

AMENDMENT NO. 6

NJ ASSOCIATES, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES is made and effective this _____ day of _____, 2025 ("Amendment No. 6"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and NJ ASSOCIATES, INC., a California corporation, (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on December 23, 2021, Amendment No. 1 on November 11, 2022, Amendment No. 2 on May 22, 2023, Amendment No. 3 on July 6, 2023, Amendment No. 4 on January 16, 2025, and Amendment No. 5 on August 14, 2025 (collectively the "Agreement"), attached hereto as Exhibit 1 and made a part hereof; and
2. WHEREAS, CONTRACTOR and CITY now desire to expand the scope of services to include additional architectural services and construction administration and add fees in an amount not to exceed \$50,000, for a total Agreement amount not to exceed \$1,371,430 as outlined in Exhibit 2, attached hereto and made a part hereof; and
3. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 6 on the date and year first above written.

CITY OF LODI, a municipal corporation

NJ ASSOCIATES, INC., a California corporation


JAMES LINDSAY
Acting City Manager

By: JOHN A. VIERRA
Title: Owner / Architect

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

 _____
KATIE O. LUCCHESI
City Attorney

AMENDMENT NO. 5

NJ ASSOCIATES, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES is made and effective this 14 day of August, 2025 ("Amendment No. 5"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and NJ ASSOCIATES, INC., a California corporation, (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on December 23, 2021, Amendment No. 1 on November 11, 2022, Amendment No. 2 on May 22, 2023, Amendment No. 3 on July 6, 2023, and Amendment No. 4 on January 16, 2025 (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof; and
2. WHEREAS, CONTRACTOR and CITY now desire to expand the scope of services to include additional architectural services and construction administration as outlined in Attachment A in an amount not to exceed \$86,430, for a total Agreement amount not to exceed \$1,321,430; and
3. WHEREAS, CONTRACTOR agrees to said Amendment.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 5 on the date and year first above written.

CITY OF LODI, a municipal corporation

NJ ASSOCIATES, INC., a California corporation

James Lindsay

JAMES LINDSAY
Acting City Manager




By: JOHN A. VIERRA
Title: Owner / Architect

Attest:

Olivia Nashed

OLIVIA NASHED
City Clerk

Approved as to Form:



KATIE O. LUCCHESI
City Attorney

AMENDMENT NO. 4

NJ ASSOCIATES, INC.

THIS AMENDMENT No. 4 to the Agreement for Professional Services is made and effective this 16th day of January, 2024⁵ ("Amendment No. 4"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and NJ ASSOCIATES, INC., a California Corporation, (hereinafter called "CONTRACTOR").

WITNESSETH:

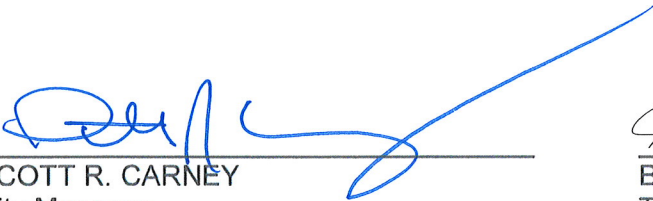
1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for architectural services on December 23, 2021, Amendment No. 1 on November 11, 2022, Amendment No. 2 on May 22, 2023, and Amendment No. 3 on July 6, 2023 (collectively the "Agreement"), attached hereto as Attachment A and made a part hereof as though fully set forth herein; and
2. WHEREAS, CONTRACTOR and CITY now desire to expand the Agreement scope of services to include additional architectural services and construction administration as outlined in Attachment B in an amount not to exceed \$160,000, for a total Agreement amount not to exceed \$1,235,000; and
3. WHEREAS, CONTRACTOR and CITY now desire to extend the term of the Agreement to June 30, 2026; and
4. WHEREAS, all other terms and conditions of the Agreement remain unchanged.


NOW, THEREFORE, the parties agree to amend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 4 on the date and year first above written.

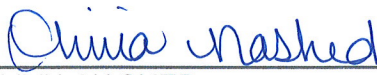
CITY OF LODI, a municipal corporation

NJ ASSOCIATES, INC., a California corporation



SCOTT R. CARNEY
City Manager


By: JOHN A. VIERRA
Title: Owner / Architect

Attest:


OLIVIA NASHED
City Clerk

Approved as to Form:


KATIE O. LUCCHESI
City Attorney JK for Katie Lucchesi

NJA Amend No.4_combined_initialed

Final Audit Report

2025-01-06

Created:	2025-01-06
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE_bDUtJZhnHW31g6vaVnaJC0Ary34jx-

"NJ A Amend No.4_combined_initialed" History

-  Document created by Lorie Waters (lwaters@lodi.gov)
2025-01-06 - 11:27:08 PM GMT
-  Document emailed to John Vierra (john@njaarchitecture.com) for signature
2025-01-06 - 11:27:34 PM GMT
-  Email viewed by John Vierra (john@njaarchitecture.com)
2025-01-06 - 11:36:31 PM GMT
-  Document e-signed by John Vierra (john@njaarchitecture.com)
Signature Date: 2025-01-06 - 11:37:03 PM GMT - Time Source: server
-  Agreement completed.
2025-01-06 - 11:37:03 PM GMT



Adobe Acrobat Sign

CONTRACT AMENDMENT No. 3

NJ Associates, Inc.

THIS CONTRACT AMENDMENT No. 3 is made and effective this 6th day of ~~June~~ ^{July}, 2023, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and NJ Associates, Inc., a California Corporation, hereinafter called "Contractor."


WITNESSETH:

1. CONTRACT: Contractor and City, entered into an Agreement for Professional Services on December 23, 2021, Amendment No. 1 on November 11, 2022, and Amendment No. 2 on May 22, 2023 (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to expand the scope of services to include an affordable housing project as outlined in Attachment A in an amount not to exceed \$95,000, for a total amount not to exceed of \$1,075,000 over the term of the Agreement.
2. TERMS AND CONDITIONS: All other terms and conditions of the Agreement except as set forth above, will remain unchanged.

Counterparts and Electronic Signatures. This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

CITY OF LODI, a municipal corporation

CONTRACTOR


 STEPHEN SCHWABAUER
 City Manager


 John Vierra (Jun 26, 2023 14:12 PDT)


 NJ ASSOCIATES, INC.,
 a California Corporation

Attest:

By: JOHN A. VIERRATitle: Owner/Architect

 OLIVIA NASHED
 City Clerk

Approved as to Form:


 JANICE D. MAGDICH
 City Attorney

NJA_Amendment No. 3_CA initialed

Final Audit Report

2023-06-26

Created:	2023-06-26
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACaZwwS7Ru_Umv363GWG8Tyh9IGazcsSE

"NJ_Amendment No. 3_CA initialed" History

-  Document created by Lorie Waters (lwaters@lodi.gov)
2023-06-26 - 9:05:38 PM GMT
-  Document emailed to John Vierra (john@njaarchitecture.com) for signature
2023-06-26 - 9:06:08 PM GMT
-  Email viewed by John Vierra (john@njaarchitecture.com)
2023-06-26 - 9:12:15 PM GMT
-  Document e-signed by John Vierra (john@njaarchitecture.com)
Signature Date: 2023-06-26 - 9:12:27 PM GMT - Time Source: server
-  Agreement completed.
2023-06-26 - 9:12:27 PM GMT



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22 SOUTH MAIN

SERVICES AGREEMENT



01 ARCHITECTURAL SERVICES

DATE	May 25th, 2023
CLIENT	City of Lodi 221 W Pine Street Lodi Ca 95240
PROJECT	Star Hotel
LOCATION	22 S Main Street Lodi Ca 95240
SERVICE PROVIDER	NJ Associates, Inc. DBA (NJA & NJA Architecture) Licensed Architect John Vierra (License No. C35199) Licensed Architect Nick Seward (License No. C38947)

1.1 PROJECT SCOPE

- Tenant Improvements
 - (N) 2 Story Elevator
 - (N) Storefront entry
 - (N) Entry lobby
 - Remodel of existing stair landing
 - (N) Common area with sink, appliance counter top, cabinets, and vending machine
 - (N) 4 Shower stalls meeting ADA requirements
 - Abandon (4) existing showers to create (4) single use restrooms only
 - Satisfying minimum percentage ADA requirements for sleeping units
 - (N) Mechanical distribution to newly program areas

1.2 TASK #1: SCHEMATIC DESIGN

- (2) Client meetings to review and discuss design
- Verify existing building conditions
- Floor plan & elevations
- Our proposal includes a maximum of two (2) revisions for this Task

1.3 TASK #2: DESIGN DEVELOPMENT

- (2) Client meetings to review and discuss design
- Develop floor plan in accordance with the necessary code requirements
- Develop exterior elevations

01 ARCHITECTURAL SERVICES

- Coordination with the following design consultants: structural, mechanical, plumbing and electrical
- Our proposal includes a maximum of two (1) revision for this Task

1.4 TASK #3: CONSTRUCTION DOCUMENTS

- (2) Client meetings to review the construction documents
- Cover sheet with project information, code analysis, vicinity map & general notes
- Architectural plans to include:
 - Site plan
 - Floor plans
 - Reflected ceiling plan
 - Roof plan (if needed)
 - West exterior elevation
 - Building and wall sections as required
 - Door, window and finish scheduled
 - Architectural details as required
 - Life safety plan
 - Accessibility requirements and details
 - Signage requirements and details
 - Calgreen required measures
 - Outline sheet specifications
- Structural plans, details and calculations as required
- Mechanical plans, details and calculations as required
- Plumbing plans, details and calculations as required
- Electrical plans, details and calculations as required
- Title 24 energy calculations
- Plan check revisions as required
- Budget estimate (1 time)

1.5 TASK #4: BIDDING & NEGOTIATION

- Bidding and negotiation will be provided and billed on a T&M basis
- Prepare bidding documents with client
- RFI responses
- Prepare and issue Addendum's to the Construction Documents as required

01 ARCHITECTURAL SERVICES

1.6 TASK #5: CONSTRUCTION ADMINISTRATION

- Construction administration will be provided and billed on a T&M basis
- Submittal reviews
- RFI responses
- Prepare and issue ASI's as required
- Site visits as required

1.7 ARCHITECTURAL SERVICES NOT PROVIDED

- Changes in the project's program defined in 1.1 Project Scope
- Fire sprinkler plan / fire alarm (to be provided by design-build subcontractor during construction)
- Geotechnical or any Survey (if required)
- Civil Engineering
- Landscape Architecture
- Hazardous material reports and abatement if necessary
- Joint trench design
- Solar design and engineering
- EV charging stations and engineering
- Signage design and signage permit
- Furniture and equipment design and engineering
- Public water service design & engineering
- Any governmental fees required by this work
- Full cost breakdown of construction
- NJA 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.

02 FEE SCHEDULE

2.1 COST BREAKDOWN

CONTRACT SERVICES PROVIDED	
TASK #1: SCHEMATIC DESIGN	
- ARCHITECTURAL	\$8,000
- STRUCTURAL	\$1,500
- MECHANICAL & PLUMBING	\$2,800
- ELECTRICAL	<u>\$1,600</u>
	\$13,900
TASK #2: DESIGN DEVELOPMENT	
- ARCHITECTURAL	\$12,000
- STRUCTURAL	\$2,250
- MECHANICAL & PLUMBING	\$4,200
- ELECTRICAL	<u>\$2,400</u>
	\$20,850
TASK #3: CONSTRUCTION DOCUMENTS	
- ARCHITECTURAL	\$18,000
- STRUCTURAL	\$4,375
- MECHANICAL & PLUMBING	\$6,300
- ELECTRICAL	<u>\$3,600</u>
	\$32,275
TOTAL FOR ABOVE SERVICES	\$67,025
TASK #4: BIDDING & NEGOTIATION (BILLED HOURLY)	\$10,000 (ALLOWANCE)
TASK #5: CONSTRUCTION ADMINISTRATION (BILLED HOURLY)	\$15,000 (ALLOWANCE)

02 FEE SCHEDULE

2.2 PAYMENT SCHEDULE

Balance will be invoiced monthly on progress to date

Final drawings will be issued to Client upon receipt of payment of remaining balance

2.3 ADDITIONAL SERVICES

At the request of Client, NJA shall provide additional services not included in the Architectural Services specified above. Additional services shall be provided on an hourly basis in accordance with the following hourly rate, and shall be billed on a monthly basis:

Principal/Owner	\$210/hour
Senior Project Designer/Manager	\$195/hour
Project Architect/Manager	\$175/hour
Project Designer	\$155/hour
Architectural Staff Level 2	\$110/hour
Architectural Staff Level 1	\$90/hour
Admin Staff	\$75/hour

Note: Amendments to Article 2.2 Payment Schedule will be updated at the time of approved additional services if any.

02 FEE SCHEDULE

2.4 REIMBURSABLE EXPENSES

NJA shall be compensated for reimbursable expenses such as reproductions and postage.

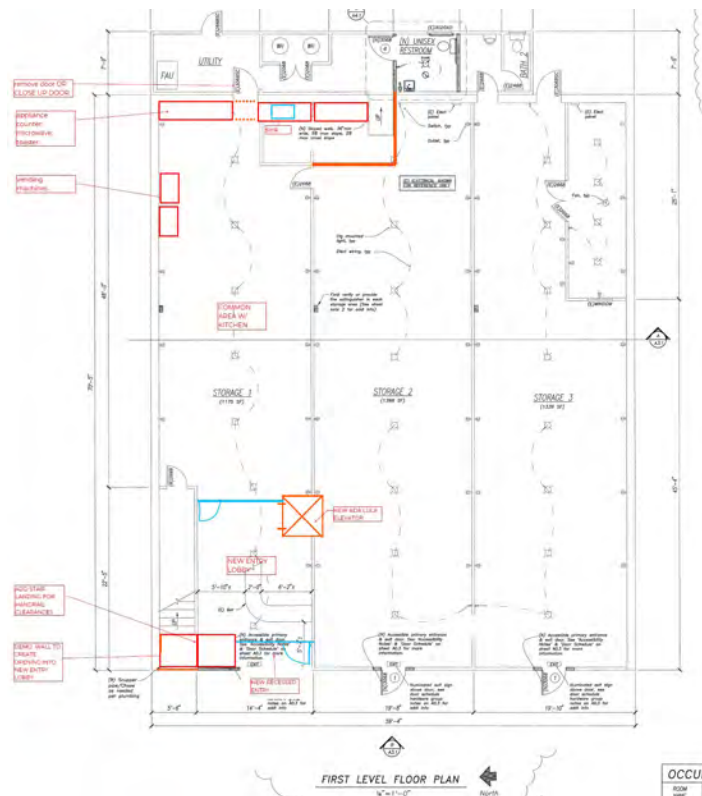
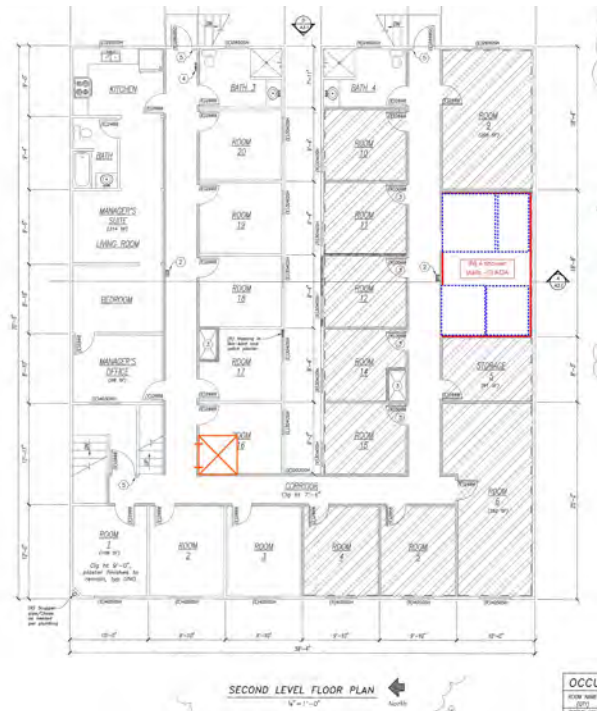
24 x 36 Black & White	\$5.00 ea.
8.5 x 11 Color	\$0.50 ea.
8.5 x 11 Black & White	\$0.25 ea.
12 x 18 Color	\$2.00 ea.
12 x 18 Black & White	\$1.00 ea.
11 x 17 Color	\$1.00 ea.
11 x 17 Black & White	\$0.75 ea.

Client Meetings: A total of **(6)** client meeting(s) (and/or site visits) are included in the flat fee. Any meeting or site visit exceeding the amount specified will be billed a minimum of 1 hour at an hourly rate per Article 2.3 Additional Services.

Any invoice amounts disputed in good faith by Client and the reasons therefore will be reported to NJA within five (5) calendar days after receipt of the applicable invoice, and Client and NJA agree to work diligently to resolve the dispute within ten (10) calendar days of NJA's receipt of the notice of dispute from Client.

Payments are due and payable within (30) calendar days of Client's receipt of NJA's invoice. Undisputed amounts unpaid (30) calendar days after the invoice date shall bear interest from the date payments are due at a rate of 10% per annum (.833% per month), or the maximum amount allowed by applicable law.

EXHIBIT 'A'





NJA
ARCHITECTURE

REGARDING Additional Service #1

DATE February 28, 2023

CLIENT City of Lodi
221 W Pine Street
Lodi CA 95240

PROJECT Lodi Access Center Construction Documents

SERVICE NJ Associates, Inc. DBA (NJ Architecture & NJA)

PROVIDER Licensed Architect John Vierra (License No. C35199)
Licensed Architect Nick Seward (License No. C38947)

Amendment to original Service Agreement, made and entered into on September 19th, 2022 by and between the client listed above and NJA Architecture.

NJA shall provide additional services based on the project scope listed below.

1.1 PROJECT SCOPE

Expanded phases

1. **Phase 1.3 & 1.4: Inner Courtyard & South Lawn Area**
 - Private Residence outdoor seating, herb garden, and bicycle parking (shown as 1, in exhibit C)
 - Outdoor dog enclosure (shown as 2, in exhibit C)
 - Outdoor green space (shown as 3, in exhibit C)
 - Stormwater quality requirements
 - Site lighting & power requirements
2. **Phase 2: 3,000 SF Education Center (warm shell)**
 - Prefab metal building
 - (4) education classrooms
 - (2) single use restrooms
 - New electrical service
 - Mechanical units

Additional Services

4. **Convert Warming Kitchen to Commercial Kitchen**
 - Full service kitchen with walk-in cold and freezer storage, pantry storage, full cook line, prep area, and dish washing area
 - New grease interceptor

5. Outside security consultant for entire 22,500 Access Center & site exterior
 - The security design scope will focus on controlling access to the building entries and video monitoring of the facility. The systems will include video surveillance, video intercom, access control, and intrusion monitoring.
 - Access control system
 - IP-based video surveillance system (closed-circuit television)
 - Intrusion detection system
 - Entry video intercom system
 - Emergency exit door monitoring
6. Off-site improvement drawings
 - Civil frontage improvement drawings - showing new sidewalk improvements. Objective is to keep the existing curb/gutter, but may need replacement if required by public works. Scope includes full sidewalk replacement. Prior scope was patch & replace at driveway locations.

2.1 COST BREAKDOWN

CONTRACT SERVICES PROVIDED	CD AGREEMENT	ADD SERVICE #1
CIVIL ENGINEERING	\$37,600	\$22,100
LANDSCAPE	\$12,600	\$36,835
ARCHITECTURE		
DESIGN DEVELOPMENT FEE	\$80,000	\$20,000
CONSTRUCTION DOCUMENTS FEE	\$110,000	\$30,000
BID DOCS & BID NEGOTIATION	\$26,000	\$5,000
STRUCTURAL ENGINEERING	\$38,000	\$20,000
MECHANICAL/PLUMBING ENGINEERING	\$58,000	\$12,500
ELECTRICAL ENGINEERING	\$26,500	\$18,500
FF&E DRAWINGS/SPEC/KITCHEN CONSULTANT	\$14,000	\$4,000
INTERIORS	\$15,250	NO CHANGE
COST ESTIMATING CONSULTANT	\$17,000	\$7,500
REIMBURSEMENT EXPENSES	\$3,000	\$250
SECURITY	N/A	\$33,500
CONSTRUCTION ADMINISTRATION T&M	\$189,500	\$15,000
TOTAL FOR ABOVE SERVICES	\$627,450	\$225,185
	Less savings from previous amendment	<\$185.00>
	Total for Amendment #2	\$225,000.00

Total Not to Exceed for the term of the contract as amended \$980,000.00

EXHIBIT C

UPPER & RIGHT OF WAY

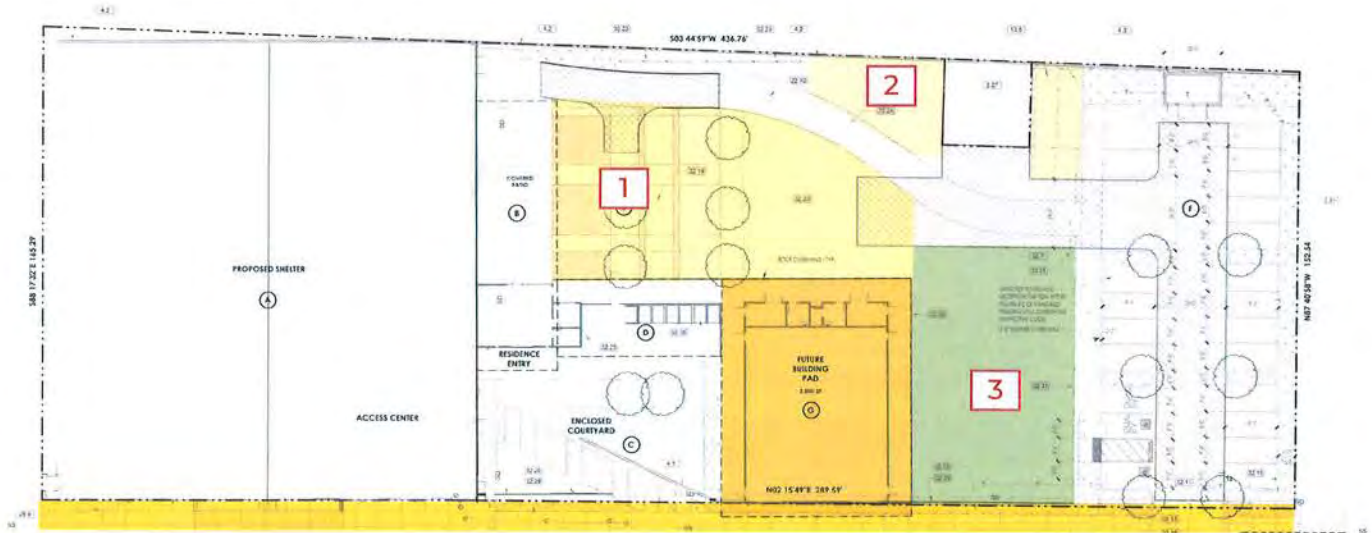


EXHIBIT A

CONTRACT AMENDMENT No. 1

NJ Associates, Inc.

THIS CONTRACT AMENDMENT No. 1 is made and effective this 1st day of November, 2022, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and NJ Associates, Inc., a California Corporation, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into a Construction Services Agreement for Professional Services on December 23, 2021 (Collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to expand the scope of services to include additional work as outlined in Attachment A in an amount not to exceed \$630,000, for a total amount not to exceed of \$755,000 over the term of the Agreement.
2. EXTENSION TERM: Contractor and City now desire to enact the Option to Extend Term of Agreement and extend the Term limit to December 31, 2023.
3. TERMS AND CONDITIONS: All other terms and conditions of the Agreement except as set forth above, will remain unchanged.

Counterparts and Electronic Signatures. This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

CITY OF LODI, a municipal corporation


STEPHEN SCHWABAUER
City Manager

CONTRACTOR



John Vierra (Oct 31, 2022 15:57 PDT)

NJ ASSOCIATES, INC.,
a California Corporation

By: JOHN A. VIERRA

Title: Owner/Architect

Attest:


OLIVIA NASHED
City Clerk

Approved as to Form:


JANICE D. MAGDICH
City Attorney



ACCESS CENTER CD

SERVICES AGREEMENT



01 ARCHITECTURAL SERVICES

DATE	September 19th, 2022
CLIENT	John Della Monica City of Lodi 221 W Pine Street Lodi CA 95240
PROJECT	Lodi Access Center
LOCATION	710 N Sacramento Street Lodi CA 95240
SERVICE	NJ Associates, Inc. DBA (NJA & NJA Architecture)
PROVIDER	Licensed Architect John Vierra (License No. C35199) Licensed Architect Nick Seward (License No. C38947)

1.1 PROJECT SCOPE

- Proposed Shelter & Access Center - Approximately 20,926 SF (Existing Building)
 - Congregate Housing- with support restrooms and medical sleeping area
 - Dining & Common Room
 - Tote Storage & Service Area (including Laundry)
 - Warming Kitchen
 - Resource Center
 - Admin & Access Center
 - Public Lobby
- Security Check-In & (2) Restrooms
- Covered locker & charging area
- Covered Outdoor Dining Area
- Secured Courtyard - 5,000 SF
- Secured On-site Parking
- Future Training Facility Pad (future phase, not part of this scope)

1.2 DESIGN DEVELOPMENT

- Client meeting(s) to review and discuss design
- Refine site plan showing public path of travel and total parking requirements
- Develop floor plan in accordance with the necessary code requirements
- Develop exterior elevations

01 ARCHITECTURAL SERVICES

- Coordination with the following design consultants - civil, landscape, structural, mechanical, plumbing and electrical
- (2) revisions are factored into this phase
- Cost Estimate breakdown

1.3 CONSTRUCTION DOCUMENTS

- Client Meeting(s) to review Construction Documents
- Cover sheet with project information, building code analysis, vicinity Map & general notes
- **Civil Engineering**
 - On-Site
 - Phase I
 1. Construction Notes & Details referring to City of Lodi standards
 2. Topographic Survey & Demolition Plan
 3. Striping, Signage, & Horizontal Control Plan
 4. Grading (complete site), drainage, pavement and concrete curb design
 5. Sanitary Sewer Conveyance
 6. Domestic Water / Fire Water
 7. Stormwater Conveyance
 8. Erosion Control Plan
 - Prepare specifications, details, and cost estimates for all of the above.
 - Identify stormwater quality BMP's and coordinate details with project team
 - Meet with design team as needed in Lodi or via Internet/conference calls
 - Process plans through City of Lodi for approval
 - One site visit to meet with city staff to discuss any outstanding issues, concerns, etc. for plan approval
 - Storm Water Pollution Prevention Plan (SWPPP)
 - Prepare SWPPP to meet NPDES General Permit No. 2009-0009-DWQ.
 - Prepare Permit Registration Documents (PRD's)
 - Assist LRP in uploading PRD's to SMARTS website
 - Assist LRP in electronic submittal of Annual Report
 - Assist LRP in preparing Notice of Termination (NOT)
 - Post-Construction Storm Water Plan
 - Prepare Post-Construction SWP to City Standards
 - Process through city for approval
 - Project Approval Coordination
 - Address plan check comments beyond 3rd Submittal
 - Prepare Estimate for Bonding Purposes
 - Facilitate plan submittals for permitting purposes

01 ARCHITECTURAL SERVICES

- **Landscape Plans**
- **Architectural Plans**
 - Site plan showing public path of travel and parking requirements
 - Floor plan and general notes
 - Reflected ceiling plan
 - Roof plan and general notes
 - Exterior elevations with material keynotes
 - Building sections and wall sections as required
 - Enlarged restroom plans and interior elevations as required
 - Door and window/storefront schedules
 - Architectural design details as required
 - Interior finish schedules as required
 - Finish floor & ceiling plans
 - Finish schedules and materials
 - Life safety plan with occupancy load analysis and plumbing fixture count
 - Accessibility standards & details
- **Mechanical Engineering**
- **Plumbing Engineering**
- **Electrical Engineering**
- **Title 24 energy calculations**
- **Structural Engineering**
 - Plan check revisions as necessary to secure permit approval
- **Cost Estimate Breakdown**

1.4 BID DOCUMENTS

- Bidding Requirements
- Contract Forms
- Conditions of Contract
- Specifications
- Drawings
- Addendum
- Contract Modifications
- Cost Estimate Report

1.5 CONSTRUCTION ADMINISTRATION

- RFI's
- Submittal review

- Review shop drawings
- Site visits

1.5 ARCHITECTURAL SERVICES NOT PROVIDED

- Changes in the project's program defined in 1.1 Project Scope
- Fire sprinkler plan / fire alarm (to be provided by design-build subcontractor during construction)
- Building Commissioning
- Geotechnical or any Survey (if required)
- Hazardous material reports and abatement if necessary
- Joint trench design
- Solar design and engineering
- Any governmental fees required by this work
- NJA 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.

02 FEE SCHEDULE

2.1 COST BREAKDOWN

CONTRACT SERVICES PROVIDED	
CIVIL ENGINEERING	\$37,600
LANDSCAPE	\$12,600
ARCHITECTURE	
DESIGN DEVELOPMENT FEE	\$80,000
CONSTRUCTION DOCUMENTS FEE	\$110,000
BID DOCS & BID NEGOTIATION	\$26,000
STRUCTURAL ENGINEERING	\$38,000
MECHANICAL/PLUMBING ENGINEERING	\$58,000
ELECTRICAL ENGINEERING	\$26,500
FF&E DRAWINGS/SPEC/KITCHEN CONSULTANT	\$14,000
INTERIORS	\$15,250
COST ESTIMATING CONSULTANT	\$17,000
REIMBURSEMENT EXPENSES	\$3,000
TOTAL FOR ABOVE SERVICES	\$437,950
CONSTRUCTION ADMINISTRATION T&M	\$189,500 (ALLOWANCE)

In An Amount Not to Exceed \$630,000

02 FEE SCHEDULE

2.2 ADDITIONAL SERVICES

At the request of Client, NJA shall provide additional services not included in the Architectural Services specified above. Additional services shall be provided on an hourly basis in accordance with the following hourly rate, and shall be billed on a monthly basis:

Architectural

Principal	\$195/hour
Project Architect/Manager	\$175/hour
Project Designer	\$150/hour
Draftsperson	\$125/hour
Admin Staff	\$80/hour

Landscape

Principal Landscape Architect	\$160/hour
Project Manager Landscape Architect	\$ 120/hour
Project Manager	\$95/hour
Senior Drafter	\$75/hour
Junior Drafter	\$65/hour
Intern	\$45/hour
Clerical	\$65/hour

Electrical

Principal	\$200/hour
Senior Engineer	\$185/hour
Senior Project Manager	\$170/hour
Project Engineer	\$150/hour

Structural

Senior Structural	\$225/hour
Project Manager	\$185/hour

Mechanical/Plumbing

Principal	\$230/hour
Senior Engineer	\$200/hour
Senior Project Manager	\$170/hour
Project Engineer	\$150/hour
Designer	\$125/hour

Civil Engineering

Engineering:

PRINCIPAL	\$ 225.00
CIVIL ENGINEER	\$ 180.00
PROJECT MANAGER	\$ 165.00
DESIGNER	\$ 140.00
CAD TECHNICIAN	\$ 115.00
COURT TESTIMONY	\$ 300.00

Administration:

CLERICAL	\$ 60.00
ADMINISTRATIVE ASSISTANT	\$ 75.00
Construction Management:	
CONSTRUCTION MANAGER	\$ 165.00
CONSTRUCTION INSPECTOR	\$ 130.00
QUALIFIED SWPPP DEVELOPER (QSD)	\$150.00
QUALIFIED SWPPP PRACTITIONER (QSP)	\$110.00

Surveying:

OFFICE SURVEYOR	\$ 180.00
ASSISTANT OFFICE SURVEYOR	\$ 130.00
ONE-PERSON SURVEY CREW	\$ 200.00
TWO-PERSON SURVEY CREW	\$ 300.00
THREE-PERSON SURVEY CREW	\$ 380.00
COURT TESTIMONY	\$ 300.00

Reimbursable Expenses: Reimbursable expenses

Note - Amendments to Article 2.3 Payment Schedule will be updated at the time of approved additional services if any.

02 FEE SCHEDULE

2.3 PAYMENT SCHEDULE

\$20,000 initial deposit must be received by NJA prior to starting Architectural Services

Remaining balance will be invoiced monthly on progress to date

Final drawings will be issued to Client upon receipt of payment of remaining balance

2.4 REIMBURSABLE EXPENSES

Printing will be treated as a reimbursable expense on a per sheet basis noted below. Allowance for this project is not to exceed \$3,000 in printing cost.

24 x 36 Black & White	\$4.00 ea.
8.5 x 11 Color	\$0.50 ea.
8.5 x 11 Black & White	\$0.25 ea.
12 x 18 Color	\$1.50 ea.
12 x 18 Black & White	\$1.00 ea.
11 x 17 Color	\$1.00 ea.
11 x 17 Black & White	\$0.75 ea.

Client Meetings - A total of **(10)** client meeting(s) (and/or site visits) are included in the flat fee.

Any meeting or site visit exceeding the amount specified will be billed a minimum of 1 hour at the hourly rate as specified in Article 2.2.

Any invoice amounts disputed in good faith by Client and the reasons therefore will be reported to NJA within five (5) calendar days after receipt of the applicable invoice, and Client and NJA agree to work diligently to resolve the dispute within ten (10) calendar days of NJA's receipt of the notice of dispute from Client.

Payments are due and payable within (30) calendar days of Client's receipt of NJA's invoice.

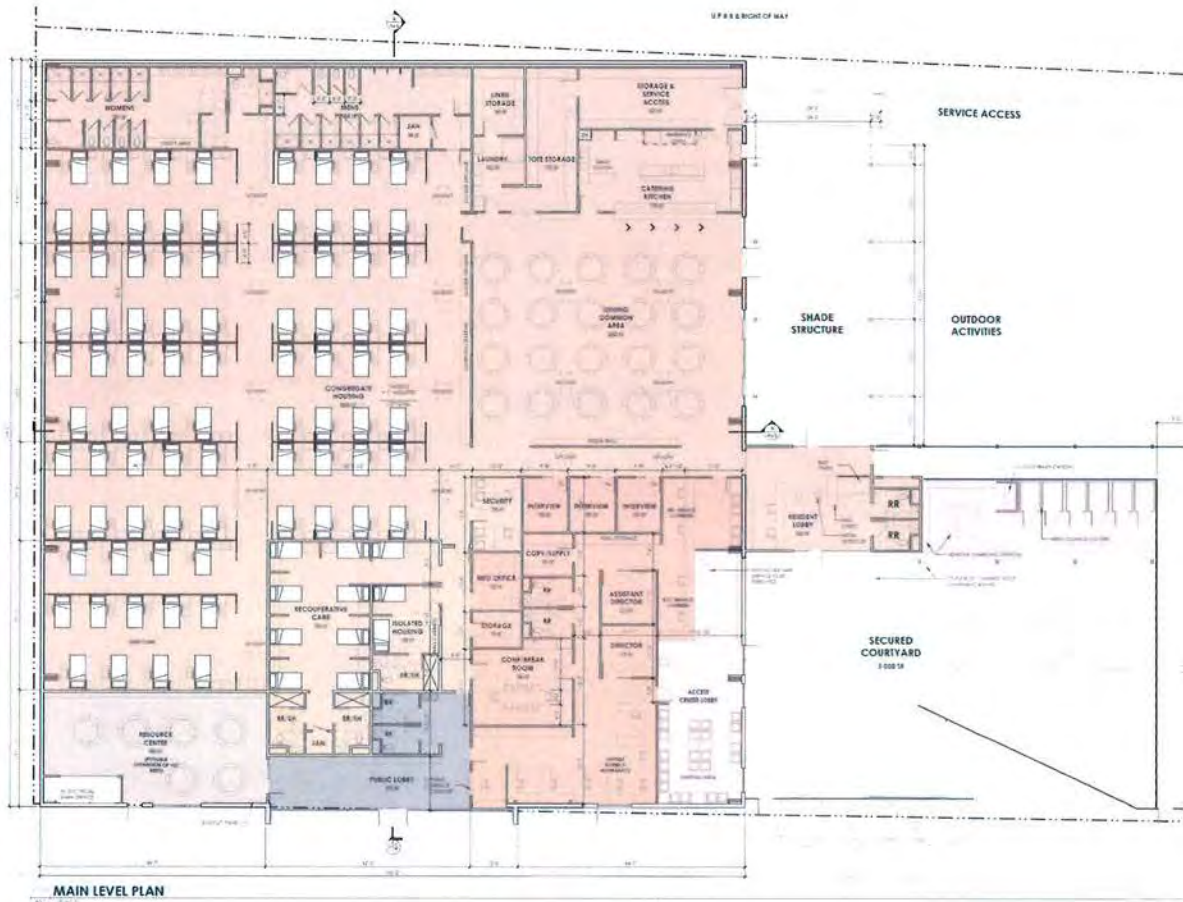
Undisputed amounts unpaid (30) calendar days after the invoice date shall bear interest from the date payments are due at a rate of 10% per annum (.833% per month), or the maximum amount allowed by applicable law.

EXHIBIT A

UPPER & RIGHT OF WAY



EXHIBIT B



AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on December 23 2021, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NJ ASSOCIATES, INC, a California Corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Architectural Services for Access Center and Affordable Housing Projects (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall

remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on July 1, 2021 and terminates upon the completion of the Scope of Services or on December 31, 2022, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

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

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed two and one-half (2.5) years.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: John R. Della Monica, Jr.

To CONTRACTOR: NJ Associates, Inc.
 212 W Pine St, Suite 1
 Lodi, CA 95240
 Attn: John Vierra

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to

require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:


JENNIFER CUSMIR
City Clerk


STEPHEN SCHWABAUER
City Manager

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

NJ ASSOCIATES, INC., a California Corporation

By: 

By: 
Name: JOHN A. VIERRA
Title: Architect

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

Funding Source: Various grant funding
(Business Unit & Account No.)



NJA
ARCHITECTURE

SERVICES AGREEMENT

OCTOBER 15th, 2021

LODI ACCESS CENTER

MULTI SITE STUDY

COMPANY

PREPARED BY
JOHN A VIERRA
ARCHITECT (C35199)

NICHOLAS M SEWARD
ARCHITECT (C38947)

NJA ARCHITECTURE
212 W PINE ST, SUITE 1
LODI, CA 95240

CLIENT

PREPARED FOR
JOHN DELLA MONICA
COMMUNITY DIRECTOR

CITY OF LODI
221 W PINE STREET
LODI CA 95240

ARTICLE 1

ARCHITECTURAL SERVICES

NJA shall provide ARCHITECTURAL SERVICES for the LODI ACCESS CENTER project located at VARIES SITE LOCATIONS covering the following project requirements described in Article 1.1 Project Scope.

1.1 PROJECT SCOPE

- WASHINGTON STREET SITE MASTER PLAN
 - Graphic Site Plan
 - 3d Street Scape Design
 - 3d Massing Studies
- KETTLEMAN/THURMAN/CENTURY SITE MASTER PLAN
 - Graphic Site Plan
- SACRAMENTO STREET
 - Graphic Site Plan
 - 3d Street Scape Design
 - 3d Massing Studies

1.2 PRELIMINARY DESIGN DELIVERABLES

- Provide conceptual site design studies for review by Owner
- Provide conceptual exterior building elevation design studies for review by owner
- Develop conceptual site plan showing path of travel and parking requirements
- Provide conceptual renderings showing materials and finishes
- Our proposal includes a maximum of two (2) revisions to initial concepts
- Client meeting(s) to review and discuss design

1.3 ARCHITECTURAL SERVICES SHALL NOT INCLUDE

- Changes in the project's program defined in 1.1 Project Scope
- Fire sprinkler plan, fire alarms and fire suppression system
- Boundary Survey and Topo
- Civil Engineering
- Geotechnical engineering and reports
- Existing Environmental Analysis - Phase 1 & 2 reports
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineer
- Program Requirements
- Schematic Design of buildings

ARTICLE 1

ARCHITECTURAL SERVICES

- Construction Documents
- Equipment design and layout
- Building commissioning
- Hazardous material reports and abatement if necessary
- Preparing estimates of construction
- NJA 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

ARTICLE 2 FEE BREAKDOWN

2.1 COST BREAKDOWN OF ARCHITECTURAL SERVICES

ARCHITECTURAL	
- INVOICE 20023-1	\$7,500
- INVOICE 20023-2	\$5,687.50
- INVOICE 21006-1	\$5,800

TOTAL FOR ARCHITECTURAL SERVICES	\$18,987.50
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2.2 PAYMENT SCHEDULE

Remaining balance will be invoiced monthly on progress to date

Final drawings will be issued to Client upon receipt of payment of remaining balance

2.3 ADDITIONAL SERVICES

At the request of Client, NJA shall provide additional services not included in the Architectural Services specified above. Additional services shall be provided on an hourly basis in accordance with the following hourly rate, and shall be billed on a monthly basis:

Principal Architect	\$175/hour
Project Architect/Manager	\$165/hour
Project Designer	\$155/hour
Draftsperson	\$135/hour
Admin Staff	\$80/hour

Note: Amendments to Article 2.2 Payment Schedule will be updated at the time of approved additional services if any.

ARTICLE 2 FEE BREAKDOWN

2.4 REIMBURSABLE EXPENSES

NJA shall be compensated for reimbursable expenses such as reproductions and postage.

24 x 36 Black & White	\$4.00 ea.
8.5 x 11 Color	\$0.50 ea.
8.5 x 11 Black & White	\$0.25 ea.
12 x 18 Color	\$1.50 ea.
12 x 18 Black & White	\$1.00 ea.
11 x 17 Color	\$1.00 ea.
11 x 17 Black & White	\$0.75 ea.

Client Meetings: A total of (10) client meeting(s) (and/or site visits) are included in the flat fee. Any meeting or site visit exceeding the amount specified will be billed a minimum of 1 hour at an hourly rate of \$175 for each Architect and Design Principal present.

Any invoice amounts disputed in good faith by Client and the reasons therefore will be reported to NJA within five (5) calendar days after receipt of the applicable invoice, and Client and NJA agree to work diligently to resolve the dispute within ten (10) calendar days of NJA's receipt of the notice of dispute from Client.

Payments are due and payable within (30) calendar days of Client's receipt of NJA's invoice. Undisputed amounts unpaid (30) calendar days after the invoice date shall bear interest from the date payments are due at a rate of 10% per annum (.833% per month), or the maximum amount allowed by applicable law.

Not to exceed \$125,000.00



EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Design Professionals- Architects/Engineers

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than **\$2,000,000** per occurrence or claim.

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad as** ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractors commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. **Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.**
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.
- (k) Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors
- (l) Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- (m) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

101922_NJA_PSA Amendment No. 1_combined_CA initialed

Final Audit Report

2022-10-31

Created:	2022-10-27
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO2hNyECB8HCQJvIUZrNFivoxDgtFicpU

"101922_NJA_PSA Amendment No. 1_combined_CA initialed" History



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NJA Amendment No. 2 REVISED_CA initialed

Final Audit Report

2023-05-18

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2023-05-18 - 11:39:17 PM GMT



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NJA
ARCHITECTURE

REGARDING Construction Administration/Misc Add Services

DATE December 3, 2024

CLIENT City of Lodi
221 W Pine Street
Lodi CA 95240

PROJECT Lodi Access Center Construction Documents

SERVICE NJ Associates, Inc. DBA (NJA Architecture & NJA)
PROVIDER Licensed Architect John Vierra (License No. C35199)
Licensed Architect Nick Seward (License No. C38947)

Amendment to original Service Agreement, made and entered into on September 19th, 2022 by and between the client listed above and NJA Architecture.

NJA shall provide additional services based on the project scope listed below.

1.1 PROJECT SCOPE

- Provide Construction Administration Services and misc. add services for the Lodi Access Center for the duration of the project's construction.

2.1 COST BREAKDOWN

CONTRACT SERVICES PROVIDED	CD AGREEMENT	ADD SERVICE #1	VALUE ENG #1	VALUE ENG #2	CONSTRUCTION ADMIN
CIVIL ENGINEERING	\$37,600	\$22,100	\$15,200	\$30,300	
LANDSCAPE	\$12,600	\$36,835	\$0	\$21,719	
ARCHITECTURE					
DESIGN DEVELOPMENT FEE	\$80,000	\$20,000	\$4,000	\$10,500	
CONSTRUCTION DOCUMENTS FEE	\$110,000	\$30,000	\$4,500	\$28,500	
BID DOCS & BID NEGOTIATION	\$26,000	\$5,000	-	-	
STRUCTURAL ENGINEERING	\$38,000	\$20,000	\$10,500	\$12,000	
MECHANICAL/PLUMBING ENGINEERING	\$58,000	\$12,500	\$4,600	\$17,500	
ELECTRICAL ENGINEERING	\$26,500	\$18,500	\$5,200	\$8,200	
FF&E DRAWINGS/SPEC/KITCHEN CONSULTANT	\$14,000	\$4,000	-	-	
INTERIORS	\$15,250	NO CHANGE	-	\$6,500	
COST ESTIMATING CONSULTANT	\$17,000	\$7,500	-	\$8,500	
REIMBURSEMENT EXPENSES	\$3,000	\$250	-	-	
SECURITY	N/A	\$33,500	-	\$10,000	
CONSTRUCTION ADMINISTRATION T&M	\$189,500	\$15,000	-	(-75,000)	\$80,000
ADD SERVICE: SCHEMATIC DESIGN					\$48,500
ADD SERVICE: STRUCTURAL / LANDSCAPE/ ARCHITECTURAL SUPPORT					\$15,800
ADD SERVICE: TEMP FACILITY/MISC.					\$15,700
TOTAL FOR ABOVE SERVICES	\$627,450	\$225,185	\$44,000	\$78,719	\$160,000
	COMPLETE	COMPLETE	COMPLETE	COMPLETE	PROPOSED



SERVICE AGREEMENT

22 MAIN & LODI ACCESS CENTER AMENDMENT

PREPARED FOR

John DellaMonica
221 W. Pine Street
Lodi, CA 95240

PREPARED BY

NJ Associates, Inc. DBA NJA & NJA Architecture
Licensed Architect, Owner, John Vierra (License No. C35199)
Licensed Architect, Owner, Nick Seward (License No. C38947)

DATE

05.28.25

ADDITIONAL SCOPE

PROJECT LOCATION 710 N. Sacramento Street / 22 Main Street
Lodi, CA 95240

Amend to original Service Agreement, made and entered on
09/19/2022, by and between the client listed above and NJA
Architecture

NJA shall provide additional services based on the project scope listed
below:

- › All About Building's Change Order to 22 Main Street

22 Main Street

- › Engineering for new sidewalk improvements
- › Landscape Design & Engineering
- › Path of travel improvements

Lodi Access Center

- › Construction Administration

01 FEE BREAKDOWN

ADDITIONAL SERVICES BREAKDOWN	FEE
ARCHITECTURAL ACCESS CENTER	\$35,000
ARCHITECTURAL 22 MAIN	\$10,000
CIVIL	\$11,000
LANDSCAPE	\$20,000
ALL ABOUT BUILDINGS	\$10,430
TOTAL FOR ADDITIONAL SERVICES	\$86,430

03 LEGAL AGREEMENT SIGNATURES

The terms and conditions of this Contract are valid 60 days starting the date the contract was issued. After 60 days, NJA reserves the right to review the fee schedule and terms and conditions of this agreement.

CLIENT SIGNATURE

NJA ARCHITECTURE SIGNATURE

CLIENT NAME

NJA ARCHITECTURE NAME

DATE

Signature: James Lindsay
James Lindsay (Aug 14, 2025 14:23:54 PDT)
Email: jlindsay@lodi.gov

Signature: Olivia Nashed
Olivia Nashed (Aug 14, 2025 15:53:53 PDT)
Email: onashed@lodi.gov









NJ Assoc. - Amendment No. 5- Architectural Services

Final Audit Report

2025-08-14

Created:	2025-08-14
By:	Linda Tremble (ltremble@lodi.gov)
Status:	Signed
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"NJ Assoc. - Amendment No. 5- Architectural Services" History

-  Document created by Linda Tremble (ltremble@lodi.gov)
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-  Agreement completed.
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NJA
ARCHITECTURE

REGARDING Additional Service

DATE August 6th, 2025

CLIENT City of Lodi
 221 W Pine Street
 Lodi CA 95240

PROJECT Lodi Access Center - Medical Clinic Coordination

SERVICE NJ Associates, Inc. DBA (**NJA Architecture & NJA**)
PROVIDER Licensed Architect John Vierra (License No. C35199)
 Licensed Architect Nick Seward (License No. C38947)

Amendment to original Service Agreement, made and entered into on September 19th, 2022 by and between the client listed above and NJA Architecture.

NJA shall provide additional services based on the project scope listed below.

1.1 PROJECT SCOPE

Expanded phases

1. **Medical & Behavior Health Phase**

- Coordinate underground plumbing with plumbing engineer
- Dimension floor plan
- Coordinate ADA clearances at plumbing fixtures

2.1 COST BREAKDOWN

CONTRACT SERVICES PROVIDED		
ARCHITECTURE		\$12,500
MECHANICAL/PLUMBING ENGINEERING		\$4,500
CONSTRUCTION ADMINISTRATION T&M		\$33,000 (NOT TO EXCEED)
TOTAL FOR ABOVE SERVICES		\$50,000

EXHIBIT A



FLOOR PLAN