of the preparation of the General Plan. Insure that reports, text, maps, graphics and contents are clear, accurate, complete, understandable, and consistent; that the document represents what it reports to represent.
4. Serve as the primary point-of-contact for City staff, the consultant team, and other agencies. The Consultant is responsible for the distribution, routing and delivery of General Plan communications and materials.
5. Work with the City's Communications Specialist to ensure that Public Outreach and Participation objectives are met.
6. Prepare miscellaneous correspondence, staff reports, analysis, presentations, notices, etc.
7. Other associated tasks as directed.

The Consultant will work under the direction of the City Manager. Staff support to the General Plan Project Manager will be provided by the City.

The Consultant shall bill at an hourly rate not to exceed \$150.00 per hour for actual time worked up to 8 hours per week, plus consumable supplies up to a not-to exceed amount of \$200 per month .

The term of the agreement shall commence upon the execution of the agreement and shall continue until November 30, 2008, unless subsequently amended by the parties.

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT WITH RAD BARTLAM TO PROVIDE GENERAL
PLAN PROJECT MANAGEMENT SERVICES

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a contract with Mr. Rad Bartlam to provide General Plan Project Management services for a period of two years at a total cost of \$75,600; and

BE IT FURTHER RESOLVED, that funds in the amount of \$51,000 be appropriated from the FY 07-08 General Facilities Impact Fees for this project.

Dated: September 19, 2007

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I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 19, 2007, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk