



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

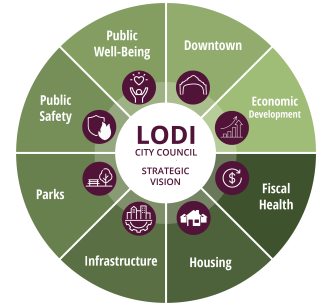
AGENDA - Regular Meeting

Date: December 3, 2025

Time: Closed Session: 6:15 p.m.

Regular Session: 7:00 p.m.

Mayor Alan Nakanishi
Mayor Pro Tempore Ramon Yepez
Councilmember Cameron Bregman
Councilmember Lisa Craig-Hensley
Councilmember Mikey Hothi



Notice Regarding Public Comments

Public Comment may be submitted in the following ways:

- In-person
- Email – councilcomments@lodi.gov
 - > Received no later than two hours prior to the meeting
- Mail – City Clerk's Office, P.O. Box 3006, Lodi, CA 95241
- Hand delivered to: City Clerk's Office, 221 W. Pine Street, Lodi, CA 95240
 - > Received no later than two hours prior to the meeting

Public comment received via email, mail, or hand delivery will be provided to the City Council and included in the official minutes record of the meeting, but will not be read aloud at the meeting.

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- CONFERENCE ON LABOR NEGOTIATIONS – Regarding International Brotherhood of Electrical Workers, Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Lodi Professional Firefighters, Lodi Fire Mid-Management, Confidential General Services, Confidential Mid-Managers, Executive Managers, and Appointed Employees, Pursuant to Government Code § 54957.6 (HR)
- CONFERENCE WITH LEGAL COUNSEL - THREATENED LITIGATION pursuant to Gov. Code § 54956.9(d)(2). One case: Government Claim # 25-45 Submitted by Claimant Scott Carney.
- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION, significant Exposure to Litigation pursuant to Gov. Code § 54956.9(d)(2). Two cases.

C-3 Adjourn to Closed Session

6:55 p.m. Invocation/Call to Civic Responsibility.

Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action**A. Call to Order / Roll Call****B. Presentations****B.1 Presentation of Mayor's Community Service Awards (CLK)****C. Consent Calendar (Reading; Comments by the Public; Council Action)**

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, refer to the Notice at the beginning of this agenda.

C.1 Approve Minutes**a) June 4, 2025 (Regular Meeting)**

Attachments: [Attachment 1 - June 4, 2025 Regular Meeting Minutes](#)

- Res. **C.2** Consider Adopting a Resolution Approving the Allocation of Public Benefit Funds of \$5,000 from District 5 Non-Profit Funds to Wrestling Booster Club of Tokay High (Total \$5,000) (CLK)

Attachments: [Attachment 1 - Reso 2025-120 and Adopted Nonprofit Fund Policy](#)
[Attachment 2 - Proposal Letter](#)
[Attachment 3 - Resolution](#)

- Res. **C.3** Adopt a Resolution Reviewing and Maintaining the Current Lodi Electric Utility Reserve Policy (EU)

Attachments: [Attachment 1 - Resolution](#)

- Res. **C.4** Adopt a Resolution Authorizing Interim City Manager to Execute Amendment No. 1 to Professional Services Agreement with Kone Inc., for Citywide Elevator Services (\$40,000) (PW)

Attachments: [Attachment 1 - Amendment No 1](#)
[Attachment 2 - Resolution](#)

- Res. **C.5** Adopt a Resolution Authorizing Interim City Manager to Execute Additional Change Orders to 2025-27 Block Wall Repair Program (\$42,625), and Appropriating Funds (\$36,000) (PW)

Attachments: [Attachment 1 - CIP](#)
[Attachment 2 - Resolution](#)

- Res. **C.6** Adopt a Resolution Authorizing Interim City Manager to Execute Amendment No. 1 to Professional Services Agreement with Bickford Ventures Inc., dba Division 01 Construction Management Services of Lodi, for Construction Management Services for the City of Lodi Animal Shelter Project (\$75,000) (PW)

Attachments: [Attachment 1 - Amendment No 1](#)
[Attachment 2 - Resolution](#)

- Res. **C.7** Adopt a Resolution Authorizing the Purchase of Two 35-Foot Compressed Natural Gas, Low-Floor Buses from Gillig, LLC, of Livermore (Not-to-Exceed \$1,750,000), Utilizing Washington State Department of Enterprise Services Cooperative Purchasing Agreement (Master Contract No. 06719), Appropriating Additional funds (\$400,000) and Authorizing Interim City Manager to Execute All Necessary Documents (PW)

Attachments: [Attachment 1 - Purchase Contract](#)
[Attachment 2 - Resolution](#)

- Res. **C.8** Adopt a Resolution Authorizing Interim City Manager to Accept Payment of \$19,500 From, and Dedicate Easement to, Pacific Gas and Electric (PG&E) at White Slough Water Pollution Control Facility Property (PW)

Attachments: [Attachment 1 - Exhibit A - Photo of Existing Pole Line](#)
[Attachment 2 - Exhibit B - Request from PG&E](#)
[Attachment 3 - Exhibit C - Valuation Estimate](#)
[Attachment 4 - Resolution](#)

- Res. **C.9** Adopt a Resolution Authorizing Interim City Manager to Award Contract for Citywide Window and Glass Repair and Replacement to Mountain Valley Glass, Inc. of Valley Springs (\$72,700) and Execute Change Orders (\$20,000) (PW)

Attachments: [Attachment 1 - Contract](#)
[Attachment 2 - Resolution](#)

- C.10** Accept Improvements Under Contract for Traffic Signal and Lighting Project - Victor Road (SR 12) and Guild Avenue (PW)

Attachments: [Attachment 1 - Exhibit A - Before & After Photos](#)

- C.11** Set a Public Hearing for December 17, 2025 to Consider Adoption of the 2025 California Building Code, California Existing Building Code, Mechanical Code, Electrical Code, Plumbing Code, Residential Code, Green Building Standard Code, and Fire Code (CD)

- C.12** Set a Public Hearing for December 17, 2025 to Consider Waiving the First Reading and Introducing an Ordinance Amending Lodi Municipal Code, Title 1 (General Provisions) Chapter 1.10 "Administrative Enforcement Provision" and Title 6 (Animals) Chapter 6.04 "Impoundment," Chapter 6.08 "Prohibited Animals," Chapter 6.12 "Dogs and Cats," Chapter 6.14 "Keeping and Sanitation"; and Chapter 6.15 "Vicious/Potentially Dangerous Dog." (CA)

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

If you wish to address the Council, please refer to the Notice at the beginning of this agenda. Individuals are limited to one appearance during this section of the Agenda.

E. Comments by the City Council Members on Non-Agenda Items**F. Public Hearings****G. Regular Calendar****H. Ordinances****I. Reorganization**

Res. I.1 Presentation to Outgoing Mayor and Adopting Resolutions for Reorganization of the Lodi City Council by Selecting a Mayor and a Mayor Pro Tempore (CLK)

Attachments: [Attachment 1 - Resolution for Mayor](#)
[Attachment 2 - Resolution for Mayor Pro Tempore](#)

J. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Olivia Nashed
City Clerk

All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. Agendas and staff reports are also posted on the City's website at www.lodi.gov. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 72 hours prior to the meeting date. Language interpreter requests must be received at least 72 hours in advance of the meeting to help ensure availability. Contact Olivia Nashed at (209) 333-6702. Solicitudes de interpretación de idiomas deben ser recibidas por lo menos con 72 horas de anticipación a la reunión para ayudar a asegurar la disponibilidad. Llame a Olivia Nashed (209) 333-6702.

Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City's website at www.lodi.gov by clicking the meeting webcasts link. Members of the public may view and listen to the open session of this meeting at www.facebook.com/CityofLodi/.



COUNCIL COMMUNICATION

AGENDA TITLE:

Presentation of Mayor's Community Service Awards (CLK)

MEETING DATE:

December 3, 2025

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

The Mayor will present the Mayor's Community Service Award to Scott Hamilton and the Lodi Lions Club.

BACKGROUND INFORMATION:

The Mayor has selected Scott Hamilton and the Lodi Lions Club, for the prestigious Mayor's Community Service Award for 2025.

SCOTT HAMILTON:

Scott Hamilton is a dedicated community leader and appointed member of the Site Plan & Architectural Review Committee (SPARC) in Lodi, California. Since October 2023, he began serving a four-year term, helping guide development in the City by reviewing site plans and architectural proposals to ensure they align with Lodi's zoning ordinances and design standards.

Mr. Hamilton is also currently working with community partners to restore and repurpose the historic Lodi Firehouse and City Hall, located at 114 N. Main Street. The historic Lodi firehouse, once the City's original fire station and early City Hall, is being revitalized as a combined museum and union hall. The project seeks to preserve the building's original turn-of-the-century architectural character, while updating it to modern standards. Community partners are working to breathe new life into the landmark, reinforcing its role as a living testament to Lodi's civic and firefighting heritage.

LODI LIONS CLUB:

The Lodi Lions Club is part of Lions International, a world-wide service club dedicated to promoting community service. The local organization has been active in Lodi since 1940. The Lodi Lions Club (Lions) adopted Emerson Park and Legion Park in the 1990s and has financially supported and facilitated a number of improvements at both facilities including a major reconstruction in 1989-1990 and has financially supported and facilitated a number of improvements at both facilities.

Most recently, the Lions have provided to the Lodi Parks, Recreation and Cultural Services Department funding, labor and support for Emerson Park improvements. The Lions raised funds beginning in 2023 to restore and beautify the park in order to make it safe and presentable for the community. The Lions developed plans with staff to install a new two-bay swing area including inclusive therapeutic swings for young children with special needs, concrete curbing and safety play surfacing, along with a covered single picnic table and concrete pad.

COUNCIL COMMUNICATION

During their tot lot upgrades, two (2) past Lions members Micke Locke and Ken Heffel graciously funded the roofing labor and the Lions funded the materials to provide and install a new standing seam metal roofing package which included stained re-sawn plywood decking and underlayment.

Based on this continuous dedicated service, now former-Mayor Bregman selected Mr. Hamilton and the Lodi Lions Club as recipients of the Mayor's Community Service Award for his Mayoral term and plans to present each award to the honorees in recognition for their dedication to the Lodi community.

STRATEGIC VISION:

8B. Public Well-Being: Partner with other entities to provide outreach, education and activities to engage diverse cultures and communities.

FISCAL IMPACT:

Not Applicable.

FUNDING AVAILABLE:

Not Applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Approve Minutes

a) June 4, 2025 (Regular Meeting)

MEETING DATE:

December 3, 2025

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Approve the following minutes as prepared:

a) June 4, 2025 (Regular Meeting)

BACKGROUND INFORMATION:

Attached is a copy of the subject minutes marked Attachment 1.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

**LODI CITY COUNCIL
REGULAR MEETING
CARNEGIE FORUM
305 WEST PINE STREET, LODI
WEDNESDAY, JUNE 4, 2025 - 7:00 PM**

A. Call to Order / Roll Call

The open session of the Regular City Council Meeting of June 4, 2025, was called to order by Mayor Bregman at 7:05 p.m.

Present: Council Member Craig-Hensley Council Member Hothi, Council Member Nakanishi, and Mayor Bregman

Absent: Mayor Pro Tempore Yepez

Also Present: Acting City Manager Lindsay, City Attorney Lucchesi, and City Clerk Nashed

B. Presentations

B.1 Presentation of Certificate of Recognition to Mohr-Fry Ranches In Recognition for Being Awarded "2025 Vineyard of the Year" (CLK)

Mayor Bregman presented Certificate of Recognition to Jerry Fry, Bruce Fry and Mohrgan Fry, of Mohr-Fry Ranches, in recognition for being awarded "2025 Vineyard of the Year."

C. Consent Calendar (Reading; Comments by the Public; Council Action)

Council Member Hothi made a motion, seconded by Council Member Craig-Hensley, to approve the following items hereinafter set forth, except those otherwise noted, in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hothi, Council Member Craig-Hensley, Council Member Nakanishi, and Mayor Bregman

Noes: None

Absent: Mayor Pro Tempore Yepez

C.1 Adopt a Resolution Authorizing the Acting City Manager to Execute Amendment No. 2 to Attorney-Client Representation Agreement with Meyers Nave, of Sacramento, for Legal Services Related to Employment Matters and Personnel Investigations (\$260,000) (CA)

This item was pulled from the Consent Calendar by Council Member Craig-Hensley.

City Attorney Lucchesi provided a brief verbal report on the item.

Council Member Craig-Hensley made a motion, seconded by Council Member Hothi to pull this item to be heard at a future meeting.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hothi, Council Member Craig-Hensley, Council Member Nakanishi, and Mayor Bregman

Noes: None

Absent: Mayor Pro Tempore Yopez

- C.2** Adopt a Resolution Setting City of Lodi Electric Utility Energy Efficiency Program 10-Year Target (EU)

Adopted **Resolution No. 2025-074** setting City of Lodi Electric Utility Energy Efficiency Program 10-Year target.

- C.3** Adopt a Resolution Updating City Staff Signers on City of Lodi Farmers & Merchants Bank Accounts (ISD - BUD)

Adopted **Resolution No. 2025-075** updating City Staff Signers on City of Lodi Farmers & Merchants bank accounts.

- C.4** Adopt a Resolution Accepting the Draft Employment Agreement and Authorizing the Corresponding Budget Allocation for Library Director Salary at \$167,000 Per Year Subject to Final Consideration and Approval by the Library Board of Trustees (ISD - HR)

Adopted **Resolution No. 2025-076** accepting the draft Employment Agreement and authorizing the corresponding budget allocation for Library Director salary at \$167,000 per year subject to final consideration and approval by the Library Board of Trustees.

- C.5** Adopt a Resolution Authorizing City Manager to Execute Contracts for Fiscal Year 2025/26 Contracts with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties for Downtown Cleaning (\$117,096.00), Transit Facility Cleaning (\$94,753.75), and Hutchins Street Square Landscape Maintenance (\$26,180.00) (PW)

Adopted **Resolution No. 2025-077** authorizing City Manager to execute contracts for Fiscal Year 2025/26 contracts with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties for Downtown Cleaning (\$117,096.00), Transit Facility Cleaning (\$94,753.75), and Hutchins Street Square Landscape Maintenance (\$26,180.00).

Item C.6 was pulled by staff.

- C.6** Adopt a Resolution Authorizing the Electric Utility and Public Works Department Directors to Execute a Memorandum of Agreement between City of Lodi Public Works Department and Lodi Electric Utility for Purchase of Senate Bill 1383-Eligible Electricity Procured from Biomass Facilities that Convert Recovered Organic Waste (PW)

- C.7** Adopt a Resolution Initiating Proceedings for the Levy and Collection of Assessments, a Resolution Approving the Annual Report, and a Resolution Declaring Intention to Levy and Collect Assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2025/26; and Set Public Hearing for June 18, 2025 (PW)

Adopted **Resolution No. 2025-078** initiating proceedings for the levy and collection of assessments, **Resolution No. 2025-079** approving the annual report, and **Resolution No. 2025-080** declaring intention to levy and collect assessments for the Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1 for Fiscal Year 2025/26; and set public hearing for June 18, 2025.

- C.8** Adopt a Resolution Approving Safe Routes to School Plan and Authorizing Deputy Public Works Director/City Engineer to Make Changes as Needed (PW)

Adopted **Resolution No. 2025-081** approving Safe Routes to School Plan and authorizing Deputy Public Works Director/City Engineer to make changes as needed.

- C.9** Adopt a Resolution Accepting Rose Gate II Subdivision, Unit No. 3, Tract No. 4144, Public Improvements, and Adopt a Resolution Repealing Traffic Resolution No. 2025-050, and Reenacting the Complete, Current, Version of the Traffic Resolution with Two-Way Stop Control on Coronado Drive at Barcelona Lane, Barcelona Lane at La Jolla Way, and Camrose Street at La Jolla Way (PW)

Adopted **Resolution No. 2025-082** accepting Rose Gate II Subdivision, Unit No. 3, Tract No. 4144, Public Improvements, and adopted **Resolution No. 2025-083** repealing Traffic Resolution No. 2025-050, and reenacting the complete, current, version of the traffic resolution with two-way stop control on Coronado Drive at Barcelona Lane, Barcelona Lane at La Jolla Way, and Camrose Street at La Jolla Way.

- C.10** Adopt a Resolution Authorizing City Manager to Execute Amendment No. 3 to Contract with Cintas Corporation No. 3, for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees (\$130,000) (PW)

Adopted **Resolution No. 2025-084** authorizing City Manager to execute Amendment No. 3 to contract with Cintas Corporation No. 3, for rental and cleaning of uniforms for certain field and warehouse employees.

- C.11** Adopt a Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Valley Outdoor Advertising, of Lodi, for Water Conservation, Pesticide Education, and Stormwater Awareness Advertising (\$33,192) (PW)

Adopted **Resolution No. 2025-085** authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with Valley Outdoor Advertising, of Lodi, for water conservation, pesticide education, and stormwater awareness advertising.

- C.12** Adopt a Resolution Authorizing an Increase of the City Manager's Change Order Authority by \$100,000 for a Total of \$200,000, for Guild Avenue and Victor Road (SR 12) Traffic Signal and Lighting Project Contract with St. Francis Electric, LLC. of San Leandro, and Appropriate Funds (\$100,000) (PW)

Adopted **Resolution No. 2025-086** authorizing an increase of the City Manager's change order authority by \$100,000 for a total of \$200,000, for Guild Avenue and Victor Road (SR 12) Traffic Signal and Lighting Project contract with St. Francis Electric, LLC. of San Leandro, and appropriate funds (\$100,000).

- C.13** Adopt a Resolution Authorizing Fund Transfer from General Fund to General Fund Capital for Unspecified Capital Project (\$500,000) and Appropriate Funds (\$500,000) (PW)

Mark Chandler provided public comment on the item.

Adopted **Resolution No. 2025-087** authorizing fund transfer from General Fund to General Fund Capital for unspecified capital project (\$500,000) and appropriate funds.

- C.14** Adopt a Resolution Adopting City of Lodi Short Range Transit Plan Update (PW)

Adopted **Resolution No. 2025-088** adopting City of Lodi Short Range Transit Plan Update.

- C.15** Accept Improvements Under the 2023 Playground Replacement Project (PW)

Accepted Improvements Under the 2023 Playground Replacement Project.

- C.16** Appoint Scott Spencer to the Greater Lodi Area Youth Commission and Post for Expiring Terms on the Measure L Citizens' Oversight Committee (CLK)

Appointed Scott Spencer to the Greater Lodi Area Youth Commission and post for expiring terms on the Measure L Citizens' Oversight Committee.

D. Comments by the Public on Non-Agenda Items

John Slaughterback provided public comment regarding on-going investigation re: Scott Carney.

Patrick Byron provided public comment regarding funding allocated to the Kofu Skatepark.

Zeddy Khan provided public comment regarding Lodi's economic development and provided supplemental document to the City Clerk.

Donna Phillips provided public comment expressing concerns regarding public parking on Laurel Avenue.

JP Doucette, President and CEO of the Lodi Chamber of Commerce, provided public comment regarding initiation of Property and Business Improvement District (PBID).

Mike Collins provided public comment regarding Downtown PBID proposal.

E. Comments by the City Council Members on Non-Agenda Items

Council Member Nakanishi provided comments regarding Lodi Lake and noted that one of his priorities during the Fiscal Year 2025-26 budget discussions is Lodi parks.

Council Member Craig-Hensley provided comments regarding upcoming challenges to grape growers and wine industry, a new CEO search for the San Joaquin Regional Rail Commission, her attendance a Lodi Chamber of Commerce meeting with Lodi's bike cop, her attendance at the Lawrence Elementary School GREAT program graduation, her attendance at United Way's monthly meeting with local non-profits, her attendance on the San Joaquin Council of Governments' One Voice trip to support Lodi's Hydrogen Hub project, thanked the American Legion for Memorial Day activities, presentation of certificate to graduates of the Union Building Trades, confirmation from Supervisor Ding regarding funds allocated by San Joaquin Board of Supervisors to be spent on the current Skatepark in Kofu Park in Lodi, and the addressing of Lodi's S&P Global rating by Acting City Manager Lindsay.

Mayor Bregman thanked all those who served, in honor of Memorial Day.

F. Public Hearings

F.1 Public Hearing to Receive and Accept the Staff Presentation on Workforce Vacancies, and Recruitment and Retention Efforts in Compliance with Assembly Bill 2561 (Government Code 3205.3) (ISD - HR)

Human Resources Administrative Analyst Nancy Ramirez provided PowerPoint presentation on the item.

Mayor Bregman opened the public hearing at 8:04 p.m.

Jeremiah Miller, union representative of AFSCME Local Chapter 146, provided public comment on the item.

Mayor Bregman closed the public hearing at 8:06 p.m.

Council Member Nakanishi made a motion, seconded by Council Member Craig-Hensley, to receive and accept the staff presentation on workforce vacancies, and recruitment and retention efforts in compliance with Assembly Bill 2561 (Government Code 3205.3)

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hothi, Council Member Craig-Hensley, Council Member Nakanishi, and Mayor Bregman

Noes: None

Absent: Mayor Pro Tempore Yopez

G. Regular Calendar

- G.1** Adopt a Resolution Authorizing Increase to Customer Assistance and Relief Energy (CARE) Program Maximum Emergency Assistance Benefit Payment and Further Authorizing Annual Adjustment (EU)

Electric Utility Assistant Director Melissa Price provided PowerPoint presentation.

Council Member Hothi made a motion, seconded by Council Member Craig-Hensley, to adopt **Resolution No. 2025-089** authorizing increase to Customer Assistance and Relief Energy (CARE) program maximum emergency assistance benefit payment and further authorizing annual adjustment.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hothi, Council Member Craig-Hensley, Council Member Nakanishi, and Mayor Bregman

Noes: None

Absent: Mayor Pro Tempore Yopez

- G.2** Adopt a Resolution Approving Fiscal Year 2025/26 Financial Plan and Budget; Approving the Fiscal Year 2025/26 Appropriation Spending Limit; Approving the Classifications, Job Descriptions, and Salary Ranges for Five New Positions; and Approving the Annual GANN Spending Limit (ISD - BUD)

Budget Manager Jennelle Baker-Bechthold provided PowerPoint presentation on the item.

Ria Jones provided public comment on the item.

Kristen Birtwhistle, of United Way, provided public comment on the item.

Devinder Grewal, of United Way, provided public comment on the item.

Shauna Buzunis-Jacob, of Child Abuse Prevention Council, provided public comment on the item.

Marina Narvarte, of Your Kidney, My Kidney, Our Kidney, provided public comment on the item.

Alison McGregor, of the 180 Teen Center, provided public comment on the item.

Johnny Coughran, of the Lodi Access Center, provided public comment on the item.

Roya Main, of Lodi House, provided public comment on the item.

Council Member Craig-Hensley made a motion, seconded by Council Member Hothi, to amend proposed Fiscal Year 2025-2026 Budget to move funds of \$100,000 from Surplus Capital to the City Council Department Fund, to create a City Council Non-Profit Fund.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hothi, Council Member Craig-Hensley, and Council Member Nakanishi

Noes: Mayor Bregman

Absent: Mayor Pro Tempore Yepez

Council Member Nakanishi made a motion, seconded by Council Member Hothi, to adopt **Resolution No. 2025-121** approving Fiscal Year 2025/26 Financial Plan and Budget; approving the Fiscal Year 2025/26 appropriation spending limit; approving the Classifications, Job Descriptions, and Salary Ranges for five new positions; and approving the annual GANN Spending Limit.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hothi, Council Member Craig-Hensley, Council Member Nakanishi, and Mayor Bregman

Noes: None

Absent: Mayor Pro Tempore Yepez

H. Ordinances

None.

I. Adjournment: Mayor Bregman adjourned the meeting at 9:19 p.m.



COUNCIL COMMUNICATION

AGENDA TITLE:

Consider Adopting a Resolution Approving the Allocation of Public Benefit Funds of \$5,000 from District 5 Non-Profit Funds to Wrestling Booster Club of Tokay High (Total \$5,000) (CLK)

MEETING DATE:

December 3, 2025

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Consider adopting a resolution approving the allocation of public benefit funds of \$5,000 from District 5 Non-Profit Funds to Wrestling Booster Club of Tokay High.

BACKGROUND INFORMATION:

On June 4, 2025, as part of the Fiscal Year ("FY") 2025-2026 annual budget, the City Council voted to add \$100,000 to the City Council budget. These funds are evenly distributed among the five Council Members, giving each member \$20,000 to support non-profits that benefit the Lodi community.

On July 2, 2025, the City Council adopted Resolution No. 2025-120, approving the Non-Profit Fund Policy as shown in Attachment 1("Policy"). The Policy outlines the process and guidelines for submitting Proposal Letters from non-profit organizations, review and recommendations of allocations and final approval by Council Members and the full City Council.

The Wrestling Booster Club of Tokay High has submitted a Proposal Letter (Attachment 2), which has been reviewed by the City Clerk and found in compliance with the guidelines set within the Policy. Council Member Hothi has reviewed the merits and needs of the proposed projects or activities and desires to donate \$5,000 to Wrestling Booster Club of Tokay High from the District 5 Non-Profit Funds.

Wrestling Booster Club of Tokay High

The Tokay Tigers Wrestling Program has built a proud legacy over the years - known for its winning tradition, multiple League Championships, and commitment to developing student-athletes of character, discipline, and determination. Each season, their wrestlers dedicate countless hours to training and competition, representing their school and community with pride.

Council Member Hothi requests that Council adopt a resolution approving the allocation of public benefit funds of \$5,000 from District 5 Non-Profit Funds to Wrestling Booster Club of Tokay High.

STRATEGIC VISION:

8B. Public Well-Being: Partner with other entities to provide outreach, education and activities to engage diverse cultures and communities.

COUNCIL COMMUNICATION

FISCAL IMPACT:

There is a fiscal impact of \$5,000 to the City Council Non-Profit Fund for District 5.

FUNDING AVAILABLE:

Council Non-Profit Fund District 5 - 10005001.72615

RESOLUTION NO. 2025-120

A RESOLUTION OF THE LODI CITY COUNCIL ADOPTING A POLICY FOR
ALLOCATION OF FUNDS FROM THE COUNCIL NON-PROFIT FUND

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WHEREAS, the City Council recognizes the significant contributions made by non-profit organizations, and expressed a desire to establish a Council discretionary fund to support non-profit projects benefitting the City of Lodi and its residents; and

WHEREAS, at the June 4, 2025, Regular Council meeting, as part of the Fiscal Year ("FY") 2025-2026 annual budget, the City Council voted to added \$100,000 to the City Council budget, to be distributed evenly across the five Council Districts (\$20,000 per District); and

WHEREAS, the intent of such funds is to establish a City Council Non-Profit Fund ("Non-Profit Fund"), that allows each City Councilmember to allocate their designated funds to qualifying non-profits that address unmet needs and benefit the Lodi community; and

WHEREAS, the City Council directed staff to draft a policy for Council consideration on the Non-Profit Fund and staff has prepared the attached proposed Council Non-Profit Fund Policy to establish guidelines for the use for these funds and to provide a uniform structure for the submission of requests and allocation of funding awards from the Council Non-Profit Fund.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve and adopt the Council Non-Profit Fund Policy, attached heretofore as Exhibit A to this Resolution.

Dated: July 2, 2025

=====

I hereby certify that Resolution No. 2025-120 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 2, 2025, by the following votes:

AYES: COUNCIL MEMBERS – Craig-Hensley, Hothi, Nakanishi and
Mayor Bregman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Yepez

ABSTAIN: COUNCIL MEMBERS – None


for OLIVIA NASHED
City Clerk

2025-120



City Council Non-Profit Fund Policy

Adopted July 2, 2025

Resolution 2025-120

I. PURPOSE

To provide a uniform structure for the submission of requests and allocation of the Council Non-Profit Fund ("Non-Profit Fund") to local non-profits, and to establish guidelines for the for the authorized use of these funds.

II. POLICIES REGARDING NON-PROFIT FUNDS:

1. The City Manager, as part of the proposed budget each year, may allocate up to \$20,000 for each Council District into the Non-Profit Fund. In years the City budget is not structurally balanced, there may be a reduced amount or no allocation into the Non-Profit Fund for this purpose.
2. The City Clerk will maintain and track the uses of the Non-Profit Fund by each Council District.
3. Unspent dollars in the Non-Profit Fund will not be carried forward in the following fiscal year. The City Clerk shall provide a Non-Profit Fund balance report at the beginning of third quarter of each fiscal year, to provide an opportunity for Council Members to make recommendations for allocations before the end of the fiscal year.
4. A Councilmember, upon review of the merits and needs of the proposed projects or activities, will direct the City Clerk to prepare recommendations for the Council's review and consideration regarding the use of the Non-Profit Fund. Allocations from the Non-Profit Fund must be approved by a simple majority vote of the Council.
5. Council approval of Non-Profit allocations should be based on the following:
 - a. Funding requests must align with the City Council Strategic Vision and requests should describe how they comply with the Council's Goals and City policies.
 - b. Non-Profit Funds can be used as start-up funds for community programs or activities benefitting the community within the City of Lodi.
 - c. The recommended projects or activities will primarily result in public benefit within the City limits.
 - d. The recommended projects or activities can have a nexus to City operated or funded programs.
 - e. Funding for projects or activities is a one-time allocation and shall not be considered ongoing funding support.
 - f. Any organization receiving funding must agree to be audited or present progress reports to Council as required by the City.

- g. Funds cannot be allocated on a retroactive basis.
 - h. Organizations receiving these funds must attest that they will not be used for political, discriminatory, or any unlawful purposes.
6. Council Members may identify projects or activities proposed to be funded by the Non-Profit Fund, to be included as part of the upcoming budget. Once identified, the City Manager will include these projects and/or activities as part of the proposed budget to be considered by the City Council during final budget hearing. If approved, these projects and/or activities will not require a separate Council review and will be implemented by appropriate City staff. Projects not approved in the annual adopted budget will require a separate Council item and be approved by a simple majority vote of the City Council.

III. LEVINE ACT AND CAMPAIGN DISCLOSURE REQUIREMENTS

The Levine Act, California Government Code Section 84308, was enacted to prevent conflicts of interest by restricting public officials from participating in decisions involving entities from which they received campaign contributions. Under the Levine Act, as may be amended from time to time, if a public official has received contributions of more than \$500, from a party involved in a decision within the previous 12 months, they must disclose the contribution and recuse themselves from participating in the decision.

Pursuant to the Levine Act, Council Members who receive campaign contributions of \$500 or more from organizations, including an organization's board members and/or officers, who are requesting funding must comply with the Levine Act.

IV. ADMINISTRATION AND REPORTING

To address the need for a uniform process and ensure compliance with City of Lodi policies and procedures, the following requirements are set forth for the submission, processing, and award of grants from the Non-Profit Fund.

1. Non-profit organizations, that wish to apply for allocations from the Non-Profit Fund, must submit a letter ("Proposal Letter") to a City Council Member or City Clerk, providing the following details:
 - Contact name, phone, and email
 - Full legal name of organization
 - Complete address of the organization
 - Description of Organization
 - Mission Statement
 - Federal Tax Status: 501(c)(3) or other
 - List of current Board members and officers, if any

- Brief description of the project/program and how it relates to the City Council's Strategic Vision and one or more of Council's Goal
 - Funding amount requested and how it relates to overall project/program financial plan
 - Objectives for the requested funding
 - Performance indicators/Measurement of success
 - Communities that will benefit from use of the requested funds
 - Any additional information relevant to the request
2. Written justification must be provided for organizations that have received Non-Profit Funds in prior years.
- Proposal Letters must include the total Non-Profit Funds received in prior years and the reason for requesting additional funding.
 - For funding requests to organizations located outside the City's limits, Proposal Letters must include explanation of local benefit.
3. The City Clerk shall agendaize an item for Council review and approval, providing all relevant information for the City Council to review the submitted non-profit Proposal Letters and make a well-informed decision regarding the allocation request(s).
4. If approved by the City Council, the successful non-profit organizations shall submit quarterly status reports to the City Clerk for the life of the project.
- As part of each quarterly financial cycle, the City Clerk will report activity of these funds to the City Council summarizing all awarded Non-Profit Funds and available balances.

These recommendations aim to enhance procedural consistency, transparency, and compliance in the administration of award from the Non-Profit Fund.

Wrestling Booster Club of Tokay High
1040 W Kettleman Lane #376
Lodi, CA 95240

November 12, 2025

Council member Mike Hothi
Lodi City Council
221 W. Pine Street
Lodi, CA 95240

Dear Council member Hothi,

On behalf of the Tokay Wrestling Booster Club, I would like to extend our gratitude for your ongoing support of youth athletics and community programs in Lodi. We are reaching out to request your partnership and support for the Tokay High School Wrestling Team as we prepare for another exciting and competitive season.

The Tokay Tigers Wrestling Program has built a proud legacy over the years — known for its winning tradition, multiple League Championships, and commitment to developing student-athletes of character, discipline, and determination. Each season, our wrestlers dedicate countless hours to training and competition, representing our school and community with pride.

This year, we are seeking donations to help cover essential expenses related to athlete meals, lodging, and travel for tournaments throughout the season. As costs continue to rise, these funds are critical to ensuring that every wrestler — regardless of financial situation — has the opportunity to compete and experience the full benefit of the program.

Your contribution will directly impact our student-athletes, allowing us to continue building on Tokay's tradition of excellence while shaping the next generation of leaders both on and off the mat.

Thank you for your consideration and for all you do to support youth in our community. We would be honored to have you join us at one of our upcoming matches to see firsthand the heart and dedication of these young athletes.

With gratitude,



Wrestling Booster Club of Tokay High
Andraé Sanchez
Vice-President
tokaywrestlingbooster@gmail.com
(209) 747-8936

Non-Profit 501 (c) 3 Tax ID #47-4448532

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING THE AWARD OF
PUBLIC BENEFIT FUNDS OF \$2,000 FROM THE DISTRICT 5 NON-PROFIT
FUND TO THE WRESTLING BOOSTER CLUB OF TOKAY HIGH (TOTAL \$5,000)

=====

WHEREAS, on June 4, 2025, as part of the Fiscal Year ("FY") 2025-2026 annual budget, the City Council voted to add \$100,000 to the City Council budget. These funds are evenly distributed among the five Councilmembers, giving each member \$20,000 to support non-profits that benefit the Lodi community; and

WHEREAS, on July 2, 2025, the City Council adopted Resolution No. 2025-120, approving the Non-Profit Fund Policy included as Attachment 1 ("Policy"). The Policy outlines the process and guidelines for submitting Proposal Letters from non-profit organizations, review and recommendations of allocations by Councilmembers, and final approval by the full City Council; and

WHEREAS, the Wrestling Booster Club of Tokay High submitted a Proposal Letter as shown in Attachment 2 ("Proposal"), which has been reviewed by the City Clerk and found in compliance within the Policy guidelines; and

WHEREAS, Council Member Hothi reviewed the merits and needs of the Wrestling Booster Club of Tokay High's proposed projects or activities in the Proposal and desires to allocate public benefit funds to Wrestling Booster Club of Tokay High from the District 5 Non-Profit Funds, in the amount of \$5,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby:

1. Find that the mission and goals of Wrestling Booster Club of Tokay High complies with the Policy, Council's strategic vision, and that the activities described in the Proposal will provide public benefit for the City of Lodi and its residents.
2. Approve the total allocation of public benefit funds of \$5,000 from District 5 Non-Profit Funds to Wrestling Booster Club of Tokay High, subject to compliance with the Policy.
3. Direct Wrestling Booster Club of Tokay High to provide quarterly reports to the City Clerk on the use of the non-profit funds received as described in the Proposal, and the City Clerk shall then also share a summary of this reported activity to the City Council quarterly to ensure procedural consistency, transparency, and compliance with the Non-Profit Fund Policy.

Dated: December 3, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 3, 2025, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Reviewing and Maintaining the Current Lodi Electric Utility Reserve Policy (EU)

MEETING DATE:

December 3, 2025

PREPARED BY:

Melissa Price, Assistant Electric Utility Director

RECOMMENDED ACTION:

Adopt a resolution reviewing and maintaining the current Lodi Electric Utility (LEU) Reserve Policy.

BACKGROUND INFORMATION:

The LEU Reserve Policy requires an assessment of the targets identified with a report to the City Council every three years. The last review was completed November 2022.

From 2011, the formula for establishing the LEU Reserve Policy remained unchanged until 2022 when City Council authorized removal of the Capital Reserve component and instead authorized LEU staff to purchase a spare substation transformer to ensure equipment is available and on hand should a catastrophic failure occur. This change was implemented to mitigate risk associated with potential supply chain challenges, procurement lead times and material price escalation.

November 2025 marks the three-year deadline to review the existing LEU Reserve Policy. The current Reserve Policy includes both an operating days cash requirement as well as a General Operating Reserve requirement identified by the Northern California Power Agency (NCPA) as part of the annual power supply budget planning process. This component addresses recommended reserve funds specific to LEU's generation entitlement shares in various power plants, including self-insured retention and insurance deductibles and includes recommendations related to replacement power purchase costs associated with dry water year conditions and reduced hydroelectric generation.

While the individual components and formula are approved by City Council, the actual dollar amounts are reviewed and approved each year by the Risk Oversight Committee (ROC) in accordance with the approved annual budget. The approved formula for those targets as well as the specific target for Fiscal Year 2025/26 are as follows:

Fund Designation	Basis	FY 2025/26
Operating Reserve	90 days cash on hand	\$ 22,906,600
NCPA General Operating Reserve	Identified by NCPA	\$ 6,813,000
Total Target		\$ 29,719,600

COUNCIL COMMUNICATION

LEU currently has total cash reserves of approximately \$41 million and is meeting 138 percent of the current reserve policy target. LEU financial reserves are strong and stable and no projected base rate increases are anticipated until 2030 based on current assumptions. Rating agencies, including S&P and Moody's, have both completed reviews of LEU's financial position within the past year and have issued comparable ratings of A and A2 respectively, with stable outlooks - ratings that fall at upper medium investment grade levels which positions LEU well for its future anticipated borrowing associated with the 230 kV Project.

The ROC received a report on the LEU Reserve Policy at its November 4, 2025 meeting and recommended that the formula for calculating the reserve target be maintained as represented above.

STRATEGIC VISION:

3A. Fiscal Health: Promote City's transparency & fiscal fluency.

FISCAL IMPACT:

Funding needed to meet the LEU Reserve Policy is evaluated each year as part of LEU's annual review and update of its financial forecast included as part of the annual budget process.

FUNDING AVAILABLE:

Not Applicable.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL REVIEWING AND MAINTAINING
THE CURRENT LODI ELECTRIC UTILITY RESERVE POLICY

WHEREAS, the Lodi Electric Utility (LEU) Reserve Policy requires an assessment of the targets identified with a report to the City Council every three years, with the last review completed November 2022; and

WHEREAS, from 2011, the formula for establishing the LEU Reserve Policy remained unchanged until 2022 when City Council authorized removal of the Capital Reserve component and instead authorized LEU staff to purchase a spare substation transformer to ensure equipment is available and on hand should a catastrophic failure occur; and

WHEREAS, this change was implemented to mitigate risk associated with potential supply chain challenges, procurement lead times and material price escalation; and

WHEREAS, November 2025 marks the three-year deadline to review the existing LEU Reserve Policy which includes both an operating days cash requirement as well as a General Operating Reserve requirement identified by the Northern California Power Agency (NCPA) as part of the annual power supply budget planning process; and

WHEREAS, while the individual components and formula are approved by City Council, the actual dollar amounts are reviewed and approved each year by the Risk Oversight Committee (ROC) in accordance with the approved annual budget; and

WHEREAS, the approved formula for those targets as well as the specific target for Fiscal Year 2025/26 are as follows; and:

<u>Fund Designation</u>	<u>Basis</u>	<u>FY 2025/26</u>
Operating Reserve	90 days cash on hand	\$ 22,906,600
NCPA General Operating Reserve	Identified by NCPA	\$ 6,813,000
Total Target		\$ 29,719,600

WHEREAS, LEU currently has total cash reserves of approximately \$41 million, is meeting 138 percent of the current reserve policy target, and financial reserves are strong and stable with no projected base rate increases anticipated until 2030 based on current assumptions; and

WHEREAS, rating agencies, including S&P and Moody's, have both completed reviews of LEU's financial position within the past year and have issued comparable ratings of A and A2 respectively, with stable outlooks – ratings that fall at upper medium investment grade levels which positions LEU well for its future anticipated borrowing associated with the 230 kV Project; and

WHEREAS, the ROC received a report on the LEU Reserve Policy at its November 4, 2025 meeting and recommended that the formula for calculating the reserve target be maintained as represented above.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby review and approve maintaining the current Lodi Electric Utility Reserve Policy as represented above.

Dated: December 3, 2025

=====

I hereby certify that Resolution No. 2025-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 3, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing Interim City Manager to Execute Amendment No. 1 to Professional Services Agreement with Kone Inc., for Citywide Elevator Services (\$40,000) (PW)

MEETING DATE:

December 3, 2025

PREPARED BY:

Interim Public Works Director

RECOMMENDED ACTION:

Adopt a resolution authorizing the Interim City Manager to execute Amendment No. 1 to Professional Services Agreement with Kone Inc., for citywide elevator services, in the amount of \$40,000.

BACKGROUND INFORMATION:

The Public Works Facilities Division has a professional services agreement with Kone Inc. for monitoring and maintaining all city-owned elevators. The original term of the agreement was from July 1, 2024 through June 30, 2025. The agreement allowed for two (2) optional one (1)-year extensions. The first extension ("Extension 1") has been executed, and extended the term through June 30, 2026.

The original agreement was for \$60,000. There is approximately \$3,200 remaining on the contract, which is insufficient to address anticipated needs through the current term. If approved, Amendment No. 1 will increase the contract by \$40,000 for a total not-to-exceed amount of \$100,000. The additional funding will be utilized for the remainder of the fiscal year's monitoring and maintenance as well as for coordination needed for a planned elevator camera installation project at the transit parking structure.

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

There are no long-term fiscal impacts for this item, however the monitoring and maintenance of the City's elevators is necessary to ensure the safety of City staff and the public utilizing the elevators, as well as ensure that City facilities are ADA compliant. Additionally, this service is necessary to comply with state elevator requirements.

FUNDING AVAILABLE:

This agreement, including the amount in this amendment, is funded through various operating accounts that were previously approved in the adopted Fiscal Year 2025/26 Budget.

AMENDMENT NO. 1

KONE INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 1"), is made and entered this ____ day of _____, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and KONE INC., a Delaware corporation qualified to do business in California (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Citywide Elevator Services on October 31, 2024 and Extension No. 1 on November 5, 2025 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to increase fees by an amount not-to-exceed \$40,000 for a total not-to-exceed contract amount of \$100,000; 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. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

KONE INC., a Delaware corporation qualified
to do business in California, hereinabove called
"CONTRACTOR"

JAMES LINDSAY
Interim City Manager

Name: JUSTIN SHAPIRO
Title: General Manager

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney



EXTENSION NO. 1

KONE INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS EXTENSION NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Extension No. 1"), is made and entered this 5th day of November, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and KONE INC., a Delaware corporation qualified to do business in California (hereinafter "CONTRACTOR").

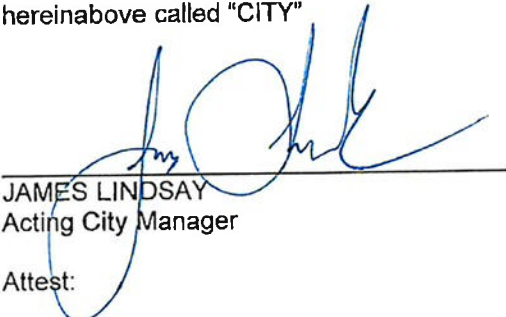
WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Citywide Elevator Services on October 31, 2024, ("Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to extend the Agreement through June 30, 2026; and
3. WHEREAS, CONTRACTOR agrees to said extension.

NOW, THEREFORE, the parties agree to extend 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 Extension No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"




JAMES LINDSAY
Acting City Manager

Attest:



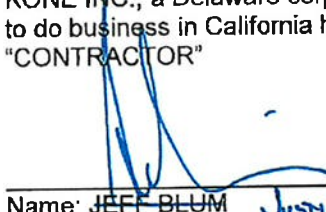
OLIVIA NASHED
City Clerk

Approved as to Form:




KATIE O. LUCCHESI
City Attorney

KONE INC., a Delaware corporation qualified
to do business in California hereinabove called
"CONTRACTOR"



Name: JEFF BLUM
Title: Senior Vice President


Justin Shapiro
General Manager

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on October 31, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and KONE INC. a Delaware corporation qualified to do business in California (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 Citywide Elevator Services (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, 2024 and terminates upon the completion of the Scope of Services or on June 30, 2025, 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 (2) one (1)- year extension(s); 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 three (3) year(s).

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), for 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. In no event shall either party be liable to the other party for any consequential,

special, punitive, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to the Agreement.

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: Arnel Clegg

To CONTRACTOR: KONE INC.
10151 Croydon Way, Ste 2
Sacramento, CA 95827
Attn: Kelsy Pembroke

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 thirty (30) 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.

Section 4.23 Safety

CITY will provide a safe workplace for CONTRACTOR personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. CITY will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning

signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Notwithstanding anything to the contrary in this Agreement, if in Contractor's sole judgment the equipment presents a safety hazard to the riding public or CONTRACTOR's technicians (including but not limited to CITY's act of creating or allowing unsafe practices or conditions or City's failure to authorize necessary repairs or upgrades), CONTRACTOR may terminate this Agreement in its entirety if the CITY fails to cure such Identified hazard as of the expiration date of the thirty (30) days written notice. To the extent that CONTRACTOR provides CITY with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and City does not approve Contractor's proposal or recommendation, CONTRACTOR can refuse to proceed and terminate the Agreement.

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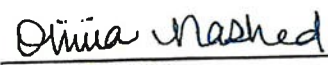
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IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

ATTEST:



OLIVIA NASHED
City Clerk


CITY OF LODI, a municipal corporation


SCOTT R. CARNEY
City Manager

APPROVED AS TO FORM:

KONE INC. a Delaware corporation
qualified to do business in California

By: 
KATIE O. LUCCHESI
City Attorney

By:  10-15-24
Name: JEFF BLUM
Title: Senior Vice President
KONE ID# 1245065

Attachments:

Exhibit A/B – Scope of Services & Fee Proposal

Exhibit C – Insurance Requirements

Exhibit – Federal Transit Funding Conditions (if applicable)

Funding Source: _____
(Business Unit & Account No.)

Doc ID:

CA: Rev.07.2024-VS (CA Formatted)

BID FORM



MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: City of Lodi
Date: 04/09/2024
Subject: City Wide Elevator Service Contract

Please fully complete the information below:

Company Name: KONE Date: 04/15/2024
Address: 10151 Croydon Way, Suite 2, Sacramento, CA 95827
Contractor's License No.: 179166
Company Rep: Kelsy Pembroke
Phone #: M: (415)713-4428 / O: (916)361-9121
Email: Kelsy.pembroke@kone.com

Labor Rate: (requires prevailing wage): (*30% Discount off Full Book Rate – Single Tech)

Straight Time: \$493.68/ HR

Overtime Rate:

1.5x - \$736.06/HR

1.7x - \$833.11/HR

2.0x (Sunday/Holidays) - \$952.77/HR

Parts and materials plus 35% markup

Truck charge: n/a

Call out minimum: Travel Time as necessary (hours)

Elevator phone monitoring Service:

\$55/mo -includes wireless service & monitoring (Each line) *10/11 units currently w. this service. (excludes Lodi Public Safety Bldg).

Other: *(be specific)

*\$190/unit/month with 5% escalation annually.

Items required upon award of contract:

1. Insurance requirements per the attached Exhibit B.
2. Workers' compensation insurance coverage.
3. City of Lodi business license.

BID FORM

4. W-9 form per current IRS requirements.
5. Registered with the Department of Industrial Relations.

Customer's Signature: Kelsy Pembroke

Title: Senior Sales Consultant - Account Manager

Not-To-Exceed \$60,000

Dedicated to People Flow™



KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance, Repair, Modernization and Related, Products, Services and Solutions under the U.S. Communities Program

PROPOSED UNITS & EQUIPMENT PRICING:

Location & Address	Type of Equipment	Type of Service	Service Call Coverage	Testing	Pricing
Parking Structure, Pine St. 2 N Sacramento	MCE H1000 Hydraulic Passenger #1 State #125859	Complete Maintenance	Straight time Coverage	Annual Hydraulic Test	\$160/month
Parking Structure, Pine St. 2 N Sacramento	MCE H1000 Hydraulic 3 stop Passenger #2 State #125863	Complete Maintenance	Straight time Coverage	Annual Hydraulic Test	\$160/month
City Hall 221 W. Pine St	ECI H9000 Hydraulic 4 stop Passenger #1 State # 105226	Complete Maintenance	Straight time Coverage	Annual Hydraulic Test	\$160/month
Carnegie Forum 305 W. Pine St.	ESCO C88-9808 Hydraulic 3 stop Passenger #1	Complete Maintenance	Straight time Coverage	Annual Hydraulic Test	\$160/month
Public Safety Building 230 W. Elm St.	Dover Fleetwood Hydraulic 3 stop Passenger #1 45743	Complete Maintenance	Straight time Coverage	Annual Hydraulic Test	\$160/month
Police Main Lobby 215 W. Elm St	Thyssenkrupp Tac 20 Hydraulic 2 stop Main lobby	Complete Maintenance	Straight time Coverage	Annual Hydraulic Test	\$180/month
Police West Lobby 215 W. Elm St	Thyssenkrupp Tac 20 Hydraulic 2 stop West lobby	Complete Maintenance	Straight time Coverage	Annual Hydraulic Test	\$160/month

Police Jail 216 W. Elm St	Thyssenkrupp Tao 20 Hydraulic 2 stop Jail	Complete Maintenance	Straight time Coverage	Annual Hydraulic Test	\$160/month
Hutchins Street Square, 125 S. Hutchins Street Main lobby	US Elev. 200 Hydraulic 2 Stop Main lobby	Complete Maintenance	Straight time Coverage	Annual Hydraulic Test	\$160/month
Hutchins Street Square, 125 S. Hutchins Street Theater	Dover DMC-1 Hydraulic 2 Stop Theater	Complete Maintenance	Straight time Coverage	Annual Hydraulic Test	\$160/month
Hutchins Street Square, 125 S. Hutchins Street Senior Center	Dover WRC Hydraulic 2 stop Senior Center	Complete Maintenance	Straight time Coverage	Annual Hydraulic Test	\$160/month

TOTAL: \$1,760.00/month

The price is based upon monthly in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a discount will apply as outlined:

Payment Option	Discount	Revised Monthly Price	Acceptance
Annual in advance payment	5% Decrease	\$1,672.00 per month	
Quarterly in advance payment	2% Decrease	\$1,724.80 per month	

PROPOSED SCOPE OF WORK:

1. SERVICES

Complete Maintenance - (Equipment included per table on page 1)

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the work.

A. Hydraulic Elevators

1. Relay Logic Control System
All control system components.
2. Microprocessor Control System
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. Power Unit
Pump, motor, valves, and all related parts and accessories.
4. Hoistway and Pit Equipment

- All elevator control equipment and buffers.
- 5. **Rails and Guides**
Guide rails, guide shoe gibs, and rollers
- 6. **Wiring**
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
- 7. **Door Equipment**
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
- 8. **Manual Freight Door Equipment**
Switches, retining cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
- 9. **Power Freight Door Equipment**
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retining cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
- 10. **Hydraulic System Accessories**
Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
- 11. **Signals and Accessories**
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.
- 12. **Car Equipment**
All elevator control system components on the car.

2. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

1. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests.

Regular Time Coverage - (Equipment coverage per the table on page 1)

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

Travel Time & Expenses

Purchaser will not be billed for travel time or expenses to and from the site for service requests covered under the scope of work.

4. TESTS

KONE will perform the following tests on the equipment as per the table on page 1 of this Agreement. KONE is not liable for any property damage or personal injury, including death, resulting from any test.

A pressure relief test and a yearly leakage test as required by applicable code.

5. EXCLUSIONS

The following are excluded from the scope of services:

A. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

B. OBSOLESCENCE

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software

module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

c. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not be obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING INTERIM CITY
MANAGER TO EXECUTE AMENDMENT NO. 1 TO PROFESSIONAL
SERVICES AGREEMENT WITH KONE INC., FOR CITYWIDE ELEVATOR
SERVICES

=====

WHEREAS, The Public Works Facilities Division has a professional services agreement with Kone Inc. for monitoring and maintaining all city-owned elevators with the original term from July 1, 2024 through June 30, 2025; and

WHEREAS, the agreement allowed for two (2) optional one (1)-year extensions, with the first extension ("Extension 1") being executed, and extended the term through June 30, 2026; and

WHEREAS, the original agreement was for \$60,000 and there is approximately \$3,200 remaining on the contract, which is insufficient to address anticipated needs through the current term; and

WHEREAS, if approved, Amendment No. 1 will increase the contract by \$40,000 for a total not-to-exceed amount of \$100,000; and

WHEREAS, Staff recommends authorizing the Interim City Manager to execute Amendment No. 1 to Professional Services Agreement with Kone Inc., for citywide elevator services, in the amount of \$40,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Interim City Manager to execute Amendment No. 1 to Professional Services Agreement with Kone Inc., for citywide elevator services, in the amount of \$40,000; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: December 3, 2025

=====

I hereby certify that Resolution No. 2025-__ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 3, 2025 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing Interim City Manager to Execute Additional Change Orders to 2025-27 Block Wall Repair Program (\$42,625), and Appropriating Funds (\$36,000) (PW)

MEETING DATE:

December 3, 2025

PREPARED BY:

Interim Public Works Director

RECOMMENDED ACTION:

Adopt a resolution authorizing Interim City Manager to execute additional change orders to 2025-27 Block Wall Repair Program in an amount not-to-exceed \$42,625, and appropriating funds in the amount of \$36,000.

BACKGROUND INFORMATION:

City block walls are occasionally damaged or destroyed by vehicle accidents or intentional vandalism. In 2014, staff implemented the Fence Repair Program in lieu of hiring a contractor on a case-by-case basis to avoid time delays and to minimize City liability. This project allows the City to retain a contractor on an "as-needed" basis to quickly respond to any necessary block wall repairs during Fiscal Years 2025/26 and 2026/27.

On April 16, 2025, Council approved specifications for this project and adopted Resolution 2025-052 authorizing the City Manager to award contract to lowest responsive bidder and execute change orders for a combined amount not-to-exceed \$50,000. The bid opening was held on May 14, 2025. The City received one bid from John Wait Masonry, Inc. of Lodi for \$42,625.00. The authorized change order authority was calculated to be \$7,375.00. The Notice to Proceed was executed on July 15, 2025. The adopted budgeted amount of \$25,000 was added to the contract for FY2025/26.

Since that time, the following six (6) work orders have been issued or are pending due to unforeseen accidents:

LOCATION	AMOUNT
Lower Sacramento Road (5056 Grand Fir Dr)	\$4,190.00
Mills Av. & Century Blvd. (1981 Century Blvd)	\$6,575.00
Yorktown Dr. (1973 Century Blvd)	\$6,400.00
Hutchins Street (422 W. Century Blvd/1605 Sutter Ln)	\$6,040.00
Rosegate Roundabout	\$9,960.00
<u>Rosegate Roundabout</u>	<u>\$11,965.00</u>
TOTAL	\$45,130.00

In order to provide for quick repair of block wall damages through the end of FY 2025/26, staff recommends adding funds in the amount of \$15,870 beyond the current work order totals. Pending Council approval, the

COUNCIL COMMUNICATION

City Manager shall be authorized to execute change orders for a total amount not to exceed \$50,000 (\$42,625 + \$7,350).

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

The project will have a minimal impact on total maintenance cost but will reduce the City's liability associated with the damaged walls by reducing repair response times. This project does not impact the General Fund.

FUNDING AVAILABLE:

Fiscal Year 2025/26 Budget:	
Measure K (30399000.77020)	\$25,000.00
Requested Allocation:	
Measure K (30399000.77020)	<u>\$36,000.00</u>
TOTAL	\$61,000.00

The additional change order authority will be utilized to add funding after the Fiscal Year 2026/27 budget is adopted.

Capital Improvement Program - Maintenance

FY 2025-2026

Maintenance Project: Reverse Frontage Wall Repair Program				Munis Project Code:		PWST-0007			#30	
Section I: Description		District Nos:	Citywide	Project Length					Priority	Normal
This project is to repair damaged CMU (concrete masonry unit) reverse frontage wall throughout the City.										
Justification/factor driving project										
This is a public wall maintenance project.										
Additional Information										
This is an annual contract. Of the \$52,588.06 FY 19/20 total, \$27,588.06(Const .ExtLabor .MK) was carried forward and \$25,000(Contracts) was FY 19/20 budget.										
Section II		Estimated Project Costs								
Expenditure	Prior Years	FY 24/25 Estimate	FY 25/26 Budget	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Future Yrs	Total	
Contracts	\$ 61,668	\$ 25,000	\$ 61,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		\$ 197,668	
Miscellaneous	\$ 689								\$ 689	
Total Capital Costs	\$ 62,357	\$ 25,000	\$ 61,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ 198,357	
Section III		Funding Sources/Methods of Financing								
Funding Source(s)	Prior Years	FY 24/25 Estimate	FY 25/26 Budget	FY 26/27	FY 27/28	FY 28/29	FY 29/30	Future Yrs	Total	
303 - Measure K Fund	\$ 62,357	\$ 25,000	\$ 61,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000		\$ 198,357	
Total Project Financing	\$ 62,357	\$ 25,000	\$ 61,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ -	\$ 198,357	

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING INTERIM CITY
MANAGER OR DESIGNEE TO EXECUTE ADDITIONAL CHANGE ORDERS
TO 2025-27 BLOCK WALL REPAIR PROGRAM, AND APPROPRIATING
FUNDS

=====

WHEREAS, City block walls are occasionally destroyed around town by vehicle accidents or intentional vandalism, therefore, in 2014, Staff implemented the Fence Repair Program in lieu of hiring a contractor on a case-by-case basis to avoid time delays and minimize City liability; and

WHEREAS, on April 16, 2025, Council approved specifications for this project and adopted Resolution 2025-052, authorizing the City Manager to award contract to lowest responsive bidder and execute change orders for a combined amount not-to-exceed \$50,000; and

WHEREAS, the contract was awarded to John Wait Masonry, Inc. of Lodi for \$42,625.00 and the authorized change order authority was calculated to be \$7,375.00; and

WHEREAS, due to unforeseen accidents, the change order authority is insufficient; and

WHEREAS, Staff recommends authorizing the Interim City Manager or designee to execute additional change orders to 2025-27 Block Wall Repair Program in an amount not-to-exceed \$42,625; and

WHEREAS, Staff further recommends appropriating funds in the amount of \$36,000 to Measure K (30399000.77020).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Interim City Manager or designee to execute additional change orders to 2025-27 Block Wall Repair Program in an amount not-to-exceed \$42,625; and

BE IT FURTHER RESOLVED, that the Lodi City Council does hereby appropriate funds in the amount of \$36,000 to Measure K (30399000.77020); and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: December 3, 2025

=====

I hereby certify that Resolution No. 2025-__ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 3, 2025 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing Interim City Manager to Execute Amendment No. 1 to Professional Services Agreement with Bickford Ventures Inc., dba Division 01 Construction Management Services of Lodi, for Construction Management Services for the City of Lodi Animal Shelter Project (\$75,000) (PW)

MEETING DATE:

December 3, 2025

PREPARED BY:

Interim Public Works Director

RECOMMENDED ACTION:

Adopt a Resolution Authorizing the Interim City Manager to execute Amendment No. 1 to the Professional Services Agreement with Bickford Ventures Inc., dba Division 01 Construction Management Services of Lodi, for Construction Management Services for the City of Lodi Animal Shelter Project in the amount of \$75,000.

BACKGROUND INFORMATION:

On June 5, 2024, City Council approved a Professional Services Agreement with Bickford Ventures Inc. for construction management and inspection services for the City of Lodi Animal Services Facility in the amount of \$227,226. The scope of work includes project management services, quality assurance testing, special inspection and related laboratory services related to the project.

Throughout the course of the Animal Services Facility project, various unforeseen circumstances have impacted construction timelines and caused the project to extend further out than the original scope of work identified. There have also been additional material testing services that have been required due to those unforeseen circumstances. As a result of these changes in project scope, Bickford Ventures has exhausted the original budget allocated for professional services, with work still to be completed on the project. Amending the existing Professional Services Agreement would allow Bickford Ventures to continue providing the necessary professional services, testing, and laboratory services necessary to complete the project.

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

Amendment No. 1 will add an additional \$75,000 to the existing amount of \$227,126, for a total amount of \$302,126, which is still below the project's contingency amount.

FUNDING AVAILABLE:

Funding was included in the project contingency.

AMENDMENT NO. 1

BICKFORD VENTURES, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 1"), is made and entered this ____ day of _____, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BICKFORD VENTURES, INC. a California corporation doing business as DIVISION 1 CONSTRUCTION MANAGEMENT SERVICES (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Construction Management Services for the City of Lodi Animal Shelter on August 2, 2024, (the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to increase the fees by an amount not-to-exceed \$75,000, for a total not-to-exceed amount of \$302,126 as set forth in Exhibit 2; 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. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called "CITY"

BICKFORD VENTURES, INC., a California
corporation doing business as DIVISION 1
CONSTRUCTION MANAGEMENT SERVICES
hereinabove called "CONTRACTOR"


JAMES LINDSAY
Acting City Manager

Name: PAUL BICKFORD
Title: President

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

for KATIE O. LUCCHESI
City Attorney 

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on August 2, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BICKFORD VENTURES, INC. a California corporation doing business as DIVISION 1 CONSTRUCTION MANAGEMENT SERVICES (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 Construction Management Services for the City of Lodi Animal Shelter (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A/B. 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/B.

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/B) 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 June 1, 2024, and terminates upon the completion of the Scope of Services or on September 31, 2025, whichever occurs first.

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 in Exhibit A/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 Prevailing Wage

The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

Section 3.3 Contractor Registration – Labor Code §1725.5

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 3.4 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 3.5 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 3.6 (AB 626) Public Contract Code Section 9204 – Public Works Project Contract Dispute Resolution Procedure

Section 9204 of the California Public Contract Code (the "Code") provides a claim resolution process for "Public Works Project" contracts, as defined, which is hereby incorporated by this reference, and summarized in the following:

Definitions:

"Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a Public Works Project.
- (B) Payment of money or damages arising from work done by, or on behalf of, a contractor pursuant to a contract for a Public Works Project and payment for which is not otherwise expressly provided or to which a claimant is not otherwise entitled.
- (C) Payment of an amount that is disputed by the City.

"Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

Claim Resolution Process:

(1) All Claims must be properly submitted pursuant to the Code and include reasonable documentation supporting the Claim. Upon receipt of a Claim, the City will conduct a reasonable review, and within a period not to exceed 45 days, will provide the claimant a written statement identifying the disputed and undisputed portions of the Claim. The City and contractor may, by mutual agreement, extend the time periods in which to review and respond to a Claim. If the City fails to issue a written statement, paragraph (3) applies.

Any payment due on a portion of the Claim deemed not in dispute by the City will be processed and made within 60 days after the City issues its written statement.

(2) If the claimant disputes the City's response, or if the City fails to respond to a Claim within the time prescribed in the Code, the claimant may demand in writing, by registered mail or certified mail, return receipt requested, an informal conference to meet and confer for settlement of the issues in dispute, which will be conducted within 30 days of receipt.

If the Claim or any portion thereof remains in dispute after the meet and confer conference, the City will provide the claimant a written statement, within 10 business days, identifying the remaining disputed and undisputed portions of the Claim. Any payment due on an undisputed portion of the Claim will be processed and made within

60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, as set forth in the Code, unless mutually waived and agreed, in writing, to proceed directly to a civil action or binding arbitration, as applicable.

(3) A Claim that is not responded to within the time requirements set forth in the Code is deemed rejected in its entirety. A Claim that is denied by reason of such failure does not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by the Code will bear interest at 7 percent per annum.

(5) Subcontractors or lower tier subcontractors that lack legal standing or privity of contract to assert a Claim directly against the City, may request in writing, on their behalf or the behalf of a lower tier subcontractor, that the contractor present a Claim to the City for work performed by the subcontractor or lower tier subcontractor. The request shall be accompanied by reasonable documentation to support the Claim. Within 45 days of receipt of such written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the Claim to the City and, if the original contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

The Claim resolution procedures and timelines set forth in the Code are in addition to any other change order, claim, and dispute resolution procedures and requirements set forth in the City contract documents, to the extent that they are not in conflict with the timeframes and procedures the Code.

Section 3.7 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: Charles Swimley

To CONTRACTOR: Bickford Ventures, Inc. dba Division 1 CMS
 221 W. Oak Street, Ste B
 Lodi, CA 9540
 Attn: Paul Bickford

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

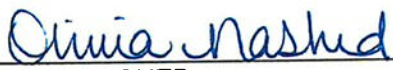
☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

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.

ATTEST:


OLIVIA NASHED
City Clerk

CITY OF LODI, a municipal corporation


SCOTT R. CARNEY
City Manager

APPROVED AS TO FORM:
KATIE O. LUCCHESI, City Attorney

By: 

BICKFORD VENTURES, a California corporation,
doing business as DIVISION 1 CONSTRUCTION
MANAGEMENT SERVICES

By:  7/7/2024
Name: PAUL BICKFORD
Title: President

Attachments:

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

Funding Source: _____
(Business Unit & Account No.)

Doc ID:file:///\\cvcfilv02\pubwks\$\WP\PROJECTS\PSA's\2024\Division%2001\PSA.doc

CA:Rev.05.2024.V5



Construction Management Services Proposal
City of Lodi
Lodi Animal Shelter

221 W. Oak St Suite B
Lodi, CA 95240
Principal Contact: Paul Bickford, Owner
Phone: (209) 330-0158
Email: paul@division01cms.com

Table of Contents

Contents

- Cover Letter / General Information
- Executive Summary
- Summary of Qualifications
- Cost Proposal / Rates
- Division 01 projection of hours and breakdown
- Terracon Inc, proposal, scope and rates



1. Cover Letter / General Information

April 16, 2024

City of Lodi
Public Works Department
Attn: Charles Swimley
221 W. Pine St.
PO Box 3006
Lodi, Ca 95241-1910

RE : Construction Management Services Proposal for the City of Lodi Animal Shelter

Dear Charles Swimley,

Thank you for considering Division 01 Construction Management Services as a candidate for your construction management services. Our team is committed to placing the City of Lodi and the Lodi Animal Shelter in the best interest at the forefront of every decision we make. The City will benefit from our exceptional services, experience and consistent professional environment. We thoroughly understand the services you're seeking and feel confident in our ability and experience to help you complete this project successfully in accordance with your objectives of safety, cost, time, and quality.

Division 01 recognizes the City's needs and goals. We understand that the City is looking for a partner and extension of its team. We are confident that Division 01 can fill that need.

Division 01 Construction Management Services provides a full range of services and resources from the earliest planning stages through final project closeout. Our goal is to relieve the City of Lodi, Lodi Animal Shelter staff and the Architect of the daily routine associated with project management while keeping you abreast of progress and key issue developments. This ensures that your scope, quality, safety, cost and schedule objectives are achieved.

Bid Time, our team will be present for pre-bid conferences, job site walks, bid evaluations as well as help with contract negotiations. And finally, we will provide a recommendation for award and assist in the construction contract process to create a seamless transition to on-site construction.

Construction Phase, will be in accordance with and follow the requirements listed in the RFP dated 4/1/24 to include Project Management Services, Quality Assurance testing, Special Inspection and related Laboratory Services.

Through the final stage of the project's closeout and occupancy, Division 01 will assist with final inspections, punch list creation, corrective actions as necessary, notice of completion, review of warranties and O&M's, as built drawings, and final project accounting, including final project approval.

Specific inclusions:

- Paul Bickford Is owner/President of Division 01 CMS and is **authorized signer to bind** Division 01 CMS contractually.
- This proposal from Division 01 CMS for the City of Lodi and the Lodi Animal Shelter project is **good for 60 days** from the bid date of April 18, 2024.
- Division 01 CMS is **willing to perform services as described in the RFP.**
- Proposer has **staff and other required resources available for performing all services and deliverables** within the RFP.

Please feel free to contact Paul Bickford directly at c-(209) 224-7040, o-(209) 330-0158, or Paul@division01cms.com if you have any questions or need any further clarifications.

Legal Structure: Bickford Ventures, Inc is DBA Division 01 Construction Management Services.
EIN # 82-176285

2. Executive Summary

1. Type of Business and number of years.
 - a. S-Corporation "Bickford Ventures Inc, DBA Division 01 Construction Management Services.
 - b. Division 01 Construction Management Services has been providing construction management services to public agency clients since April 2017, (7 years). Each team member has an extensive history and experience with public agency clients ranging from the last 10 years to 40+ years.
2. California business, professional, or specialty license. License number and FEIN
 - a. Paul Bickford, President of Division 01 Construction Management Service
 - b. Paul Bickford has two (2) active General contractor's license(s). License numbers 838586 and 1108846. However, this license will not be necessary nor used or required for the purpose of this RFP.
 - c. Division 01 Construction Management Services holds a business license.
 - d. Our FEIN is 82-1762857
3. Location of Proposer's office
 - a. Physical address of office: 221 W Oak St. Suite B, Lodi, CA 95240
 - b. Business Mailing address: PO Box 771. Lockeford. CA 95237
4. Staffing
 - a. **Paul Bickford is available for immediate assignment and will be your primary point of contact and initially the primary onsite representative. This will continue until satisfactory staffing needs are evaluated and the team is in place.**
 - b. **Denise Wiman / Miguel Vilamontes**, will work in cadence with the team including necessary site visits to familiarize themselves with the project site. Attending meetings virtually or in person as necessary. Monitor, distribute and e-file documents as required.
 - c. **Colton Bickford**, is available for additional support and project oversight as needed.
5. Insurance: Division 01 is aware of the insurance as required by the City of Lodi and will provide documents upon acceptance of proposal.
 - a. Commercial General Liability, Professional Liability (E&O), Commercial Auto and Workers Compensation.
6. Our geographic area of coverage
 - a. **Division 01 and Terracon Inc, are both local companies of Lodi.** We can provide prompt response times as well as keep travel hours to a minimum.
7. Ensuring proper responsiveness to City Staff and project requirements
 - a. As stated above, we believe strongly in communication. We plan to utilize this approach in face-to-face meetings, video conferences, and file sharing as best suited for the situation.



Paul Bickford
**President & Senior Construction
Manager**



Certifications

Contractor's License
#838586

OSHA 10

Affiliations

USMC

Member of Rotary
International

Member of Lions
International

Trainings

LEED course study

Project Management
UCD Extension

Primavera Scheduling

Construction
Management
Professional Courses

Summary of Qualifications

Paul Bickford has 45+ years in the construction industry providing him an in depth knowledge of construction. Self performing trades of concrete and framing in the 70's & 80's, General Contractors License in 1991 (624843) and 2004 (838586), SR project manager for Diede Construction 1997-2016. 90% of projects being public works projects during that time. From modernization to new construction, over 200 projects ranging from \$100,000's to \$20M, for different entities and all phases of construction including pre-design to project closeout. Spending most of his career on the contractor side of projects provides a unique problem solving mindset and knowledge.

Paul created Division 01 Construction Management Services in April of 2017. Using 4 decades of experience as a contractor to now identifying the need for information and communication in the bid documents, estimating and budget control, oversight of construction, quality control and negotiations for the owners and to assist contractors to both be succesful. "Proud to say that after 40+ years in the trades I can call upon "every" owner, Architect, Inspector and Contractor I have worked with in my career for a favorable reference". Honor and integrity is not just a logo on the wall, it's how we do business.

Animal Shelter Experience:

In my career, I have had the opportunity to gain some personal experience in the construction management of two animal services facilities. In my capacity as project manager for the general contractor I personally managed the day-to-day project management of a new 30,000 sq. ft. Animal Services Facility in Stanislaus County. That project was a design/build project where LDA was our designer. I also was the Sr Project Manager participating in completion of a second Design/Build Animal Shelter for the City of Manteca, again working with LDA.

Recent and Current Division 01 CMS projects.

Typical services include assisting the owner and design team with Constructability review, Bid Process, Contract negotiations, Course of construction PM/CM duties.

Modesto Childrens Museum

Conversion of existing restaurant/bar to two story Children's Museum. \$3.5M construction contract. Completed Fall of 2023

Stanislaus County

Currently assisting Stanislaus County on 4 new projects. All are currently in design phase.

Probation Security Electronics upgrade \$3M construction budget.

Harvest Hall Tennant improvement \$3M construction budget.

Salida Library Circulation Tennant Improvement (T.I.) \$1M construction budget.

Modesto Library T.I. \$20M budget.

Manteca Fire Station #5: A 7,000 sq. ft. Design/Build, Fire Station with a contract budget of \$4,5M. Design Build team of CT Brayton and WLC Architects. Providing up front administrative services with the bridging document review, bid document preparation, Design Build Team selection, Value Engineering, Award, Contract Document preparation and providing oversight of construction activities, schedules and cost controls.



Cost Proposal Hourly Labor Rates and Detail

Mr. Swimley, thank you for the request for proposal and opportunity for Division 01 CMS (Construction Management Services) to provide services.

Proposal Estimate and Scope

Scope:

Services provided in "complete" accordance with and as outlined in the City of Lodi Request for Proposal dated 4/1/24. For construction management (CM) services, quality assurance testing, inspection and related laboratory services.

Proposal – "Estimated" Total Budget:

\$227,126.45

Inclusive of CM Services, Quality assurance, Special inspection and laboratory services based on the information provided in the 4/1/23 RFP.

Hourly labor rates are provided below.

Information utilized from the RFP for this proposal.

- Approximate construction cost estimate of \$11,600,000.
- Approximately 14,000 square Feet
- Construction plans dated 11/6/23 "Plan Check Submittal #4".
- Construction period **450 calendar days**. Potential start of construction on May 1st, 2024 thru Substantial Completion of July 2025. With closeout (punch list/documents & financial closeout) through September 2025

Additional information.

- Division 01 CMS will contract, coordinate and manage quality assurance testing, inspection and laboratory services utilizing Terracon Consultants Inc.

Note from Terracon*- As you review this proposal, keep in mind, the total estimated hours can be much less or exceed these estimates, due to circumstances out of Terracon's control due to manpower in welding shops, weather related events, and contractor scheduling, etc. at each phase or portion of work. Our goal though, is to always to use multi certified inspectors on site when possible, to maximize inspection efficiency, while minimizing inspection costs to our client, and to always make every effort to come in under budget and our client completely satisfied. When you're happy, we're happy.

Project Staffing and Key Personnel (Reference Executive Summary)

Final Staffing will continue to adapt with the project and will include input and agreement of the City.

Lodi Animal Shelter		Consultant Estimating						
	4/9/2024	# of						
Description	Hours per week	occurrence	Days	Weeks	Months	Total hours	Rate	Total
Design/ Bid Phase				4	1			
Review Scopes and proposal	10	1				10	\$ 165.00	\$ 1,650.00
							\$	-
							\$	-
							\$	-
Subtotals						10		\$ 1,650.00
Construction Phase				64	15		\$ -	\$ -
Weekly site visits. PB (4 trips per week, est min 1 hour)	4					256	\$ 165.00	\$ 42,240.00
Weekly OAC meeting	2					128	\$ 165.00	\$ 21,120.00
Administration, RFI, submittal, PCO, permittin	5					320	\$ 150.00	\$ 48,000.00
Pay application review (once a month, back at	1.5				17	25.5	\$ 165.00	\$ 4,207.50
Office administration and support	5					320	\$ 90.00	\$ 28,800.00
						0	\$ -	\$ -
						704		\$ 144,367.50
Close out period				9	2			\$ -
warranty, submittals, payments, as-builts	15					135	\$ 165.00	\$ 22,275.00
punch list preparation and follow up.								\$ -
Final payment review and approval								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
						135		\$ 22,275.00
Totals	11.03	47.17		77	18	849		\$ 168,292.50
Subconsultants	Lump Sum						Rate	
Terracon							7%	
Total estimated value								
breakdown								
Average Per month for 15 months							\$9,349.58	Just Div 01
Terracon					Terracon Estimate	Division 01 Mark Up		
Construction testing and inspection					\$54,985.00	7%	\$3,848.95	\$ 58,833.95
Terracon +Div 01 markup Subtotals								\$ 58,833.95
Division 01 only Subtotals								\$ 168,292.50
Estimated total Contract Value								

Not-To-Exceed \$227 126 45



March 20, 2024 **(Revised April 4, 2024)**

Division 1 Construction Management Services
PO Box 771
Lockeford CA 95237

Attn: Paul Bickford
(209) 242-0545
Paul@division01cms.com

Re: Proposal for Materials Testing, Special Inspection
Lodi Animal Shelter
1041 Auto Center Rd
Lodi, CA 95240
Terracon Proposal No. PNA241083

Dear Mr. Bickford:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction materials testing and special inspection services for the Lodi Animal Shelter. Our proposal includes an outline of the project information, our proposed scope of services, estimated quantities, unit rates, and a total estimated fee for our services.

1.0 CAPABILITIES AND EXPERIENCE

Construction Materials Testing & Special Inspection Services

Our team of inspectors and technicians are experienced with providing materials testing, special inspections and/or observations of concrete, soils, aggregate, masonry, structural steel, foundations, fireproofing, and asphalt pavement in the local area and are familiar with the recognized building jurisdiction requirements.

Laboratory Capabilities

Our laboratory is accredited by AASHTO which is recognized by ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection. The scope of accreditation includes the field of Soils, Aggregates, Portland Cement Concrete, and Hot Mix Asphalt. As a requirement of accreditation, we regularly participate in the Proficiency Sample Programs of both AASHTO and the Concrete and Cement Reference Laboratory (CCRL). Our office includes a fully equipped laboratory and employs engineering technicians and special inspectors certified by the

- Accredited by American Association of State Highway Transportation (AASHTO re:source)
- Inspected by Concrete and Cement Reference Laboratory (CCRL)
- Validated by United States Army Corps of Engineers (USACE)
- Validated by Department of State Architect (DSA)
- Caltrans Certified

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American Concrete Institute (ACI), National Institute for Certification in Engineering Technologies (NICET), American Welding Society (AWS), and the International Code Council (ICC). We provide a rigorous internal training program where our staff are evaluated in specific field and laboratory test procedures by internal Terracon auditors and external agencies.

2.0 PROJECT INFORMATION

Our understanding of the required construction materials testing and special inspection services for this project is based upon the following information:

- Architectural Sheets by LDA Designers & Architects dated 11/06/2023;
- Civil Sheets by RSC Engineering dated 10/18/2023;
- Structural Sheets by JH Lawder, Inc dated 10/18/2023;
- Geotechnical Engineering Report by Krazan dated September 28, 2022.

Pertinent project information is summarized below:

Item	Description
Location	1041 Auto Center Rd in Lodi, CA 95240
Size	The site encompasses a gross area of approximately 2.45 acres
Project Description	We understand the project consists of the construction of a 12,500 SF commercial animal services facility with an additional 3,800 SF of covered spaces. The building is a single-story masonry building with steel framed roof deck and will be supported by a shallow foundation and thickened edge slab on grade.
Geotechnical Investigation	Geotechnical Engineering Report, Created by Krazan & Associates Inc Lodi Animal Shelter dated September 28, 2022.
Site Improvements	Additional site improvements include an ADA ramp, concrete site walks, utility trenching, and other associated improvements.

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Proposal for Construction Materials Testing & Special Inspection

Lodi Animal Shelter ■ Lodi, California

March 20, 2024 (Revised 4.04.2024) ■ Proposal No. PNA241083



3.0 SCOPE OF SERVICES

Terracon proposes to provide materials testing and special inspection services as summarized below:

Item	Description
Earthwork	Terracon will obtain samples for laboratory tests, perform in-place field density testing and perform periodic or full-time observations for foundation backfill, slab subgrade, select fill, utility backfill, wall backfill, and pavement subgrade and base course.
Foundations	Terracon will observe construction of shallow foundations. Terracon will perform the following: <ul style="list-style-type: none">▪ Observe installation of the foundations to verify conformance with the specifications; Other pertinent data can be detailed during the pre-construction specification and review meeting, if requested;▪ Notify the contractor's representative of anomalies, or deviations from the specifications.
Concrete Formwork and Reinforcing Steel	Prior to concrete placement, formwork and reinforcing steel for foundations and slabs, and other structural elements will be observed by Terracon. Our observations will include the following: <ul style="list-style-type: none">▪ Formwork dimensions;▪ Reinforcing steel size, grade, spacing, cover, position, splices, condition, and supports; and▪ Installation of embeds.
Concrete	During concrete placements, observation, sampling, and testing will be performed by Terracon for the concrete used for foundations, slabs, and other elements. The concrete will be sampled and tested for slump and temperature at the time of placement. Testing will be performed in general accordance with project plans and specifications. <ul style="list-style-type: none">▪ Verification of approved design mix;▪ Provide observations of placement procedures, consolidation, and curing and protection; and▪ Cast 1 set of 5 (4-inch by 8-inch) cylinders for each 150 cubic yards or fraction thereof.
Masonry	Terracon will observe the placement of masonry units and reinforcing steel, observe grout spaces, and provide continuous observation during grouting. <ul style="list-style-type: none">▪ 1 set of 3 grout compressive strength samples will be obtained for each 5,000 square feet of wall constructed.▪ 1 set of 3 CMU Prisms or CMU units for compressive strength testing will be obtained for each 5,000 square feet of wall constructed.

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Proposal for Construction Materials Testing & Special Inspection

Lodi Animal Shelter ■ Lodi, California

March 20, 2024 (Revised 4.04.2024) ■ Proposal No. PNA241083



Item	Description
Structural Steel	Terracon will perform observations as required for field welded and high strength bolting connections. Terracon has assumed that the steel fabrication will be performed by an "approved" fabricator. Fabrication shop observations can be provided if requested. Fabrication shop observations are considered an additional scope of service and will be invoiced on a time and materials basis if needed.
Wood Framing	Terracon will observe and document nailing, bolting, anchoring, and other fastening components for the seismic force resisting system in accordance with contract drawings and the specifications.
Post-Installed Anchors	Terracon will observe and document the post installation of bolts, rebar, threaded rod, and other anchorage systems including observations of materials, hole depth and diameter, cleaning, epoxy preparation, and embedment depth in accordance with contract drawings and the manufacturer's specifications.
Project Management	<p>A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to final submittal. The project manager will be responsible for the project budget, communicating with the contractor regarding schedule, deviations, and documenting the resolution of outstanding deviations.</p> <p>To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.</p>

Commitment to Timely Report Turnaround:

We understand the importance of report turnaround to our clients and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and handwritten draft reports are available at the end of each day;
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing;
- Final reports without non-conformances will be provided within five business days;
- Final laboratory test reports will be provided within two days of test completion.

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Proposal for Construction Materials Testing & Special Inspection

Lodi Animal Shelter ■ Lodi, California

March 20, 2024 (Revised 4.04.2024) ■ Proposal No. PNA241083



Terracon Field Representative: In addition to the above services, our field personnel will provide the following services during their visit:

- Check in with the project general superintendent upon arrival on-site;
- Confirm that current approved construction documents are available during our visit;
- Notify the general contractor of our field observations and test results prior to leaving the site;
- Submit a written draft report to the Terracon project manager for review;
- Our field personnel have the right to decline work if they believe the conditions are not safe.

Scheduling of Services: We understand that the client may not be involved with scheduling our services; this is typically the responsibility of the general contractor. We request that the following information be passed on to whom will be responsible for scheduling our services.

- Scheduling testing services must be requested no later than 12:00 pm on the business day preceding the work;
- For structural steel testing and observations, we request 72 hours' notice;
- Scheduling is performed through our dispatcher by directly emailing our dispatcher at noa-scheduling@terracon.com or calling the dispatch direct line at (209) 263-0593;
- Cancellation of services should be done prior to a Terracon representative mobilizing to the project. Failure to do so will result in a cancellation fee;
- Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project;
- Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed;

4.0 COMPENSATION

Based on the project information available for our review, our time and materials estimated budget to perform the proposed scope of services is **\$54,985.00**. A summary of our unit rates estimated quantities, and the resulting costs is included on the attached Fee Estimate. Fees for services provided will be based on the unit rates shown in that exhibit. Please note that this is only a budget estimate and not a not-to-exceed price. Any additional out of scope items will be performed within accordance with our current fee schedule.

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Proposal for Construction Materials Testing & Special Inspection

Lodi Animal Shelter ■ Lodi, California

March 20, 2024 (Revised 4.04.2024) ■ Proposal No. PNA241083



Many factors, including those out of our control, such as weather and the contractor's schedule including overtime and weekend work, and the need for re-testing will dictate the final fee for our services. We will not exceed our budget without first notifying you and providing a summary of work performed to date and remaining work. We will track the costs of re-testing, stand-by time, and cancellations separately.

5.0 ASSUMPTIONS

- The project is subject to California Prevailing Wage law;
- Our fees for trips to the site will be charged portal to portal;
- This project is located approximately 2 miles from our closest office with a laboratory (Lodi). Typical travel time is 3 minutes, each way. No trip charges or mileage will be charged from our office to project site. If there are offsite meetings or shop inspections, that travel time will be billed at the regular hourly rate for the service provided;
- Time will be charged in 2, 4 and 8-hour increments for earthwork/asphalt observations, and 4 and 8-hour increments for special inspection ACI/ICC/CWI observations, with a 2-hour minimum charge to all on-site hourly unit rates;
- Time worked on-site in excess of 8 hours per day and Saturdays will be charged at 1.5 times the hourly rate. Time worked on Holidays, Sundays and for Saturdays after 8 hours, or weekdays after 12 hours will be charged at 2 times the hourly rate.;
- We have assumed that contractors on the site will work a single shift, typical schedule of 5 days per week;
- Terracon's services specifically exclude job site safety responsibility;
- Our services do not relieve any contractor/subcontractor from complying with project plans and specifications; and,
- Invoices for the project will be submitted on a bi-monthly basis. Requirements relative to invoicing must be provided prior to the start of work so that payments to Terracon can be made in the appropriate time frames discussed below.

6.0 AUTHORIZATION

This proposal may be accepted by executing the attached Agreement for Services (AFS). Please be aware that we will be unable to distribute field and laboratory reports until a signed contract is received. This proposal is valid only if authorized within 45 days from the proposal date.

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Proposal for Construction Materials Testing & Special Inspection

Lodi Animal Shelter ■ Lodi, California

March 20, 2024 (Revised 4.04.2024) ■ Proposal No. PNA241083



We appreciate the opportunity to provide this proposal and look forward to working with you.
Please give us a call if you have any questions or comments regarding this proposal.

Sincerely,

TERRACON CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'Troy M. Schiess'.

Troy M. Schiess, P.E.
Principal
Office Manager

Cheryl L. Juels
Materials Dept. Group & Project Manager
AWS/ICC/ACI/DSA Senior Inspector

Copies to: Paul@division01cms.com
Attachments: Fee Estimate
Agreement for Services

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Fee Estimate						
Materials Services						
Lodi Animal Shelter						
Terracon Proposal No. PNA241083						
DESCRIPTION	RATE	QTY	UNITS	TRIPS	TOTAL QTY	TOTAL
1.0 SPECIAL INSPECTION & TESTING						
1.1 Field Density Testing						
PW Group 3 - Field Engineering Technician	\$ 125.00	4	hours	10	40	\$ 5,000.00
PE/PM Report Review Fee	\$ 90.00	1	each	10	10	\$ 900.00
Nuclear Gauge(Equipment)	\$ 45.00	1	days	10	10	\$ 450.00
Sub Total						\$ 6,350.00
1.2 Reinforcing Steel Inspection						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4	hours	4	16	\$ 2,160.00
PE/PM Report Review Fee	\$ 90.00	1	each	4	4	\$ 360.00
Sub Total						\$ 2,520.00
1.3 Concrete Inspection & Testing						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	8	hours	6	48	\$ 6,480.00
PE/PM Report Review Fee	\$ 90.00	1	each	6	6	\$ 540.00
Sub Total						\$ 7,020.00
1.4 Masonry Inspection & Testing						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4	hours	20	80	\$ 10,800.00
PE/PM Report Review Fee	\$ 90.00	1	each	20	20	\$ 1,800.00
Sub Total						\$ 12,600.00
1.5 Post Installed Anchors- Epoxy/Torque Inspection						
PW Group 4 - Engineering Technician	\$ 120.00	4	hours	4	16	\$ 1,920.00
PE/PM Report Review Fee	\$ 90.00	1	each	4	4	\$ 360.00
Sub Total						\$ 2,280.00
1.6 Wood Structural Framing Inspection						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4	hours	4	16	\$ 2,160.00
PE/PM Report Review Fee	\$ 90.00	1	each	4	4	\$ 360.00
Sub Total						\$ 2,520.00
1.7 High Strength Bolting						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4	hours	4	16	\$ 2,160.00
PE/PM Report Review Fee	\$ 90.00	1	each	4	4	\$ 360.00
Sub Total						\$ 2,520.00
1.8 Welding - Shop Fabrication Inspection						
PW Group 2 - Certified ICC/AWS Inspector	\$ 135.00	4	hours	8	32	\$ 4,320.00
Trip Charge - Welding Fabricator (within 25 miles)	\$ 60.00	1	trips	8	8	\$ 480.00
PE/PM Report Review Fee	\$ 90.00	1	each	8	8	\$ 720.00
Sub Total						\$ 5,520.00
1.9 Welding - Field Erection Inspection						
PW Group 1 - Certified AWS/NDT Inspector	\$ 140.00	8	hours	4	32	\$ 4,480.00
PE/PM Report Review Fee	\$ 90.00	1	each	4	4	\$ 360.00
Sub Total						\$ 4,840.00
1.1 Sample Pick Up						
PW Group 4 - Engineering Technician	\$ 120.00	2	hours	6	12	\$ 1,440.00
Sub Total						\$ 1,440.00
1.11 Laboratory Testing						
Modified Proctor	\$ 285.00	3	tests	1	3	\$ 855.00
Compressive Strength of 4" x 8" Concrete Cylinder	\$ 30.00	35	tests	1	35	\$ 1,050.00
Compressive Strength of 3x6 inch Grout Prism	\$ 45.00	16	tests	1	16	\$ 720.00
Compressive Strength of 3 inch Mortar Cylinder	\$ 45.00	12	tests	1	12	\$ 540.00

Compressive Strength of Grouted Masonry Block Prism	\$ 275.00	3 tests	1	3	\$ 825.00
Compressive Strength High Strength Grout 2 inch Cubes	\$ 45.00	6 tests	1	6	\$ 270.00
Sub Total					\$ 4,260.00
1.12 Special Equipment Charges					
Insulated Sample Storage Container	\$ 100.00	1 each	1	1	\$ 100.00
Skidmore Testing - High Strength Bolts (Set of 3)	\$ 295.00	3 each	1	3	\$ 885.00
Sub Total					\$ 985.00
1.13 Professional & Project Management					
Admin / Clerical / Dispatch	\$ 90.00	3 hours	1	3	\$ 270.00
Sr. Admin / PW Administrator	\$ 105.00	2 hours	1	2	\$ 210.00
Project Manager / Coordinator	\$ 150.00	4 hours	1	4	\$ 600.00
Senior PE / APR / Geotech Report Review	\$ 225.00	2 hours	1	2	\$ 450.00
Final Letter of Complainece	\$ 350.00	1 each	1	1	\$ 350.00
Pad Certification Letter	\$ 250.00	1 each	1	1	\$ 250.00
Sub Total					\$ 2,130.00
TOTAL					\$ 54,985.00

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Division 1 Construction Management Services ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lodi Animal Shelter project ("Project"), as described in Consultant's Proposal dated 02/29/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$250,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to California law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

Client: **Division 1 Construction Management Services**

By:  Date: **4/4/2024**

By: _____ Date: _____

Name/Title: **Troy Michael Schiess / Office Manager III**

Name/Title: **Paul Blickford /**

Address: **902 Industrial Way**

Address: **PO Box 771**
Lodi, CA 95240-3106
Lockeford, CA 95237

Phone: **(209) 367-3701** Fax: **(209) 333-8303**

Phone: **(209) 242-0545** Fax: _____

Email: **Troy.Schiess@terracon.com**

Email: **paul@division01cms.com**



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 Environmental Contractors and/or Consultants

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage 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, their agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** ISO 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:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance 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. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than **\$2,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or 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. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions

- A. The General Liability, Automobile Liability, Contractors Pollution Liability, and/or Asbestos Pollution policies are to contain, or be endorsed to contain, the following provisions:
 1. **The City of Lodi, its officers, officials, employees, and volunteers are to be covered as additional insureds** 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, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
 2. For any claims related to this project, **the Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
 3. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

- B. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.
- C. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
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 Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
 4. A copy of the claims reporting requirements must be submitted to the City for review.
 5. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII if admitted in the State of California.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the **Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages 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 Contractor'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.

Waiver of Subrogation

Contractor hereby grants to City a waiver of subrogation which any insurer may acquire against City, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. 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 has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Duration of Coverage

CGL & Excess liability policies for any construction related work, including, but not limited to, maintenance, service, or repair work, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



October 8, 2025

City of Lodi
Attn: Charlie Swimley
221 W. Pine St.
Lodi, Ca. 95240
RE: Lodi Animal Shelter Project - Construction Management Services

Subject: **Contract Amendment**

Dear Charlie,

As discussed, Division 01 Construction Management Services (CMS) is requesting additional funding to our agreement for the following reasons. Terracon has exceeded its budget for special inspection within the Division 01 CMS agreement with the City of Lodi. The budgets are established based on estimates of inspection needs. The contractors schedule and sequence of work impact the budget. All inspections performed are required by the Building Code. As well as, to date, an additional 78 days have been added to the project schedule which affects our estimated time for construction management.

Terracon's contract amount is \$58,833.95. They have billed to date a total of \$70,662.32. Division 01 CMS's contract is \$168,292.50 with a billed to date amount of \$131,147.40. Our contract balance is only \$25,316.73. Currently, there are approximately six (6) construction months remaining (7 months of billing) based on the completion date of February 13, 2026. Additional Terracon inspections will still be needed through the duration of the project.

Currently, we are requesting an additional \$75,000 to be added to our contract. This will cover the Terracon overage, the remaining Terracon code required inspections and Division 01 time to complete the construction and close-out time.

We appreciate your time and consideration in our request. We look forward to continuing our valued working relationship.

Sincerely,

A handwritten signature in black ink that reads "Paul Bickford".

Paul H. Bickford
President – Owner
Mailing Address: 221 W. Oak St. Suite B. Lodi CA 95240
Mobile: (209) 224-7040
Paul@division01cms.com

Legal Structure: Bickford Ventures, Inc is DBA Division 01 Construction Management Services.
EIN # 82-176285

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING INTERIM CITY
MANAGER TO EXECUTE AMENDMENT NO. 1 TO PROFESSIONAL
SERVICES AGREEMENT WITH BICKFORD VENTURES INC., DBA DIVISION
01 CONSTRUCTION MANAGEMENT SERVICES OF LODI, FOR
CONSTRUCTION MANAGEMENT SERVICES FOR THE CITY OF LODI
ANIMAL SHELTER PROJECT

=====

WHEREAS, on June 5, 2024, City Council approved a Professional Services Agreement with Bickford Ventures Inc. for construction management and inspection services for the City of Lodi Animal Services Facility in the amount of \$227,226; and

WHEREAS, the scope of work includes project management services, quality assurance testing, special inspection and related laboratory services related to the project; and

WHEREAS, throughout the course of the Animal Services Facility project, various unforeseen circumstances have impacted construction timelines and caused the project to extend further out than the original scope of work identified; and

WHEREAS, as a result of these changes in project scope, Bickford Ventures has exceeded the original budget allocated for professional services, with work still to be completed on the project; and

WHEREAS, if approved, Amendment No. 1 will increase the contract by \$75,000 for a total not-to-exceed amount of \$302,126; and

WHEREAS, Staff recommends authorizing the Interim City Manager to execute Amendment No. 1 to the Professional Services Agreement with Bickford Ventures Inc., dba Division 01 Construction Management Services of Lodi, for Construction Management Services for the City of Lodi Animal Shelter Project in the amount of \$75,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Interim City Manager to execute Amendment No. 1 to the Professional Services Agreement with Bickford Ventures Inc., dba Division 01 Construction Management Services of Lodi, for Construction Management Services for the City of Lodi Animal Shelter Project in the amount of \$75,000; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: December 3, 2025

=====

I hereby certify that Resolution No. 2025-__ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 3, 2025 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing the Purchase of Two 35-Foot Compressed Natural Gas, Low-Floor Buses from Gillig, LLC, of Livermore (Not-to-Exceed \$1,750,000), Utilizing Washington State Department of Enterprise Services Cooperative Purchasing Agreement (Master Contract No. 06719), Appropriating Additional funds (\$400,000) and Authorizing Interim City Manager to Execute All Necessary Documents (PW)

MEETING DATE:

December 3, 2025

PREPARED BY:

Interim Public Works Director

RECOMMENDED ACTION:

Adopt a resolution authorizing the purchase of two 35-foot compressed natural gas, low-floor buses from Gillig, LLC, of Livermore, in an amount not-to-exceed \$1,750,000, utilizing Washington State Department of Enterprise Services Cooperative Purchasing Agreement (Master Contract No. 06719), appropriating additional funds in the amount of \$400,000, and authorizing the Interim City Manager to execute all necessary documents.

BACKGROUND INFORMATION:

The City of Lodi currently operates and maintains 24 transit vehicles to provide the GrapeLine fixed route service, VineLine Americans with Disabilities Act (ADA)/Paratransit service, and the general public Dial-A-Ride service. Five (5) of the vehicles in the fleet are 26-foot 2018 Glaval Titan II cutaway buses, which in 2025 are approaching the end of their useful life (8 years), according to Federal Transit Administration vehicle useful life schedules and certifications. As the vehicles being replaced are reaching their end of life, they are frequently breaking down which results in service disruptions, costly repairs, and increased maintenance staff time.

In anticipation of this vehicle replacement timeline, the City submitted a Federal Transit Administration (FTA) grant application to apply \$1,147,500 in Federal Fiscal Year (FFY) 22 and FFY 23 Section 5307 funds for the replacement bus purchase. The City was awarded the \$1,147,500, with a \$202,500 local match in Transportation Development Act (TDA) funds, for a total grant amount of \$1,350,000. This total vehicle purchase amount was budgeted for in the FY 25/26 budget.

On October 30, 2025, Gillig provided the City its final quote of \$1,571,576 for this vehicle purchase, which is higher than originally anticipated. Due to inflation and tariffs, the cost of vehicles has increased significantly industry-wide. It is also advisable to have around a 10% contingency for vehicle purchases, as these vehicles will be built 18 to 20 months from date of purchase order. Therefore, staff recommends a total not-to-exceed amount of \$1,750,000 for this bus purchase, which requires the additional appropriation of \$400,000 beyond the originally anticipated \$1,350,000 to cover both the unexpectedly higher cost of the vehicles and contingency. Staff will perform a grant amendment with the Federal Transit Administration (FTA) to obtain additional Federal funding for the project (\$340,000 for a new total of \$1,487,500), and the local match of Transportation Development Act (TDA) funds will increase slightly (by \$60,000 for a new total of \$262,500).

COUNCIL COMMUNICATION

As stated, this authorization will allow the City to purchase two (2) new 35-foot, low floor, CNG fueled buses made by Gillig LLC in Livermore, CA. They are equipped with well-supported engines made by Cummins and Americans with Disabilities Act (ADA)-compliant ramps. When placed in service, the proposed new buses will be utilized on all fixed routes, rotating between the five weekday, three express, and four weekend routes.

Rotating each new vehicle into regular service as they are delivered to the City will reduce wear and tear on the City's existing fixed route buses and will increase the availability of spare buses when one is removed from service for preventative maintenance or repairs. During the transition, operating costs are also expected to decrease due to the increased mechanical reliability of the new buses. The existing Glaval Titan II buses will be decommissioned and sold at auction.

Per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by the City Manager and City Council, to use contracts that have been awarded by other public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures. Purchasing the buses utilizing the WSDOT contract saves the City of Lodi time and money.

STRATEGIC VISION:

1D. Downtown: Accessibility for multi-modal transportation and public safety.

FISCAL IMPACT:

Maintenance costs for the new buses are included in the current Transit operating budget. If the bus purchase is not approved, the City will not be compliant with FTA guidelines in maintaining transit vehicles in a state of good repair, potentially negatively impacting future funding. The five existing buses will be disposed of at public auction in accordance with FTA guidelines, and any proceeds over \$5,000 per bus will be applied to this purchase. The project does not impact the General Fund.

FUNDING AVAILABLE:

Previously Approved

FTA Transit Capital (60199000.77040)	\$1,147,500
TDA Transit Capital (60199000.77040)	<u>\$ 202,500</u>
TOTAL:	\$1,350,000

Additional Appropriation

FTA Transit Capital (60199000.77040)	\$ 340,000
TDA Transit Capital (60199000.77040)	<u>\$ 60,000</u>
TOTAL:	\$ 400,000



Washington State DEPARTMENT OF ENTERPRISE SERVICES

COOPERATIVE PURCHASING AGREEMENT

FOR

TRANSIT BUSES

CONTRACT No. 06719

This Cooperative Purchasing Agreement for Transit Buses ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and City of Lodi, a Municipal Corporation ("Authorized Purchasing Entity") and is dated and effective as of _____, **2025**.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish procurement solutions, including statewide contracts ("Contract"), for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. In addition, Enterprise Services is authorized "to participate in, sponsor, conduct, or administer a cooperative purchasing agreement." See RCW 39.26.060(1).
- C. Cooperative Purchasing Agreements provide an opportunity for Enterprise Services to meet the needs of its customers and, by designing and developing the Competitive Solicitation and resulting Contract to include the opportunity for cooperative utilization by Authorized Purchasing Entities through a Cooperative Purchasing Agreement, to meet the needs of similarly situated purchasing entities who collectively enable an innovative, cost-effective, and efficient procurement solution for awarded contractors and eligible purchasers.
- D. The above-referenced Contract was competitively bid, evaluated, and awarded pursuant to the State of Washington's procurement laws for goods/services. See RCW 39.26. The procurement and resulting Contracts were designed to create competition and awarded contractors for a variety of Transit Buses (contract categories).

- E. The above-referenced Contract was designed to and meets Federal Transit Administration (“FTA”) requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. See Pub.L. 114-94.
- F. There are no pending protests or lawsuits pertaining to the procurement or award of the Contract.
- G. Enterprise Services maintains procurement and contract records pertaining to the Contract including the Competitive Solicitation, Bid Tab, Bidder Profiles, and resulting Contracts. In addition, Enterprise Services Transit Buses website identifies the various awarded contractors.
- H. The purpose of this Agreement is to enable the Authorized Purchasing Entity to utilize the above referenced Contract consistent with the terms thereof and the terms and conditions set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Contract, as amended or extended; *Provided*, however, that, upon written notice to Enterprise Services, Purchasing Entity may terminate its participation in this Cooperative Purchasing Agreement and its ability to utilize the above-referenced Contract.
2. **AUTHORIZATION TO UTILIZE THE CONTRACT.** Consistent with the terms and conditions of the Contract and Purchasing Entity’s applicable procurement law, Purchasing Entity is authorized to utilize the above-referenced Contract as a procurement solution. The State of Washington makes no representation or warranty regarding Purchasing Entity’s governing law or whether the Contract is an appropriate procurement solution for Purchasing Entity.
3. **CONTRACTOR CONSENT.** Consistent with its applicable procurement authority, Purchasing Entity may propose and negotiate jurisdiction-specific terms with the applicable awarded Contractor to meet Purchasing Entity’s needs; *Provided*, however, that any such jurisdiction-specific modifications are subject to agreement with the applicable awarded Contractor. **Under no circumstances, however, will Purchasing Entity’s jurisdiction-specific modifications change or modify the Contract obligations between the State of Washington and the applicable awarded Contractor.** Upon execution of Purchasing Entity’s agreement with the applicable awarded Contractor, Purchasing Entity shall provide a copy of the same to Enterprise Services prior to making any purchases under the Contract.
4. **VENDOR MANAGEMENT FEE.** The Vendor Management Fee set forth in the Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchasing Entity modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Agreement and shall terminate the Agreement; and, in the event Purchasing Entity attempts to modify, waive, or terminate the Vendor Management Fee, Purchasing Entity shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.

5. **ACCURATE PURCHASES.** Purchasing Entity shall make orders within the scope of the Contract. Any purchases outside of the scope of the Contract shall constitute a breach of this Agreement. IN the event of such breach, Enterprise Services may terminate this Agreement, including the authorization for any purchases by Purchasing Entity under the Contract. Purchasing Entity represents and warrants that it shall use reasonable, good faith efforts to assist the Contractor in obtaining and reporting to Enterprise Services accurate purchases under the Contract for purposes of the applicable Vendor Management Fee.

6. **AGREEMENT MANAGEMENT; NOTICES; PURCHASING ENTITY CONTRACT ADMINISTRATOR.**

(a) **AGREEMENT MANAGEMENT; NOTICES.** The parties hereby designate the following contacts as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	City of Lodi
Attn: Bus Purchases	Attn: Julia Tyack, Transportation Manager
Department of Enterprise Services	City of Lodi Public Works
PO Box 41411	221 West Pine Street
Olympia, WA 98504-1411	Lodi, CA 95240
Email: buspurchases@des.wa.gov	Tel: (209) 269-4960
	Email: jtyack@lodi.gov

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

(b) **PURCHASING ENTITY INFORMATION.** Purchasing Entity hereby designates the following contract administrator as the single point of contact for business activities under this Agreement.

Purchasing Entity Information	
Organization Name	City of Lodi
Tax Identification Number	94-6000361
State Business Identification Number (Required for Non-Profit entities)	N/A
Contact Name for Contract Administrator	Julia Tyack
Title	Transportation Manager
Address	221 West Pine Street
City, State, Zip	Lodi, CA 95240
Phone Number	(209)269-4960
Email Address	jtyack@lodi.gov

7. **COMMUNICATION.** In the event Purchasing Entity becomes aware of a significant contract performance issue pertaining to the Contract that, in Purchasing Entity's reasonable judgment, could adversely impact the State of Washington, Purchasing Entity shall communicate the same to Enterprise Services.

8. **CONTRACTOR DISPUTES.** Purchasing Entity is responsible for resolving any disputes between itself and the applicable Contract Contractor regarding its purchases. Purchasing Entity shall notify Enterprise Services of any material dispute between Purchasing Entity and the applicable Contract Contractor. When appropriate, Enterprise Services may assist Purchasing Entity in resolving such disputes.
9. **NO LIABILITY.** Other than those obligations expressly set forth in this Agreement, including the right of the State of Washington to the Vendor Management Fee, the parties shall have no liability whatsoever to each other with regard to transactions arising out of this Agreement or the Contract.
10. **TAXES/FEES.** Unless otherwise agreed with Contractor, Purchasing Entity shall pay applicable sales and use taxes imposed by the tax jurisdictions in which purchase delivery occurs. Contractor agrees not make any charge for federal excise taxes and Purchasing Entity shall furnish Contractor with an exemption certificate where appropriate.
11. **SCOPE OF PARTICIPATION.** Purchasing Entity shall provide Enterprise Services with Purchasing Entity's estimates for purchases under the Contract. Purchasing Entity shall provide timely updates regarding such estimated purchases if there is a material change in such planned purchases. The purchasing estimates are for Enterprise Services' planning purposes in managing and approving purchases on the Contract.

Category	Estimated Purchases
Heavy Duty	\$1,571,576
Light/Medium Duty	Two(2)
Double Decker	
Rebuilt	
Refurbish	
Repower	

12. **APPROVAL PROCESS.** Purchasing Entity shall submit purchase information to Enterprise Services for approval of purchases under the Contract. Purchasing Entity shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, and applicable Department of Transportation contact for approval. Enterprise Services shall include the respective state Department of Transportation for purchasing using FTA funds which require state DOT approval.

13. GENERAL PROVISIONS

- (a) **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. There are no representations or understandings of any kind not set forth herein.
- (b) **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.
- (c) **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been

fully authorized and approved, and that no further approvals or consents are required to bind such party.

- (d) **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- (e) **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED as of the date and year first above written.

TRANSIT BUSES COOPERATIVE
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

AUTHORIZED PURCHASING ENTITY
AGENCY
NAME

By: _____
Name: _____
Title: _____


By: _____
Name: James Lindsay
Title: Acting City Manager

Return this Agreement to Enterprise Services at:
buspurchases@des.wa.gov

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

for KATIE O. LUCCHESI
City Attorney 

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING PURCHASE OF TWO 35-FOOT COMPRESSED NATURAL GAS, LOW-FLOOR BUSES FROM GILLIG, LLC, OF LIVERMORE, UTILIZING WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES COOPERATIVE PURCHASING AGREEMENT (MASTER CONTRACT NO. 06719), APPROPRIATING ADDITIONAL FUNDS, AND AUTHORIZING INTERIM CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS

=====

WHEREAS, the City of Lodi currently operates and maintains 24 transit vehicles to provide the GrapeLine fixed route service, VineLine Americans with Disabilities Act (ADA)/Paratransit service, and the general public Dial-A-Ride service; and

WHEREAS, five (5) of the vehicles in the fleet are 26-foot 2018 Glaval Titan II cutaway buses, which in 2025 are approaching the end of their useful life (8 years) according to Federal Transit Administration vehicle useful life schedules and certifications; and

WHEREAS, in anticipation of this vehicle replacement timeline, the City submitted a Federal Transit Administration (FTA) grant application to apply \$1,147,500 in Federal Fiscal Year (FFY) 22 and FFY 23 Section 5307 funds for the replacement bus purchase and the City was awarded the \$1,147,500, with a \$202,500 local match in Transportation Development Act (TDA) funds, for a total grant amount of \$1,350,000; and

WHEREAS, on October 30, 2025, Gillig provided the City its final quote of \$1,571,576 for this vehicle purchase, which is higher than originally anticipated due to inflation and tariffs; and

WHEREAS, Per Lodi Municipal Code Section 3.20.045, State and Local Agency Contracts, the bidding process may be waived when it is advantageous for the City, with appropriate approval by the City Manager and City Council, to use contracts that have been awarded by other public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures, therefore purchasing the buses utilizing the WSDOT contract saves the City of Lodi time and money; and

WHEREAS, Staff recommends authorizing the purchase of two 35-foot compressed natural gas, low-floor buses from Gillig, LLC, of Livermore, in an amount not-to-exceed \$1,750,000, utilizing Washington State Department of Enterprise Services Cooperative Purchasing Agreement (Master Contract No. 06719), and authorizing the Interim City Manager to execute all necessary documents; and

WHEREAS, staff further recommends appropriating funds in the amount of \$340,000 to FTA Transit Capital (60199000.77040) and funds in the amount of \$60,000 to TDA Transit Capital (60199000.77040).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of two 35-foot compressed natural gas, low-floor buses from Gillig, LLC, of Livermore, in an amount not-to-exceed \$1,750,000, utilizing Washington State Department of

Enterprise Services Cooperative Purchasing Agreement (Master Contract No. 06719), and authorizing the Interim City Manager to execute all necessary documents; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby appropriate funds in the amount of \$340,000 to FTA Transit Capital (60199000.77040) and funds in the amount of \$60,000 to TDA Transit Capital (60199000.77040); and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: December 3, 2025

=====

I hereby certify that Resolution No. 2025-__ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 3, 2025 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing Interim City Manager to Accept Payment of \$19,500 From, and Dedicate Easement to, Pacific Gas and Electric (PG&E) at White Slough Water Pollution Control Facility Property (PW)

MEETING DATE:

December 3, 2025

PREPARED BY:

Interim Public Works Director

RECOMMENDED ACTION:

Adopt a resolution authorizing the Interim City Manager to accept payment of \$19,500 from, and dedicate easement to, Pacific Gas and Electric (PG&E) at White Slough Water Pollution Control Facility Property.

BACKGROUND INFORMATION:

The City owns approximately 1,090 acres associated with the White Slough Water Pollution Control Facility. The majority of the property is leased for farmland associated with utilizing the treated wastewater. There is currently a series of power poles between two of the City's fields towards the southeast portion of the City property (see Exhibit A).

Pacific Gas and Electric (PG&E) has approached the City with a desire to upgrade those poles in order to increase the reliability of their service in the area. The easement that PG&E currently has for those poles does not meet their current standards, so they have requested an increase to the easement width along with the pole upgrades. The proposed increase is from 8-foot wide (existing) to 40-foot wide (32-feet of which would be new). PG&E provided a Valuation Estimate (Exhibit C) to coincide with the additional easement width. Based on that document, PG&E proposed to compensate the City \$19,500 for the additional easement width (Exhibit B).

Staff reviewed the Valuation Estimate and the potential impacts to the farmable land, and believes the proposed compensation to be fair with minimal impacts to farmable land.

STRATEGIC VISION:

Not Applicable.

FISCAL IMPACT:

This contract will have no long-term fiscal impacts.
Wastewater Revenue - 53000000.55024 - \$19,500

FUNDING AVAILABLE:

Not Applicable.

Exhibit A

Existing Pole Line





9/23/25
221 W Pine St
Lodi, CA 95240

RE: PG&E Easement, Eight Mile Rebuild and Reconductor
APN 055-120-03 & 055-190-01 , San Joaquin County

Dear City of Lodi:

As you are aware, Pacific Gas and Electric Company (PG&E) is upgrading its Electric Infrastructure, in a continuing effort to provide safe and reliable service to its customers. To facilitate this project PG&E is proposing to secure an easement to allow for the widening of our existing strip which in turn would allow the greater blowout expected from the taller poles and new conductor being installed.

PG&E hereby offers to pay you a total of \$19,500.00 (Nineteen Thousand and Five Hundred Dollars) as compensation for the Easement to be acquired at this time. This sum is based on a valuation estimate completed by PG&E.

If you find the offer acceptable, please sign and return the Easement. Your signatures on the Easement Deed must be acknowledged by a notary public and must match exactly what is printed on the signature block. A W-9 has also been included and will need to be completed and returned in order to process the settlement payment. Payment processing can take several weeks after PG&E has received both the signed W-9 form and the notarized easement deed(s). Please ensure that the W-9 form that you provide to me is signed and dated within the last 6 months.

You may be assured PG&E will make every effort to accommodate and address your concerns about this project. If you have any further questions about the project or PG&E's offer please feel free to contact me at 916-205-4628 or by email at trevor.laturner@pge.com. Thank you for your cooperation and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Trevor', is located below the 'Sincerely,' text.

Trevor LaTurner
Principal Right of Way Agent

Enclosures: Easement Deed, LD 2103-06-10033
W-9

VALUATION ESTIMATE

City of Lodi

APN: 055-120-03 & 055-190-01 - San Joaquin County



Valuation Estimate: (City of Lodi)

35569765_EIGHT MILE 2106 FEEDER EXTENSION TL UB

As requested, attached is a report of the estimated market value for the proposed acquisition. This is a desktop estimate based on information available to the valuation administrator. In most cases a valuation estimate (AKA waiver valuation) is sufficient for project planning and pre-litigation negotiations, however if the real estate transaction is part of an eminent domain action or if otherwise required by law/regulation, please work with the appraisal administrator to order a formal appraisal. In no case shall this valuation be considered valid for lending or any other unintended purposes.

This estimate does not include costs associated with any currently unidentified construction yards/staging areas, nor does it include mitigation costs for loss of parking areas, business losses, relocation assistance, and/or property damage claims, if any exist, unless they are specifically identified in the report.

Please be aware of the following assumptions, all of which are critical to understanding and using this valuation estimate. If any of the assumptions are proven incorrect, this valuation estimate may need to be revised:

- The estimates contained within this waiver valuation are for budgeting and negotiation purposes and should not be considered for condemnation/eminent domain uses. If an appraisal were to be carried out on this property, it is possible that information discovered about the property, or the market could result in opinions of value that differ from those presented in this estimate.
- The estimated land value of the subject was based on the assumption that the Highest and Best Use of the land, as vacant, is Agricultural. This supposition was made after researching the zoning and general plan designation for the parcel with the City of Lodi and San Joaquin County and examining both subject parcel and neighborhood environs.
- No title report has been provided or reviewed in conjunction with this estimate. Other than those specifically mentioned in this report, it is assumed that there are no issues affecting title that would play a significant role in the valuation of the subject parcel.
- This valuation estimate is based on mapping and property information provided by the project team. This information is assumed to be accurate, however, if errors are found, the valuation estimate can be revised.
- If applicable, it is assumed the property owner's existing improvements will either be untouched, or restored in the after condition, with no loss of utility.
- No environmental review of the property has been presented to the estimator. The property is assumed to be "clean" or at least as clean as the comparable sales. If this supposition is incorrect, the value of the property could be significantly lower than what is indicated in this report.
- The scope of this Valuation Estimate is limited: The estimator has not visited the subject or comparable properties. Data has not been personally verified but is assumed reasonably accurate.
- The dollar figures generated for this estimate are influenced by real estate market conditions and will change over time.

Valuation Estimate: (City of Lodi)

35569765_EIGHT MILE 2106 FEEDER EXTENSION TL UB

DATE: 09/12/2025

INTENDED USER: PG&E Land Acquisition Department

INTENDED USE: Non-Eminent Domain Negotiations (Budgeting, Estimating)

FROM: Valuation/Appraisal Department – PG&E Land Management

ORDER NUMBER: 35569765

PROPERTY OWNER: City of Lodi

PROPERTY INFORMATION:

APN: 055-120-03 & 055-190-01 - San Joaquin County

ADDRESS: 11839 N Thornton Road, Lodi

ZONING: No Zoning Designation

GENERAL PLAN: PQP – Public/Quasi-Public

HIGHEST and BEST USE, as VACANT (ASSUMED): Agricultural

INTEREST ESTIMATED: Electric Transmission Easement (Non-Exclusive)

PARCEL VALUATION ESTIMATE:

Subject Parcels:

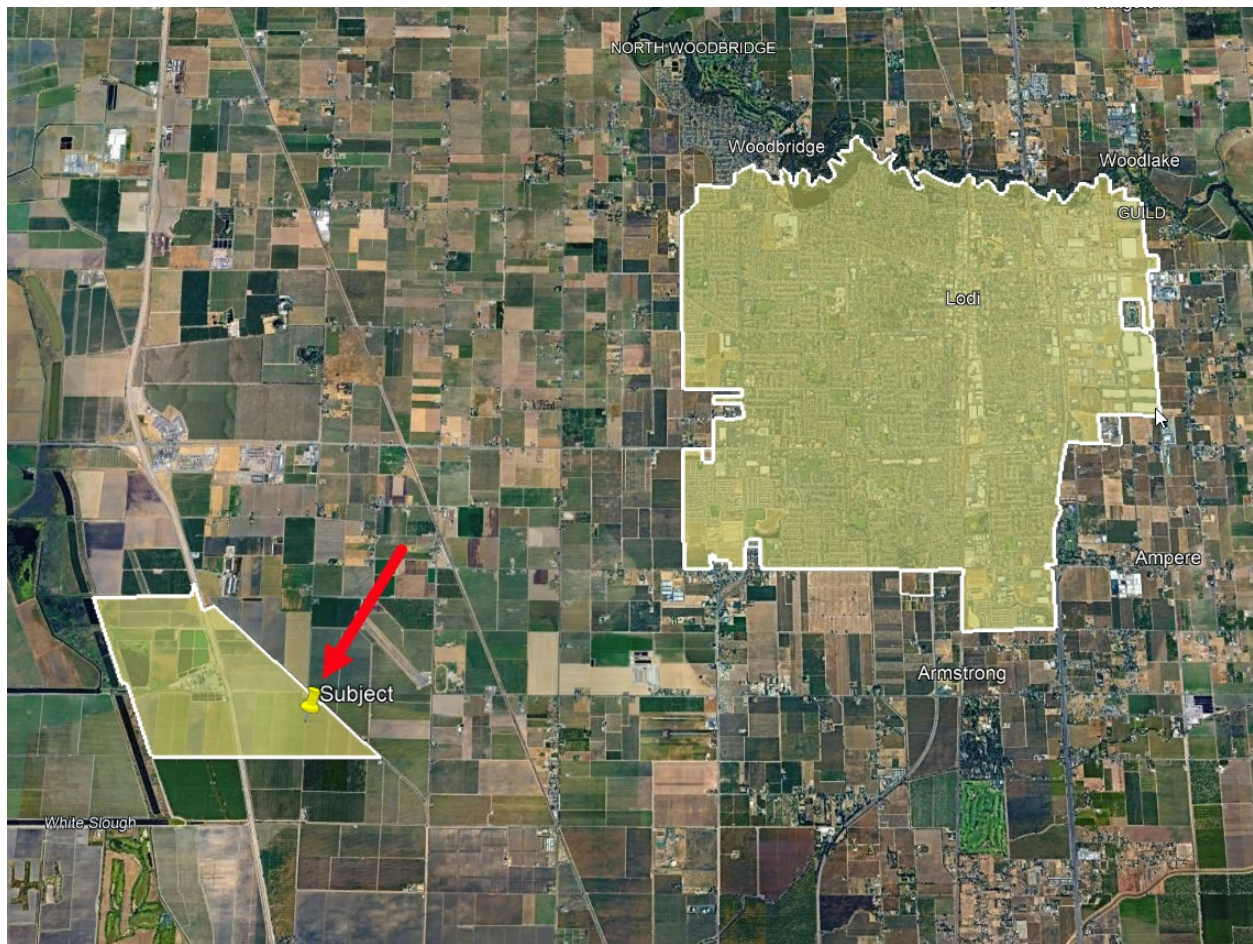
The subject consists of two assessor's parcels: APN 055-120-03 (158.57 acres) and APN 055-190-01 (99.15 acres), for a combined total of approximately 257.72 acres located within the City Limits of Lodi, though separated from the primary developed portion of the city (refer to Exhibit below).

It appears these parcels, along with others nearby, were acquired by the City as part of a water treatment plant project. While there are no apparent water treatment facilities present on the subject parcels, they may serve purposes related to the release of treated water and/or provide a buffer for the plant.

Both parcels are flat; parcel 055-190-01 is triangular in shape, and both are considered suitable for agricultural use individually or as part of a larger grouping. The surrounding area consists mainly of agricultural land with some rural residential ranch homes. The soil score on these parcels is lower compared to other parcels in the Lodi region; however, permanent plantings exist in the vicinity, indicating potential permanent planting viability.

Valuation Estimate: (City of Lodi)

35569765_EIGHT MILE 2106 FEEDER EXTENSION TL UB

**Zoning and General Plan:**

The parcels fall under the City of Lodi planning department but are somewhat isolated from most city properties. The Lodi Planning Department GIS shows no zoning designation for the subjects; the general plan land use is PQP (Public/Quasi-Public).

Highest and Best Use:

Highest and best use refers to the use, among reasonably probable and legal alternatives, that is physically possible, adequately supported, financially feasible, and generates the greatest land value. This term can also be described as the most efficient and profitable legal use. Factors such as size, shape, area, and terrain influence how a parcel of land may be developed. Additionally, frontage and depth can affect a parcel's utility. Development of irregularly shaped parcels may involve increased costs and could result in reduced utility compared to similarly situated typical parcels. On agricultural properties other factors such as water availability and soil quality can impact highest and best use.

Valuation Estimate: (City of Lodi)

35569765_EIGHT MILE 2106 FEEDER EXTENSION TL UB

The property in question does not have a specific zoning designation, but the GPLA classification is Public/Quasi-Public. Properties with public uses provide benefits to adjacent parcels by delivering essential services, yet they are seldom bought or sold on the open market since permitted activities are generally limited and are not intended to maximize direct economic returns from the parcel itself. Publicly zoned lands contribute to enhancing overall community value, although their own economic value tends to be limited due to restricted potential uses.

In order to assign economic value to a property under public-use planning designations, appraisers often look to a *hypothetical* situation where the public use has ceased, zoning has been changed, and the property is being sold on the open market for private use. Under this scenario, appraisers look for clues to support *hypothetical* zoning and use of the property. This application of appraisal methodology often manifests itself with the use of the “Across the Fence” (ATF) technique which values the subject land by comparing it to the adjoining properties, hence the name “across the fence.” This does not necessarily mean that the subject is limited to *only* the adjacent use, but rather that the predominant land uses in the area should be considered, amongst other factors affecting the subject parcel such as topography, environmental issues, demand, etc.

Another way to conceptualize this idea is an alternative *hypothetical* situation where the property owner had to purchase some replacement property to compensate for the loss of utility due to the acquisition. Since public use property rarely, if ever, transacts on the open market, the property owner would likely be resigned to purchasing portions of the neighboring properties. Once again, this second thought experiment also lends itself to an ATF approach to value the subject.

Regarding the subject property, the adjacent parcels and the majority of the surrounding area are predominantly agricultural. This aligns with the present use of the subject parcels. Accordingly, it is reasonable to conclude that the highest and best use of the subject parcel would be agricultural, assuming the *hypothetical condition* that public usage has ceased and the city has rezoned the property to match the prevailing zoning of the neighborhood.

Comparable Sales and Listing Data:

Recent sales of similar agricultural properties were identified within the local area and surrounding regions. The appraiser included both vacant land and improved properties where either the improvements likely did not significantly affect the sales price or, where permanent plantings, were removed after the sale.

Data was compiled using Acres, a national database for agricultural land values and parcel-specific attributes such as topography, crop type, and soil quality. Five recent sales were selected as the most comparable, with prices ranging from \$15,032 to \$37,059 per acre. The subject property is geographically closest to Sale D (\$15,032/acre), which also has a similar soil score — often an important consideration in determining agricultural land value. Sale D is substantially larger than the subject properties, whether considered individually or collectively; therefore, the subject property may require an upward adjustment above the \$15,000 per acre value.

Valuation Estimate: (City of Lodi)

35569765_EIGHT MILE 2106 FEEDER EXTENSION TL UB

The ASFMRA Trends 2025 publication was also utilized as a reference. Trends is an annual report detailing agricultural land sales and lease values, informed by local appraisers and agribusiness professionals. According to ASFMRA Trends 2025, cropland in the “Lodi Region” is valued between \$18,000 and \$21,500 per acre. Given that the subject property has a lower overall soil score relative to the comparables, its value is positioned below the upper end of this range.

Considering both comparable data and the Trends report, the estimated underlying land value for the subject property is approximately \$20,000 per acre. This figure will serve as the basis for evaluating the cost of the easement.

(SEE ADDENDA for DATA SET and TRENDS INFORMATION)

Proposed Acquisition:

The proposed acquisition is an approximately 84,868ft² non-exclusive electric transmission easement. This situation is unique in that the line in question already exists on the property within a smaller, pre-existing easement. Rather than modify the existing easement, PG&E’s Land Rights team has elected to lay the new easement over the top and except out the portion of the strip that is covered by the existing easement, which will remain in effect.

The easement gives PG&E rights to operate and maintain electric transmission and/or distribution lines with necessary appurtenances. It also restricts buildings and gives PG&E vegetation management rights to protect the lines.

The western portion of the new easement appears to cover an existing farm road. The eastern portion appears to cover mostly crop land. It does not appear that any improvements or permanent plantings are impacted by the proposed easement.

Valuation of Proposed Acquisition:

The value of an easement is a function of what the property owner *could* have done within the easement area in the “before condition” versus what *can* be done in the “after condition,” based on the restrictions imposed by the easement language. The resulting loss of utility is then expressed in terms of a percentage of fee simple land value for valuation purposes.

The easement language restricts buildings and some vegetation, but a portion of the easement covers a farm road, and other portions cover crop land, all of which are virtually unimpacted by the easement. As such, the easement has minimal impact on the parcel as it is currently used. That said, under the hypothetical that the public use has ceased, the property may be adaptable to

Valuation Estimate: (City of Lodi)

35569765_EIGHT MILE 2106 FEEDER EXTENSION TL UB

permanent plantings where the portion of the easement outside of the farm road would put trees at risk for trimming and/or removal.

Regarding the percentage of fee simple value to apply to this easement: On one end of the valuation spectrum, a valuation of 90-99% would indicate that nearly all use and utility of the property had been lost by the owner in the after condition (Example: A fenced, exclusive easement over previously unencumbered land). The proposed easement is clearly *less* impactful than 90% of fee simple value as it is non-exclusive and unfenced. Further, the existing use and other agricultural uses are largely unimpacted.

On the other end of the spectrum, a valuation of 5-10% of fee simple value would indicate that the easement has little to no effect on the use and utility of the property in the after condition (Example: A non-exclusive easement over land already encumbered by a similar easement). No title report has been reviewed; thus, this valuation assumes that the land is free and clear of any potential encumbrances that could affect value. As such, the proposed easement is clearly *more* impactful than 10% of fee simple value.

This valuation estimate applies 50% of the fee simple value to the proposed easement, reflecting its non-exclusive nature and the continued utility of the encumbered property segment for activities such as cultivating low-growing crops, maintaining farm roads, and facilitating staging in the after condition. The relatively high percentage of fee simple value attributed to the easement is primarily due to the potential that, should orchards ever be established on the subject property, they would be planted at-risk for trimming or removal (within the easement footprint).

Value of Proposed Easement:

Subject property land value = \$20,000/acre (Fee Simple Value)

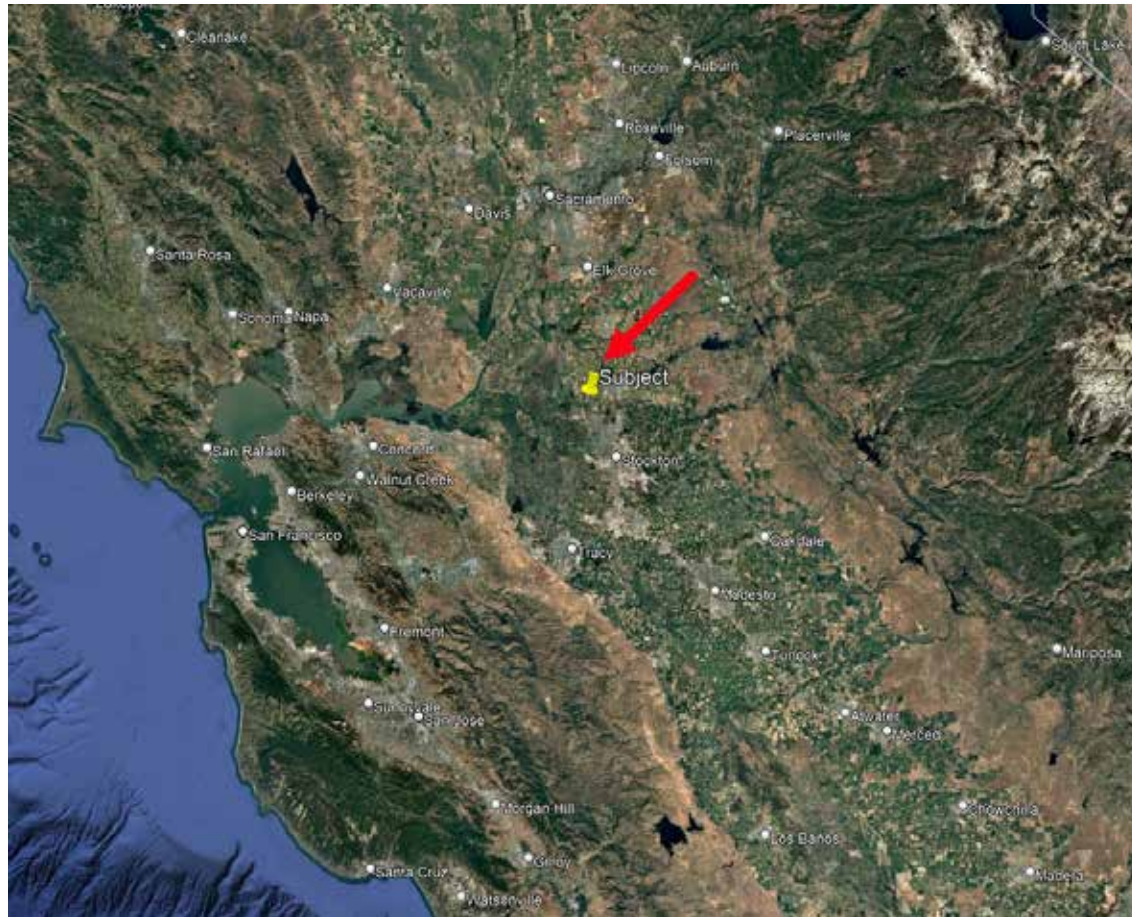
Proposed easement area = 84,868 square feet or 1.948-acre

1.948-acre multiplied by \$20,000/acre = \$38,966 (Full Value of Easement Footprint)

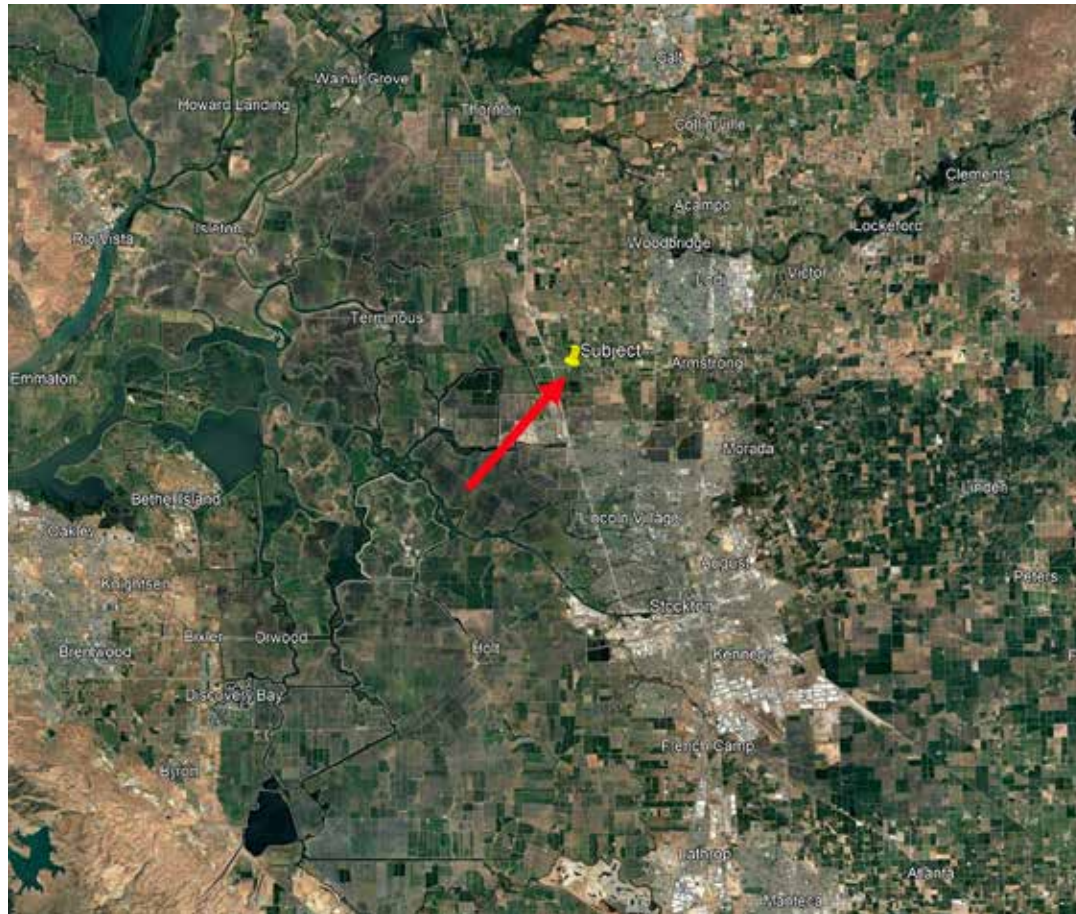
\$38,966 multiplied by 50% of fee = \$19,483 (Value of Easement)

\$19,500 ROUNDED

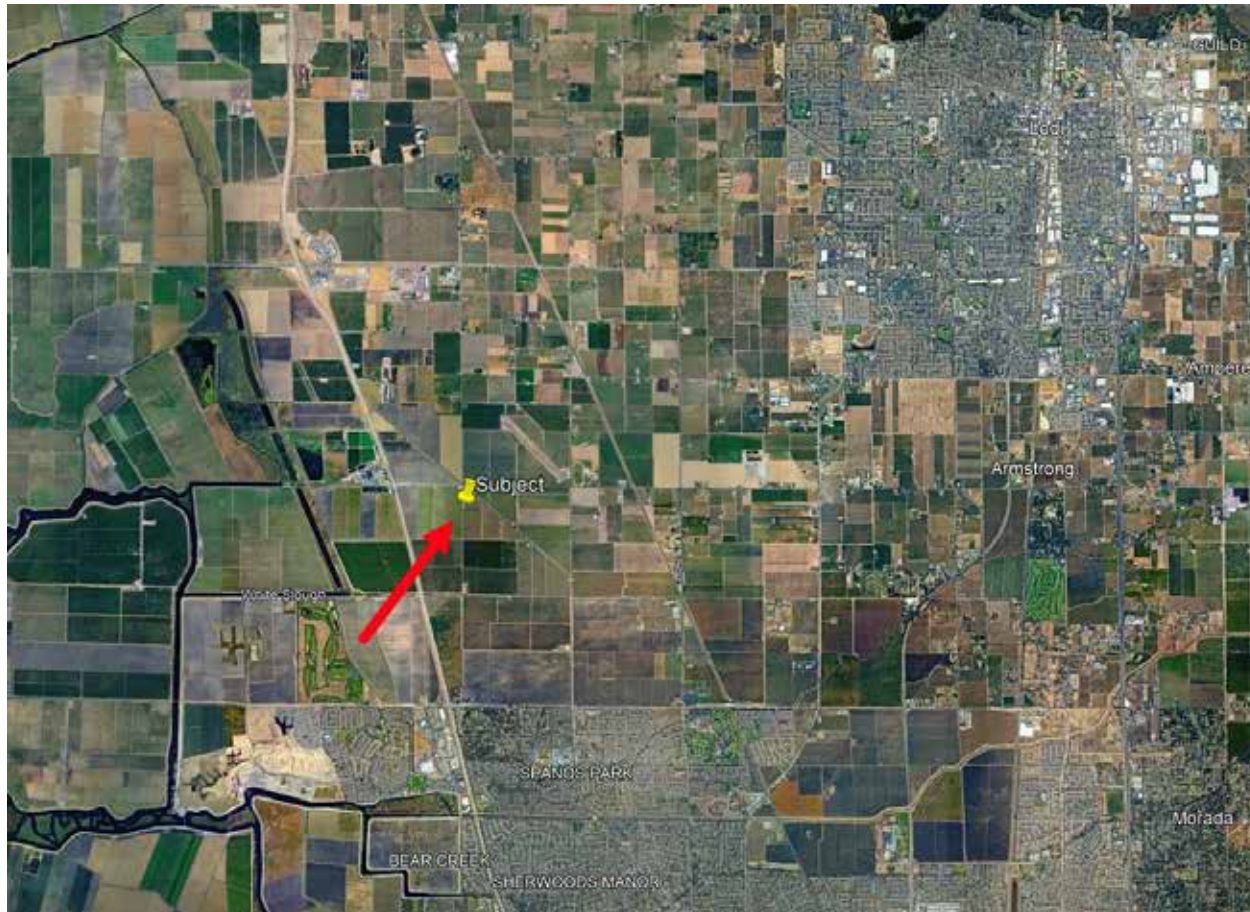
General Location



Location



Specific Location



Neighborhood



Subject Parcels (Parcel Lines are Approximate)

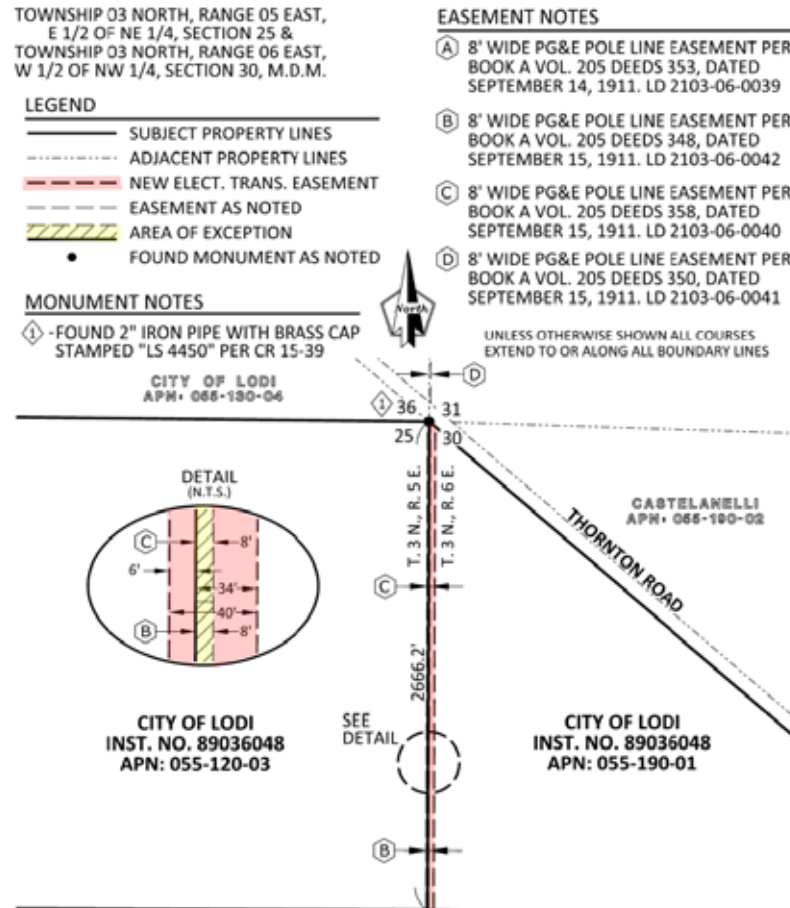


Street Views



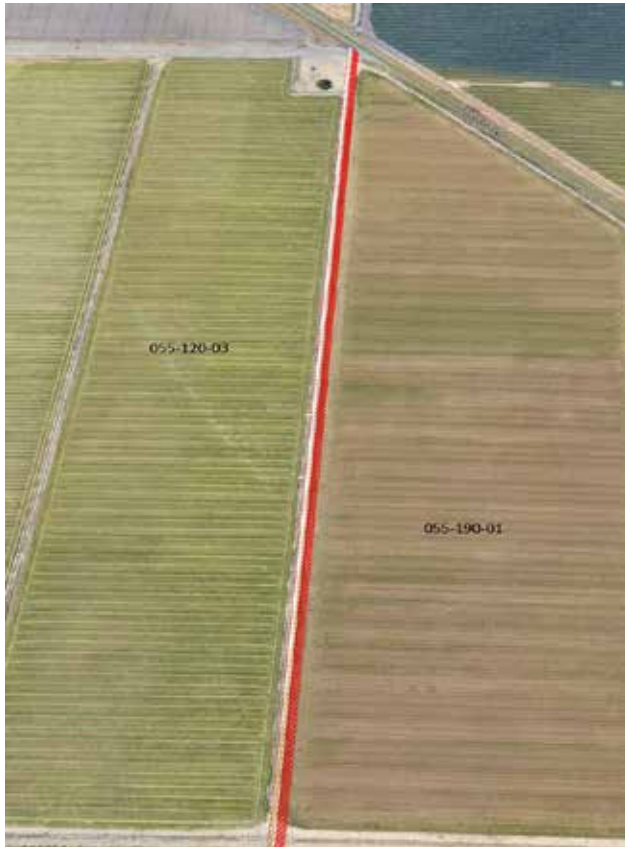
Proposed Easement (Red) = 84,868ft²

Existing Easement (Yellow) is Excepted Out

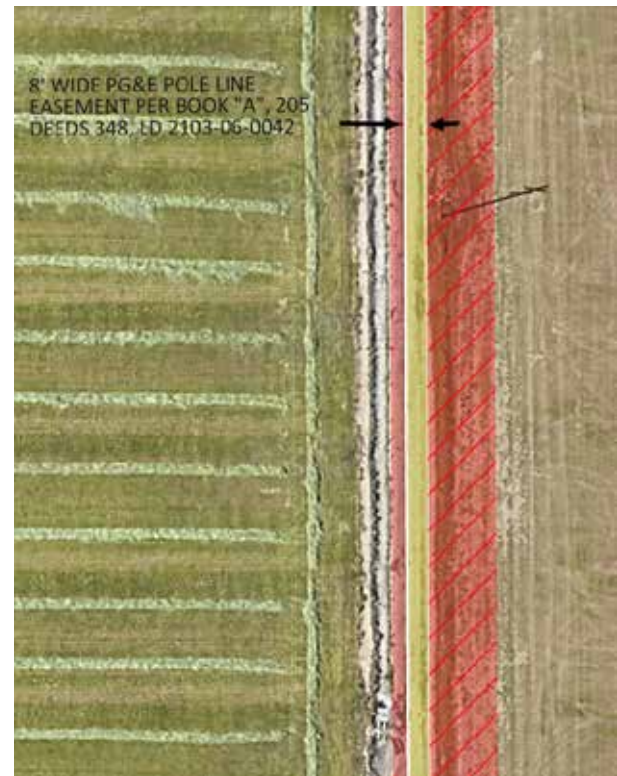


Proposed Easement (Red) = 84,868ft² *Existing Easement (Yellow) is Excepted Out*

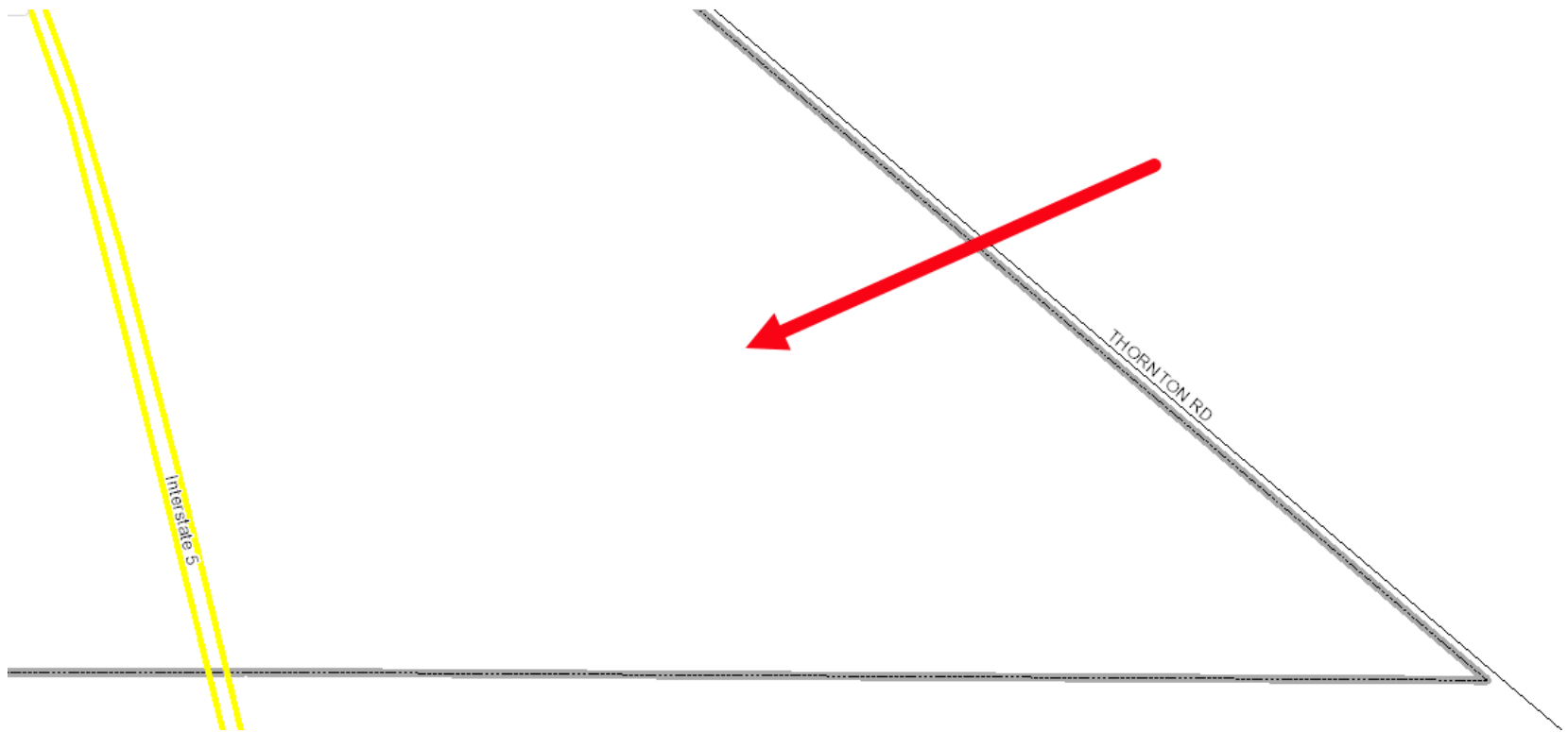
Full View



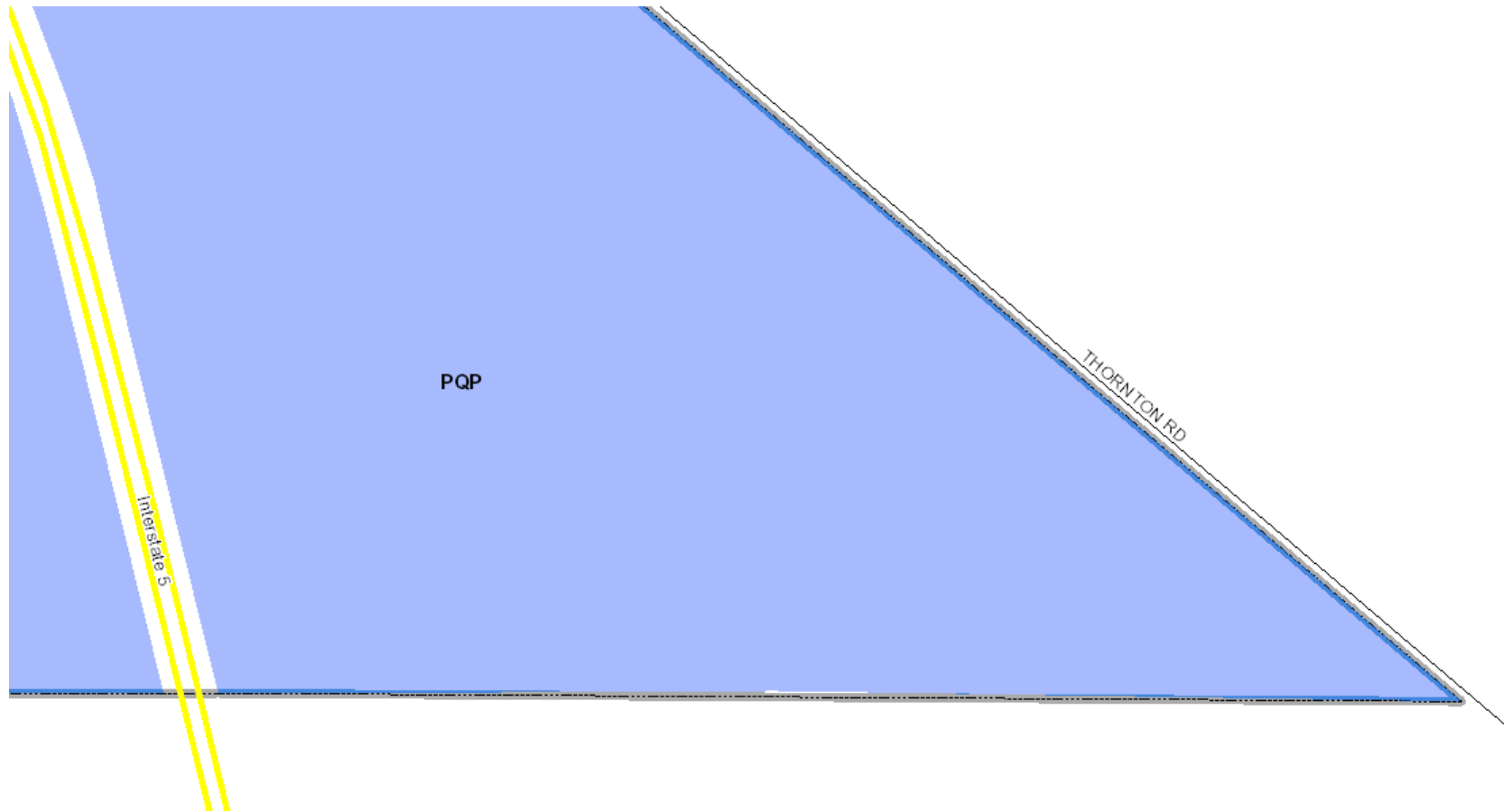
Detail View



Zoning (City): No Designation



General Plan: PQP



Soil Score

Average Soil Score

 **26.8** / 100

NCCPI **Storie**

Soil Code	Soil Description	% of Field	Storie Score	Non-IRR Class
149	Devries sandy loam, drained, 0 t...	64.6	17.6	4w
169	Guard clay loam, drained, 0 t...	35.4	43.7	4w



Water Districts



Topography

Elevation ⓘ

All Boundaries

7.7 ft

13.8 ft



Opacity

0% 100%

Contour Interval (feet):

10

Range

6.2 ft

Min 7.7 ft

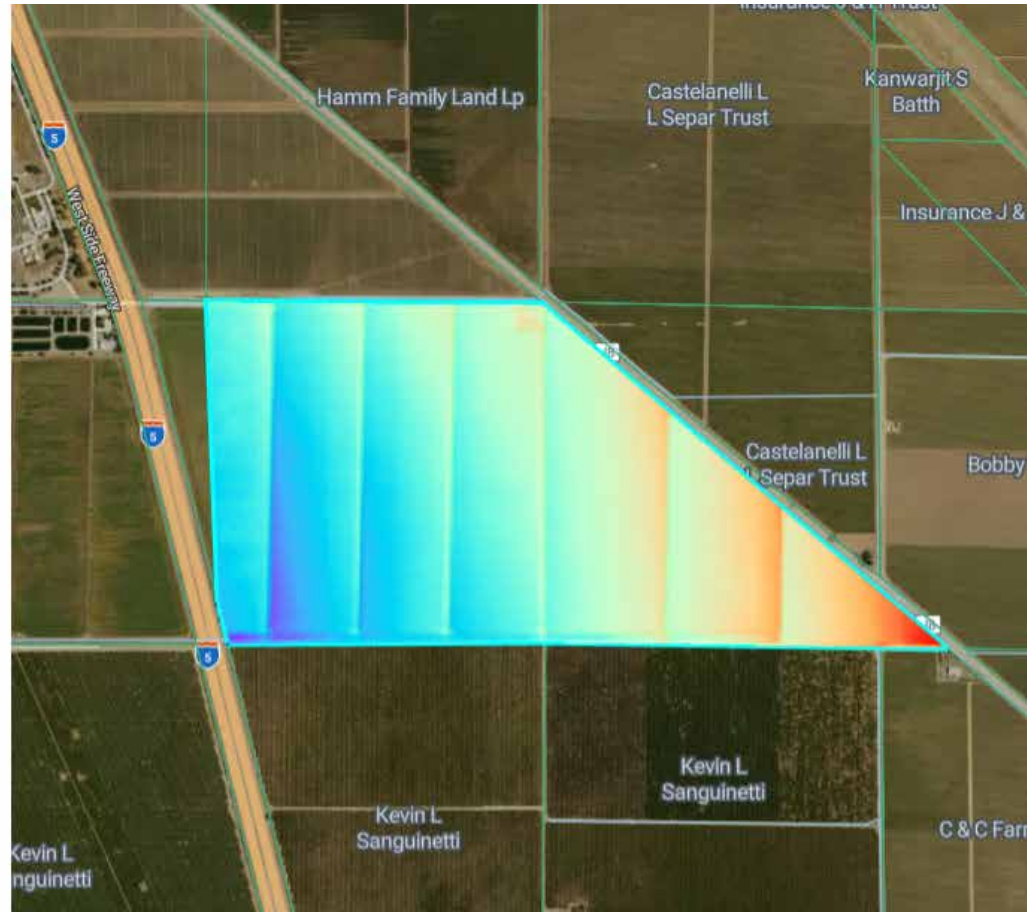
Max 13.8 ft

Slope

0.3 %

Min 0.0 %

Max 2.6 %



Comparable Sales



Sale(s)	County	Date Sold	Total \$	Acres	\$/acre	Storie	\$/Storie
A	San Joaquin	09/22/2023	\$1,575,000	42	\$37,059	92.7	\$400
B	San Joaquin	03/07/2022	\$2,000,000	58	\$34,329	82.7	\$415
C	San Joaquin	12/15/2020	\$1,125,000	43	\$26,163	92.7	\$282
D	San Joaquin	12/07/2020	\$6,433,800	428	\$15,032	39.7	\$379
E	San Joaquin	10/07/2020	\$950,000	26	\$36,722	86.7	\$424

ASFMRA Trends 2025

VALUES: LAND & LEASE

LAND USE	VALUES PER ACRE	MARKET DEMAND	MARKET ACTIVITY	VALUE TREND	RENT RANGE
Almonds - Tier I	\$30,000 - \$44,000	Limited	Moderate	Decreasing	15% - 22%
Almonds - Tier II	\$27,000 - \$34,000	Limited	Limited	Decreasing	15% - 22%
Almonds - Tier III	\$15,000 - \$23,500	Very Limited	Very Limited	Decreasing	8% - 15%
Almonds - Tier IV	\$13,500 - \$17,000	Limited	Limited	Decreasing	8% - 12%
Walnuts - Tier I & II	\$25,000 - \$35,000	Very Limited	Very Limited	Decreasing	15% - 22%
Walnuts - Tier III & IV	\$8,000 - \$22,000	Very Limited	Very Limited	Decreasing	8% - 15%
Pistachios	\$17,000 - \$30,000	Limited	Very Limited	Decreasing	15% - 22%
Cherries	\$17,800 - \$34,000	Very Limited	Limited	Decreasing	15% - 22%
Wine Grapes - Districts 6 (NE), 11, 12 & 17	\$15,500 - \$35,000	Very Limited	Limited	Decreasing	8% - 20%
Rangeland	\$500 - \$3,900	Very Limited	Very Limited	Stable	\$10 - \$50

Cropland North: North San Joaquin, Contra Costa, Sacramento Counties

N. San Joaquin Co. (Well Water, SEWD, SJWCD, Riparian)	\$8,000 - \$18,000	Very Limited	Very Limited	Decreasing	\$200 - \$450
Lodi Region (Well Water & Woodbridge ID)	\$18,000 - \$21,500	Very Limited	Very Limited	Decreasing	\$200 - \$450
Delta (Various Small Rec. Districts & Riparian Water)	\$8,000 - \$16,500	Limited	Limited	Decreasing	\$125 - \$700

3

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- ☐ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
☐ Computed on Full Value of Property Conveyed, or
☐ Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2103-06-10033

EASEMENT DEED

2025096 (35512075) 07 25 1

Eight Mile 2106 Electric Transmission Easement

CITY OF LODI, a municipal corporation of the State of California

(“**Grantor**”), in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**Grantee**”), the receipt of which is hereby acknowledged, grants to Grantee the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use poles, towers, and/or other structures (or any combination thereof), with such wires and cables as Grantee deems necessary for the transmission and distribution of electric energy and for communication purposes, and all necessary foundations, footings, crossarms, guys, anchors, underground and overhead ground wires, and other appliances, fixtures, and appurtenances, together with a right of way, within the easement area described below, lying within Grantor's lands situated in the County of San Joaquin, State of California, described as follows:

(APN 055-120-03 & 055-190-01)

The parcels of land described and conveyed in the deed from Johannes Broekhof and Ronald D. Slate as Co-Trustees to the City of Lodi by deed dated April 1, 1984 and recorded as Instrument No. 89036048, San Joaquin County Records, and therein designated PARCEL ONE and PARCEL TWO.

The easement area is described as follows:

The strip of land described and designated EASEMENT AREA in EXHIBIT “A” and shown upon EXHIBIT “B” attached hereto and made a part hereof.

Grantor further grants to Grantee

(a) the right of ingress to and egress from the easement area over and across the lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of the lands which is isolated from the easement area by any public road or highway, now crossing or hereafter crossing the lands;

(b) the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within the easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations;

(c) the right from time to time to enlarge, improve, reconstruct, relocate and replace any facilities constructed hereunder with any other number or type of facilities either in the original location or at any alternate location or locations within the easement area;

(d) the right to use such portion of the lands contiguous to the easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of the facilities;

(e) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the easement area; and

(f) the right to mark the location of the easement area by suitable markers set in the ground; provided that the markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement area.

Grantee covenants and agrees:

(a) not to fence the easement area;

(b) to repair any damage to the lands caused by Grantee as a result of exercising its right of ingress and egress granted herein; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided, Grantor shall not:

(a) place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the easement area, or diminish or substantially add to the ground level within the easement area, or construct any fences that will interfere with the maintenance and operation of the facilities; or

(b) deposit, or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, within the easement area, which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 20____.

CITY OF LODI, a municipal corporation of
the State of California

By _____

By _____

I hereby certify that a resolution was adopted
on the ____ day of _____, 20____, by the

authorizing the foregoing grant of easement.

By _____

Attach to LD: 2103-06-10033
Area, Region or Location: 5, North Valley
Land Service Office: Sacramento
Line of Business: Electric Distribution (43), Electric Transmission (42)
Business Doc Type: Easements
MTRSQ: 21.03.05.25.11, 21.03.05.25.12, 21.03.06.30.44, 21.03.06.30.43
FERC License Number: n/a
PG&E Drawing Number: SL-1930
Plat No.: AT122-H03
LD of Affected Documents: n/a
LD of Cross Referenced Documents: 2103-06-0039, 2103-06-0040, 2103-06-0041,
2103-06-0042
Type of interest: Electric Pole Line Easements (3)
SBE Parcel: n/a
% Being Quitclaimed: n/a
Order or PM: 35512075
JCN: n/a
County: San Joaquin
Utility Notice Number: n/a
851 Approval Application No: n/a ;Decision: n/a
Prepared By: dtw0
Checked By: cxoq
Approved By:
Revised by:

EXHIBIT "A"

LANDS

The parcels of land described and conveyed in the deed from Johannes Broekhof and Ronald D. Slate as Co-Trustees to the City of Lodi by deed dated April 1, 1984 and recorded as Instrument No. 89036048, San Joaquin County Records, and therein designated PARCEL ONE and PARCEL TWO.

APN: 055-120-03 & 055-190-01


EASEMENT AREA

A strip of land of the uniform width of 40 feet extending from the northerly boundary line of said Lands southerly approximately 2666.2 feet (measured along the easterly boundary line of Section 25, Township 3 North, Range 5 East, M.D.M.) to the southerly boundary line of said Lands and lying 8 feet on the westerly side and 32 feet on the easterly side of the easterly boundary line of said Section 25; excepting therefrom the strip of land described in the deeds from George D. Kettelman to Pacific Gas and Electric Company dated September 15, 1911 and recorded in Book A, Volume 205 of Deeds at pages 358, San Joaquin County Records and Rebecca B. Thompson to Pacific Gas and Electric Company dated September 15, 1911 and recorded in Book A, Volume 205 of Deeds at pages 348, San Joaquin County Records.

Containing 84,868 Sq. Ft. more or less.

Prepared by:

Pacific Gas and Electric Company



8-1-25


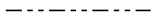




Curt C. Castro, PLS 8714

Date



TOWNSHIP 03 NORTH, RANGE 05 EAST,
E 1/2 OF NE 1/4, SECTION 25 &
TOWNSHIP 03 NORTH, RANGE 06 EAST,
W 1/2 OF NW 1/4, SECTION 30, M.D.M.

LEGEND

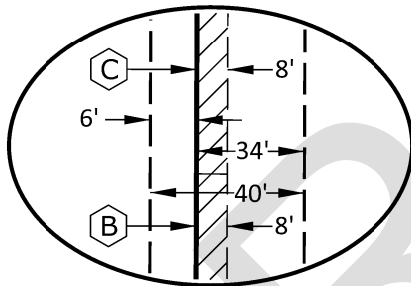
-  SUBJECT PROPERTY LINES
-  ADJACENT PROPERTY LINES
-  NEW ELECT. TRANS. EASEMENT
-  EASEMENT AS NOTED
-  AREA OF EXCEPTION
-  FOUND MONUMENT AS NOTED

MONUMENT NOTES

- ① - FOUND 2" IRON PIPE WITH BRASS CAP
STAMPED "LS 4450" PER CR 15-39

CITY OF LODI
APN: 055-130-04

DETAIL
(N.T.S.)



CITY OF LODI
INST. NO. 89036048
APN: 055-120-03

SEE
DETAIL

SANGUINETTI
ASHLEY LANE, L.P.
JENNINGS FARMS, L.P.
APN: 055-120-15

EASEMENT NOTES

- (A) 8' WIDE PG&E POLE LINE EASEMENT PER
BOOK A VOL. 205 DEEDS 353, DATED
SEPTEMBER 14, 1911. LD 2103-06-0039
- (B) 8' WIDE PG&E POLE LINE EASEMENT PER
BOOK A VOL. 205 DEEDS 348, DATED
SEPTEMBER 15, 1911. LD 2103-06-0042
- (C) 8' WIDE PG&E POLE LINE EASEMENT PER
BOOK A VOL. 205 DEEDS 358, DATED
SEPTEMBER 15, 1911. LD 2103-06-0040
- (D) 8' WIDE PG&E POLE LINE EASEMENT PER
BOOK A VOL. 205 DEEDS 350, DATED
SEPTEMBER 15, 1911. LD 2103-06-0041

UNLESS OTHERWISE SHOWN ALL COURSES
EXTEND TO OR ALONG ALL BOUNDARY LINES

CASTELANELLI
APN: 055-190-02

CITY OF LODI
INST. NO. 89036048
APN: 055-190-01

SANGUINETTI
ASHLEY LANE, L.P.
JENNINGS FARMS, L.P.
APN: 055-190-06

LD 2103-06-10033

BY MTST
DR DTW0
CH CXOQ
O.K. C4CK
DATE 07/30/2025

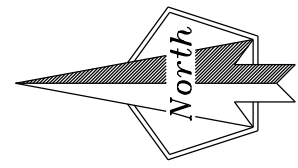
EXHIBIT "B"

CITY OF LODI
ELECTRIC TRANSMISSION EASEMENT
SAN JOAQUIN COUNTY, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
Oakland California



PROJ. NO.	35512075	
AREA	5, NORTH VALLEY	
COUNTY	SAN JOAQUIN	
SCALE	1 INCH = 600 FEET	
SHEET NO.	1	OF 1
DRAWING NUMBER	SL-1930	
CHANGE	C 132	

TOWNSHIP 03 NORTH, RANGE 05 EAST,
E 1/2 OF E 1/2, SECTION 25 &
W 1/2 OF W 1/2, SECTION 30 M.D.M.



LEGEND

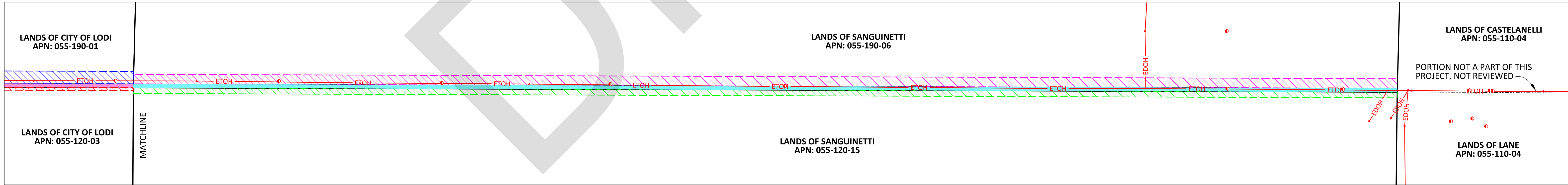
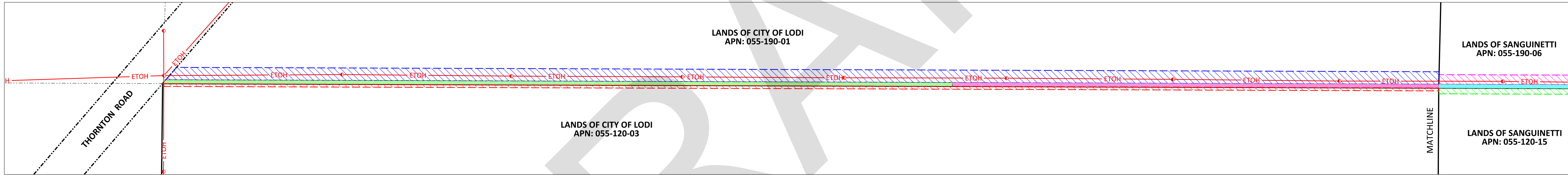
- SUBJECT PROPERTY LINES
- ADJACENT PROPERT LINES
- COUNTY ROAD RIGHT OF WAY LINES
- EXISTING ELECTRIC TRANSMISSION OVERHEAD LINES
- EXISTING ELECTRIC DISTRIBUTION OVERHEAD LINES
- EXISTING POLE

EXISTING EASEMENTS

- 8' WIDE PG&E POLE LINE EASEMENT
PER BOOK "A", 205 DEEDS 358,
LD 2103-06-0040
- 8' WIDE PG&E POLE LINE EASEMENT
PER BOOK "A", 205 DEEDS 348,
LD 2103-06-0042
- 8' WIDE PG&E POLE LINE EASEMENT
PER BOOK "A", 205 DEEDS 353,
LD 2103-06-0039

PROPOSED EASEMENTS

- LANDS OF CITY OF LODI (055-190-01)
PROPOSED 26' WIDE EASEMENT
MODIFICATION AGREEMENT 68,871± SQ.FT.
- LANDS OF CITY OF LODI (055-120-03)
PROPOSED 6' WIDE OVERHANG
EASEMENT 15,997± SQ.FT.
- LANDS OF SANGUINETTI (055-190-06)
PROPOSED 20' WIDE EASEMENT
MODIFICATION AGREEMENT 52,817± SQ.FT.
- LANDS OF SANGUINETTI (055-120-15)
PROPOSED 12' WIDE OVERHANG
EASEMENT 31,689± SQ.FT.



DATUM:	HORIZONTAL	NAD 83	PROJECTION	CCS ZONE 3
DATUM:	VERTICAL	NAVD 88	UNITS	US SURVEY FEET
REFERENCES:				
SCALE: 1" = 100' (U.S. SURVEY FEET)				

NO.	DATE	DESCRIPTION	APPD.	NO.	DATE	DESCRIPTION	APPD.	NO.	DATE	DESCRIPTION	APPD.
REVISIONS											

APPRD BY	AUTHORIZATION
	35512075
BY:	MTST
DR.:	DTW0
CH.:	CXOQ
O.K.:	C4CK
DATE:	04/09/2025

APPRAISAL EXHIBIT
LANDS OF CITY OF LODI & SANGUINETTI
EIGHT MILE 2106 CAPACITY BASEMAP
SAN JOAQUIN COUNTY, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
OAKLAND, CALIFORNIA



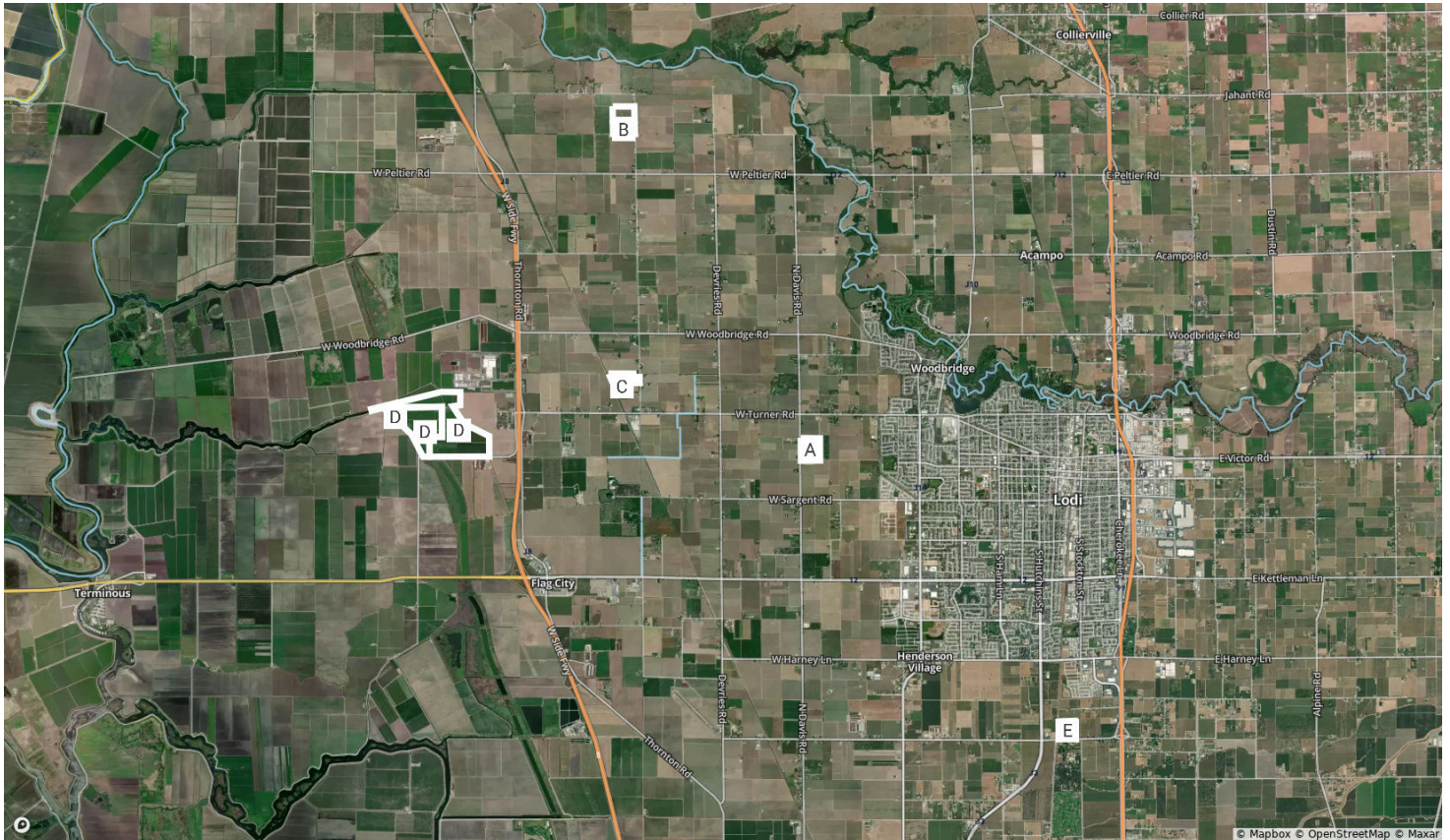
REGION	NORTH VALLEY
AREA	6
COUNTY	SAN JOAQUIN
PROFILE	N/A
SHEET NO.	1 OF 1
DRAWING NUMBER	SE-231

Sales Report

San Joaquin, CA • Townships: Thornton, Lodi

597.63 acres, 5 sales

Average \$/acre: **\$29,861** Average \$/Storie: **\$380**



Sale(s)	County	Date Sold	Total \$	Acres	\$/acre	Storie	\$/Storie
A	San Joaquin	09/22/2023	\$1,575,000	42	\$37,059	92.7	\$400
B	San Joaquin	03/07/2022	\$2,000,000	58	\$34,329	82.7	\$415
C	San Joaquin	12/15/2020	\$1,125,000	43	\$26,163	92.7	\$282
D	San Joaquin	12/07/2020	\$6,433,800	428	\$15,032	39.7	\$379
E	San Joaquin	10/07/2020	\$950,000	26	\$36,722	86.7	\$424

Sales Report

San Joaquin, CA • Townships: Thornton, Lodi

597.63 acres, 5 sales

Min \$/acre:	\$15,032	Max \$/acre:	\$37,059	Median \$/acre:	\$34,329
--------------	-----------------	--------------	-----------------	-----------------	-----------------

Comparable Sale

San Joaquin, CA • Township: Lodi • Location: 04-3N-6E

42.50 acres, Comparable Sale A (1 of 5)



Acres: 42.50

Lat/Long:

38.13932, -121.331935

\$/acre: \$37,059

Primary Crop:

Grapes

Total \$: \$1,575,000

Date Sold: 09-22-2023

Storie: 92.7

\$/Storie: \$400

Comparable Sale

San Joaquin, CA • Township: Thornton • Location: 13-4N-5E

58.26 acres, Comparable Sale B (2 of 5)



Acres: 58.26
\$/acre: \$34,329
Total \$: \$2,000,000
Date Sold: 03-07-2022
Storie: 82.7
\$/Storie: \$415

Lat/Long: 38.197433, -121.37505
Primary Crop: Fallow/Idle Cropland

Comparable Sale

San Joaquin, CA • Township: Lodi • Location: 36-4N-5E

43.00 acres, Comparable Sale C (3 of 5)



Acres: 43.00
\$/acre: \$26,163
Total \$: \$1,125,000
Date Sold: 12-15-2020
Storie: 92.7
\$/Storie: \$282

Lat/Long: 38.150795, -121.375452
Primary Crop: Almonds

Comparable Sale

San Joaquin, CA • Township: Thornton • Location: 03-3N-5E

428.00 acres, Comparable Sale D (4 of 5)



Acres: 428.00

Lat/Long:

38.142877, -121.413073

\$/acre: \$15,032

Primary Crop:

Onions

Total \$: \$6,433,800

Date Sold: 12-07-2020

Storie: 39.7

\$/Storie: \$379

Comparable Sale

San Joaquin, CA • Township: Lodi • Location: 24-3N-6E

25.87 acres, Comparable Sale E (5 of 5)



Acres:	25.87	Lat/Long:	38.088311, -121.272499
\$/acre:	\$36,722	Primary Crop:	Grapes
Total \$:	\$950,000		
Date Sold:	10-07-2020		
Storie:	86.7	Buyer Name:	DHILLON JATINDER
\$/Storie:	\$424	Seller Name:	TSUTSUMI TOMMY M 2004 T

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING INTERIM CITY
MANAGER TO ACCEPT PAYMENT FROM, AND DEDICATE EASEMENT TO,
PACIFIC GAS AND ELECTRIC (PG&E) AT WHITE SLOUGH WATER
POLLUTION CONTROL FACILITY PROPERTY

=====

WHEREAS, the City owns approximately 1,090 acres associated with the White Slough
Water Pollution Control Facility; and

WHEREAS, the majority of the property is leased for farmland associated with utilizing
the treated wastewater; and

WHEREAS, Pacific Gas and Electric (PG&E) has approached the City with a desire to
upgrade a series of power poles between two of the City's fields towards the southeast portion
of the City property in order to increase the reliability of their service in the area; and

WHEREAS, the current easement that PG&E has for those poles does not meet their
current standards, so they have requested an increase to the easement width from 8-foot wide
to 40-foot wide, along with the pole upgrades; and

WHEREAS, PG&E provided a Valuation Estimate to coincide with the additional
easement width and based on that document, PG&E proposed to compensate the City \$19,500
for the additional easement width; and

WHEREAS, Staff reviewed the Valuation Estimate and the potential impacts to the
farmable land, and believes the proposed compensation to be fair with minimal impacts to
farmable land; and

WHEREAS, Staff recommends authorizing the Interim City Manager to accept the
payment of \$19,500 from, and dedicate easement to, Pacific Gas and Electric (PG&E) at White
Slough Water Pollution Control Facility Property.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby
authorize the Interim City Manager to accept the payment of \$19,500 (Wastewater Revenue –
53000000.55024) from, and dedicate easement to, Pacific Gas and Electric (PG&E) at White
Slough Water Pollution Control Facility Property; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol
Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to
the above-referenced document(s) that do not alter the compensation or term, and to make
clerical corrections as necessary.

Dated: December 3, 2025

=====

I hereby certify that Resolution No. 2025-__ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 3, 2025 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing Interim City Manager to Award Contract for Citywide Window and Glass Repair and Replacement to Mountain Valley Glass, Inc. of Valley Springs (\$72,700) and Execute Change Orders (\$20,000) (PW)

MEETING DATE:

December 3, 2025

PREPARED BY:

Interim Public Works Director

RECOMMENDED ACTION:

Adopt a resolution authorizing Interim City Manager to award contract for Citywide Window and Glass Repair and Replacement to Mountain Valley Glass, Inc. in the amount of \$72,700 and execute change orders in an amount not-to-exceed \$20,000.

BACKGROUND INFORMATION:

City windows and glass are occasionally in need of replacement due to vandalism, leaks or age. This contract will allow the City to retain a contractor on an "as-needed" basis to quickly respond to any necessary window and glass repair or replacement. The Contract term will begin at contract execution until June 30, 2027.

Staff requested bids for the contract utilizing the City's Uniform Public Construction Cost Accounting Act portion of the adopted purchasing policy (for projects estimated less than \$220,000). One bid was received in the amount of \$72,700 from Mountain Valley Glass, Inc. of Valley Springs.

Staff recommends authorizing the Interim City Manager to award the contract for Citywide Window and Glass Repair and Replacement to Mountain Valley Glass, Inc. for \$72,700 and execute change orders in an amount not-to-exceed \$20,000.

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

This project has minimal long-term fiscal impacts.

FUNDING AVAILABLE:

Funding for this contract comes from various Fiscal Year 2025/26 operating accounts depending on the location of the repair or replacement.

**CITYWIDE WINDOW AND GLASS
REPAIR AND REPLACEMENT**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and MOUNTAIN VALLEY GLASS, INC., a California corporation, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The 2018 Edition of the State of California,
Information to Bidders	Department of Transportation, Standard Specifications
Certifications and Forms	City of Lodi Construction Specifications
General Provisions	Plans and Appendices
Federal Requirements	
Special Provisions	
Bid Proposal	
Project Exhibits A and B	
Contract	
Contract Bonds	
Federal Minimum Wage Rates	
Addenda	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties

for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to "as specified in **Item 9, Exhibit A**".

CONTRACT ITEMS

See BID SCHEDULE, as specified in Exhibit B.
--

TOTAL: \$72,700.00

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract and to diligently prosecute to completion within the time specified in **Item 10, Exhibit A**.

ARTICLE IX- State of California Senate Bill 854 requires the following:

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code

section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

ARTICLE X - 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.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI, a municipal corporation

By: _____
JAMES LINDSAY
Interim City Manager

By: _____

Date: _____

Title

Attest:

OLIVIA NASHED
City Clerk

(CORPORATE SEAL)

Approved As To Form:

KATIE O. LUCCHESI
City Attorney

PROJECT EXHIBITS

Exhibit A - Project Detail Sheet

In this contract, the following shall apply:

No.		
1	Project Name	Citywide Window and Glass Repair and Replacement
2	Project Number	25-20
3	Project Address	Various Locations
4	Local Hire Requirements	Local Hire Requirement do not apply.
5	Bid Opening (Day of Week/Date)	Wednesday, October 29, 2025
6	Bid Opening Time (am/pm)	4 p.m.
7	Mandatory or Voluntary Pre-Bid Meeting, Time, and Location	N/A
8	Contractor's License Requirement	State of California Class C-17
9	Project Description	The work consists of the repair and replacement of windows and glass at various facilities maintained by the City. Facilities included, but not limited to are City Hall, Carnegie, Hutchins Street Square, various office buildings, the library, public safety buildings. The length of the contract will be from the Contract execution date to June 30, 2027.
10	Contract Calendar Days	Contract is on-call until June 30, 2027
11	Liquidated Damages (Dollars per Calendar Day)	N/A
12	City of Lodi Department	Public Works
13	Department's Full Address	221 W. Pine St., Lodi CA 95240
14	Project Manager's Name	Alice Bernardino
15	Project Manager's Title	Associate Civil Engineer
16	Project Manager's Email	abernardino@lodi.gov
17	Insurance Requirements	\$1M Each Occurance / \$2M Aggregate

Exhibit B – Bid Schedule

(Complete and submit with Bid Proposal)

See Section 6-07 Description of Bid Items and Exhibits A-B for addition information.

In this contract, the following bid schedule shall apply.

Item	Description	Qty	Unit	Unit Price	Total
1	2-Person Crew (Hourly Rate)	200	HR	\$ 340.00	\$ 68,000.00
2	2-Person Crew after-hours (Hourly Rate)	10	HR	\$ 470.00	\$ 4,700.00

TOTAL \$ 72,700.00

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING INTERIM CITY
MANAGER OR DESIGNEE TO AWARD CONTRACT FOR CITYWIDE
WINDOW AND GLASS REPAIR AND REPLACEMENT TO MOUNTAIN
VALLEY GLASS, INC. OF VALLEY SPRINGS AND EXECUTE CHANGE
ORDERS

=====

WHEREAS, City windows and glass are occasionally in need of replacement due to vandalism, leaks or age and this contract will allow the City to retain a contractor on an “as-needed” basis to quickly respond to any necessary window and glass repair or replacement; and

WHEREAS, Staff requested bids for the contract utilizing the City’s Uniform Public Construction Cost Accounting Act portion of the adopted purchasing policy (for projects estimated less than \$220,000) and one bid was received in the amount of \$72,700 from Mountain Valley Glass, Inc. of Valley Springs; and

WHEREAS, Staff recommends authorizing the Interim City Manager or designee to award contract for Citywide Window and Glass Repair and Replacement to Mountain Valley Glass, Inc. in the amount of \$72,700 and execute change orders in an amount not-to-exceed \$20,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Interim City Manager or designee to award contract for Citywide Window and Glass Repair and Replacement to Mountain Valley Glass, Inc. in the amount of \$72,700 and execute change orders in an amount not-to-exceed \$20,000; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: December 3, 2025

=====

I hereby certify that Resolution No. 2025-__ was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 3, 2025 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Accept Improvements Under Contract for Traffic Signal and Lighting Project - Victor Road (SR 12) and Guild Avenue (PW)

MEETING DATE:

December 3, 2025

PREPARED BY:

Interim Public Works Director

RECOMMENDED ACTION:

Accept improvements under contract for Traffic Signal and Lighting Project - Victor Road (SR12) and Guild Avenue.

BACKGROUND INFORMATION:

Steady growth in the industrial area east of SR 99 has resulted in additional traffic impacts at the intersection at Victor Road (SR 12) and Guild Avenue. This intersection was previously a 4-way intersection with stop controls on Guild Avenue. After receiving several requests for a traffic signal installation at this location, staff conducted a traffic signal evaluation that determined this intersection met the State criteria. Due to this being a State Route, the process of getting the signal designed, permitted, and constructed took the Traffic and Construction Management divisions of Public Works approximately eight (8) years.

This project installed curb ramps, crosswalk, traffic signal and lighting improvements at the Guild Avenue and Victor Road (SR 12) intersection. This project also relocated the raised median on Guild Avenue north of Victor Road to accommodate large truck turning movements as required by Caltrans.

On August 7, 2024, Council approved the plans and specifications and authorized advertisements for bids.

On November 6, 2024, Council awarded this project to St. Francis Electric in the amount of \$903,999.00, and authorized the City Manager to execute change orders in an amount not-to-exceed \$100,000.

On October 22, 2025, all work was completed in substantial conformance with the plans and specifications approved by City Council. The final contract price was \$968,388.12 with five (5) change orders that totaled \$64,389.12. Photos of the completed work are shown in Exhibit A, and a breakdown of the change orders are as follows:

Change Order No. 1 (\$98,471.62) included a conductor change for the flashing beacon, a credit for removing the telephone cabinet from the project, and nighttime work required by Caltrans.

Change Order No. 2 (\$8,849.35) included a replacement anchor bolt package to be procured due to Caltrans on-site source inspection requirements.

COUNCIL COMMUNICATION

Change Order No. 3 (\$12,885.64) included additional work required to locate a water line prior to boring new conduits.

Change Order No. 4 (-\$59,197.30) included additional concrete work required to facilitate new path of travel improvements and a credit for a portion of work added with Change Order No. 1 (that was no longer necessary).

Change Order No. 5 (\$3,379.81) included additional work required to restore additional utility pothole locations.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

STRATEGIC VISION:

5. Infrastructure: Develop and maintain a robust infrastructure to support a World class city..

FISCAL IMPACT:

Installation of this signal project improves the flow of truck traffic while enhancing safety at this intersection. This project did not impact the General Fund and has a minimal impact on long-term citywide traffic signal maintenance costs.

FUNDING AVAILABLE:

This project was funded through Street Impact Fees.

EXHIBIT A

Victor Road at Guild Avenue - Looking West



Guild Avenue at Victor Road - Looking north



EXHIBIT A

Westbound Victor Road - Signal Ahead Sign with Flashing Beacon



Crosswalks with ADA ramps and Accessible Push Buttons





COUNCIL COMMUNICATION

AGENDA TITLE:

Set a Public Hearing for December 17, 2025 to Consider Adoption of the 2025 California Building Code, California Existing Building Code, Mechanical Code, Electrical Code, Plumbing Code, Residential Code, Green Building Standard Code, and Fire Code (CD)

MEETING DATE:

December 3, 2025

PREPARED BY:

Derek Poe, Chief Building Official

RECOMMENDED ACTION:

Set a Public Hearing for December 17, 2025 to Consider Adoption of the 2025 California Building Code, California Existing Building Code, Mechanical Code, Electrical Code, Plumbing Code, Residential Code, Green Building Standard Code, and Fire Code.

BACKGROUND INFORMATION:

Pursuant to Health and Safety Code Section 18938, the California Building Standards Commission has selected January 1, 2026, as the effective date for the 2025 California Building Code, 2025 California Existing Building Code, 2025 California Mechanical Code, 2025 California Electrical Code, 2025 California Plumbing Code, 2025 California Residential Code, 2025 California Fire Code, and 2025 California Green Building Standard Code.

Every three years, Building/Construction and Fire Codes are amended by the State to include provisions of the most recent version. The State of California Building Standards Commission adopts new State standards, which cities and counties are therefore mandated to adopt. If codes with amendments are not adopted locally by January 1, 2026, then cities are required to follow State codes only. The need for the new ordinances is to adopt specific appendixes and/or administration provisions not adopted by the State. An example of this is:

- Administration Chapter I, Division II has been amended to have the City Council sit as the board of appeals for alternate materials and types of construction versus a separate appointed board of appeals; and
- Appendix J will be adopted to assist staff and design professionals with clear direction for construction design guidelines for grading, excavation, and earthwork.

The major changes in this code cycle are in the California Building Code, California Energy Code, and California Green Building Standard Code. These changes will have some benefits and restrictions compared to the existing Codes.

STRATEGIC VISION:

4E. Housing: Adopt standards and policies to promote housing for all economic levels.

COUNCIL COMMUNICATION

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Set a Public Hearing for December 17, 2025 to Consider Waiving the First Reading and Introducing an Ordinance Amending Lodi Municipal Code, Title 1 (General Provisions) Chapter 1.10 "Administrative Enforcement Provision" and Title 6 (Animals) Chapter 6.04 "Impoundment," Chapter 6.08 "Prohibited Animals," Chapter 6.12 "Dogs and Cats," Chapter 6.14 "Keeping and Sanitation"; and Chapter 6.15 "Vicious/Potentially Dangerous Dog." (CA)

MEETING DATE:

December 3, 2025

PREPARED BY:

Katie Lucchesi, City Attorney

RECOMMENDED ACTION:

Set a Public Hearing for December 17, 2025 to Consider Waiving the First Reading and Introducing an Ordinance Amending Lodi Municipal Code, Title 1 (General Provisions) Chapter 1.10 "Administrative Enforcement Provision" and Title 6 (Animals) Chapter 6.04 "Impoundment," Chapter 6.08 "Prohibited Animals," Chapter 6.12 "Dogs and Cats," Chapter 6.14 "Keeping and Sanitation"; and Chapter 6.15 "Vicious/Potentially Dangerous Dog."

BACKGROUND INFORMATION:

The Lodi Animal Services Division ("Animal Services") provides care and services for Lodi residents and pets alike. From field response to animal shelter care, help finding adoptable animals new homes, providing humane education, and investigating violations of Lodi Municipal Code (LMC) and animal cruelty cases, the Animal Services staff work to ensure the safety and well-being of all residents and animals in Lodi.

To better perform their regular duties, Animal Services staff members have reviewed the LMC regulations and worked with the City Attorney's office to propose amendments to the current LMC text to clarify definitions, authority, and procedures. Additionally, the proposed amendments would establish a new trap, neuter, and return (TNR) program to help address the growing feral cat population.

The proposed revisions are intended to make the LMC animal code provisions clearer for the community and allow Animal Services staff to better perform their duties. To accomplish this, the proposed ordinance includes the following key changes in the LMC Chapters as follows:

- Chapter 1.10 - Defining an "enforcement officer" and clarifying LMC enforcement authority.
- Chapter 6.08 - adds definitions, prohibits feeding feral cats, and clarifies that violations of the chapter are infractions rather than misdemeanors.
- Chapter 6.04 and 6.12 - clarifies the limits for permissible breeding and sales of dogs and cats, adds the microchipping requirement for impounded animals to contain current owner information, so owners can easily be identified and contacted if the animal is impounded in the future, and states that violations of the LMC chapters are infractions rather than misdemeanors.

COUNCIL COMMUNICATION

- Chapter 6.14 - establishes the TNR program, and states that violations are infractions rather than misdemeanors.
- Chapter 6.15 - clarifies the definitions of “potentially dangerous dog” versus a “vicious dog” and adds a reference to “permitted poultry” when considering impacts to domestic animals.

Therefore, staff requests that the Council set a public hearing for December 17, 2025, to consider waiving the first reading and introducing an ordinance amending the LMC as noted above.

STRATEGIC VISION:

7G. Public Safety: High levels of community involvement by public safety employees.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Presentation to Outgoing Mayor and Adopting Resolutions for Reorganization of the Lodi City Council by Selecting a Mayor and a Mayor Pro Tempore (CLK)

MEETING DATE:

December 3, 2025

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Following presentation to the outgoing Mayor by Interim City Manager Lindsay, adopt resolutions selecting a Mayor and a Mayor Pro Tempore to serve the Lodi City Council.

BACKGROUND INFORMATION:

Pursuant to Lodi Municipal Code Section 2.04.070, it is necessary that the City Council reorganize by selecting a Mayor and Mayor Pro Tempore for the next year's term.

The reorganization of the City Council will take place as follows:

Reorganization of the Lodi City Council

- Presentation to the former Mayor Bregman by Interim City Manager Lindsay.
- Presentation to Mayor Nakanishi by Councilmember Bregman.
- Presentation to City Council Members by Mayor Nakanishi.
- City Clerk will conduct the vote for the office of Mayor.
- Following the selection of the Mayor, the City Clerk will hand the gavel to the newly-selected Mayor, who will then conduct the vote for the office of Mayor Pro Tempore.
- The newly-selected Mayor will then adjourn the meeting.

STRATEGIC VISION:

Not applicable.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL CONFIRMING THE ELECTION
OF THE MAYOR

=====

WHEREAS, reorganization of the City Council takes place each year at a regular meeting in December; and

WHEREAS, during the reorganization, the Council as a whole conduct a selection process by nomination and vote for the positions of Mayor and Mayor Pro Tempore; and

WHEREAS, at its meeting held December 3, 2025, _____ was nominated and approved to serve as Mayor for a one-year period.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that Resolution No. 2025-_____ is hereby adopted confirming the selection and approval of _____ as Mayor of the City of Lodi for a one-year period; and

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its adoption.

Dated: December 3, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the Lodi City Council in a regular meeting held December 3, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE LODI CITY COUNCIL CONFIRMING THE ELECTION
OF THE MAYOR PRO TEMPORE

=====

WHEREAS, reorganization of the City Council takes place each year at a regular meeting in December; and

WHEREAS, during the reorganization, the Council as a whole conduct a selection process by nomination and vote for the positions of Mayor and Mayor Pro Tempore; and

WHEREAS, at its meeting held December 3, 2025, _____ was nominated and approved to serve as Mayor Pro Tempore for a one-year period.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that Resolution No. 2025-_____ is hereby adopted confirming the selection and approval of _____ as Mayor Pro Tempore of the City of Lodi for a one-year period; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

Dated: December 3, 2025

=====

I hereby certify that Resolution No. 2025-_____ was passed and adopted by the Lodi City Council in a regular meeting held December 3, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____