



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

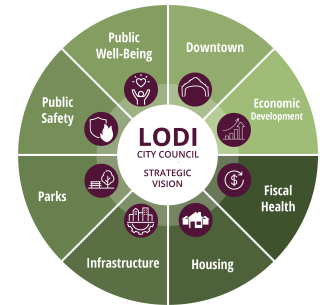
AGENDA - Regular Meeting

Date: July 2, 2025

Time: Closed Session - 6:00 p.m.

Regular Session - 7:00 p.m.

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



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.

AMENDED TO ADD CLOSED SESSION TITLE C-2 b)

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) 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)
- b) Conference with Legal Counsel - Anticipated Litigation, Significant Exposure to Litigation pursuant to California Government Code Section 54956.9(d)(2)

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 Proclamation Proclaiming the Month of July 2025 as Parks and Recreation Month (PRCS)

Attachments: [Attachment 1 - Proclamation](#)

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) April 2, 2025 (Regular Meeting)

Attachments: [Attachment 1 - April 2, 2025 Regular Meeting Minutes](#)

- Res. **C.2** Adopt a Resolution Authorizing the City Manager to Execute Amendment No. 3 to the Professional Services Agreement with Cen-Cal Fire Systems, Inc. to Extend Term to December 31, 2025 and Add an Option to Extend the Term Up to Six (6) Months (CD)

Attachments: [Attachment 1 - Cen-Cal Fire Systems Amendment No. 3](#)
[Attachment 2 - Resolution](#)

- Res. **C.3** Adopt a Resolution Authorizing the City Manager to Execute Amendment No. 5 to the Professional Services Agreement with NJ Associates, Inc., of Lodi for Construction Administration and Additional Architectural Services in an Amount Not to Exceed \$86,430, for a Total Amount Not to Exceed \$1,321,430 (CD)

Attachments: [Attachment 1 - Amendment No. 5](#)
[Attachment 2 - Resolution](#)

- Res. **C.4** Adopt a Resolution Authorizing the Acting City Manager to Execute Amendment No. 8 to the Professional Services Agreement with Michael Baker International, Inc. (MBI) for Community Development Block Grant Administration and Housing Program Support Services to Extend the Term of the Agreement through June 30, 2026 and Roll Any Unexpended Funds to Fiscal Year 2026 (CD)

Attachments: [Attachment 1 - Amendment No. 8](#)
[Attachment 2 - Resolution](#)

- Res. **C.5** Adopt a Resolution Authorizing the City Manager to Execute Amendment No. 3 to the Professional Services Agreement with Martin Elevators, a California Corporation, DBA Nationwide Lifts of Nor Cal, to Extend Term to December 31, 2025 and Add an Option to Extend the Term Up to Six (6) Months (CD)

Attachments: [Attachment 1 - Amendment No. 3](#)
[Attachment 2 - Resolution](#)

- Res. **C.6** Adopt a Resolution Authorizing Appropriations for Aeration Diffusers System Replacements at White Slough Water Pollution Control Facility (\$250,000) (PW)

Attachments: [Attachment 1 - Resolution](#)

- Res. **C.7** Adopt a Resolution Authorizing the Public Works Director to Sign the Agreement with PG&E to Provide Natural Gas Service to the New Animal Shelter (PW)

Attachments: [Attachment 1 - PG&E Agreement](#)
[Attachment 2 - Resolution](#)

- Res. **C.8** Adopt a Resolution Awarding Contract for the Well 6R and Well 14 GAC System Improvements, to Conco-West, Inc. DBA Conco West, Inc., of Manteca, California, (\$3,361,200), Authorizing City Manager, or their Designee, to Execute Change Orders (\$300,000) And Appropriating Funds (\$3,661,200) (PW)

Attachments: [Attachment 1 - Exhibit A Well 6R Site Map](#)
[Attachment 2 - Exhibit B Well 14 Site Map](#)
[Attachment 3 - Exhibit C Well 6R/14 Project Locations](#)
[Attachment 4 - CIP Well 6R & 14 GAC System Improvements](#)
[Attachment 5 - Contract](#)
[Attachment 6 - Resolution](#)

- Res. **C.9** Approve Plans and Specifications and Authorize Advertisement for Bids for 2025 Pavement Resurfacing Project, and Adopt a Resolution Authorizing City Manager or Designee to Award Contract to Lowest Responsive Bidder and Execute Change Orders (\$1,700,000 Combined) and Appropriate Funds (\$1,700,000) (PW)

Attachments: [Attachment 1 - Exhibit A Resurfacing Locations](#)
[Attachment 2 - Resolution](#)

- Res. **C.10** Approve Plans and Specifications and Authorize Advertisement for Bids for Central Plume PCE/TCE Soil Remediation Project at 212 W. Pine St, Adopt a Resolution Authorizing City Manager to Award the Contract to the Lowest Responsive Bidder (\$1,000,000) and Execute Change Orders (\$100,000), and Appropriate Funds (\$1,000,000) (PW)

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

- C.11** Accept Improvements Under Contract for Water Meter Program Phase 9 (Multi-Family) (PW)

Attachments: [Attachment 1 - Exhibit A Phase 9 New Meter Locations Map](#)

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**

G.1 Provide Direction to Staff on Business Pre-Development Review Process (ED)

G.2 Provide Direction to Staff on Local Business Preference for Purchasing (ED)

Res. **G.3** Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Luis Aguilar, Economic Development Director, for a Salary Increase to \$188,760 Retroactive to February 5, 2025 (CM)

Attachments: [Attachment 1 - Employment Agreement Addendum](#)
[Attachment 2 - Resolution](#)

Res. **G.4** Adopt a Resolution Establishing the Policy for the City Council Non-Profit Fund (CLK)

Attachments: [Attachment 1 - Resolution](#)
[Attachment 2 - Exhibit A to Resolution \(Proposed Policy\)](#)

H. Ordinances**I. 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 Proclamation Proclaiming the Month of July 2025 as Parks and Recreation Month (PRCS)

MEETING DATE:

July 2, 2025

PREPARED BY:

Emerson Yellen, Deputy Director, Parks, Recreation & Cultural Services Director

RECOMMENDED ACTION:

Mayor Bregman will present a proclamation proclaiming the month of July 2025 as Parks and Recreation Month in the City of Lodi.

BACKGROUND INFORMATION:

Since 1985, the National Recreation and Park Association (NRPA) has celebrated July as Park and Recreation Month to recognize the essential services provided by park and recreation professionals nationwide. This year marks the 40th annual celebration, highlighting the critical role these services play in building vibrant, healthy, and resilient communities.

The 2025 theme, "Build Together, Play Together: 40 Years of Park and Recreation Month," emphasizes the collaborative efforts of more than 160,000 full-time professionals and countless part-time and seasonal staff and volunteers who maintain and support local parks, facilities, and programming. These contributions foster lifelong memories, enhance community well-being, and strengthen social bonds.

Throughout July, the City of Lodi's Parks, Recreation, and Cultural Services Department will join other agencies across the nation in recognizing the value of parks and recreation through community engagement, social media storytelling, and staff appreciation efforts.

With July being celebrated across the nation as Parks and Recreation Month, the Council is asked to proclaim July 2025 as Parks and Recreation Month in the City of Lodi.

STRATEGIC VISION:

8A. Public Well-Being: Increase opportunities for physical, recreational, and cultural activities.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.

PROCLAMATION

Parks and Recreation Month

WHEREAS, parks and recreation are an integral part of communities, including Lodi, promoting health and wellness by improving the physical and mental health of people who live near them; and

WHEREAS, parks and recreation encourage time spent in nature, improving mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers, while also encouraging physical activity through access to sports, hiking, swimming and other activities; and

WHEREAS, parks and recreation serve as a vital resource for healthy meals, nutrition education and essential programming, such as youth sports, after school activities and environmental education, that are critical to childhood development; and

WHEREAS, parks and recreation strengthen a community's economic prosperity by increasing property values, expanding the local tax base, attracting tourism and businesses, and contributing to crime reduction; and

WHEREAS, parks and recreation are fundamental to the environmental health and resilience of our community, serving as adaptable infrastructure that supports climate sustainability, preserves ecological beauty, and offers spaces for residents of all ages to connect with nature and enjoy the outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Lodi, California recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, BE IT RESOLVED that I, Cameron Bregman, Mayor of the City of Lodi, do hereby proclaim the month of July as Parks and Recreation Month.

SIGNED on this 2nd day of July, 2025.

Cameron Bregman
Mayor, City of Lodi



COUNCIL COMMUNICATION

AGENDA TITLE:

Approve Minutes

a) April 2, 2025 (Regular Meeting)

MEETING DATE:

July 2, 2025

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Approve the following minutes as prepared:

a) April 2, 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, APRIL 2, 2025 - 7:00 PM**

C-1 Call to Order / Roll Call

The City Council Closed Session Meeting of April 2, 2025, was called to order by Mayor Bregman at 5:50 p.m.

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

Absent: Mayor Pro Tempore Yepez and Council Member Hothi

Also Present: City Manager Carney, City Attorney Lucchesi, and City Clerk Nashed

Council Member Hothi joined the meeting at 5:50 p.m.

Mayor Pro Tempore Yepez joined the meeting at 5:51 p.m.

C-2 Announcement of Closed Session

City Attorney Lucchesi announced the following Closed Session items:

- a) ACTUAL LITIGATION: Government Code §54956.9: Two Cases - Timothy Ivey v. City of Lodi, Workers' Compensation, WCAB Case #'s ADJ14304026 (02/11/2021) and WCAB Case # ADJ1891300 (03/07/2023) (CA)
- b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Two Appointed Positions - City Attorney and City Manager, per Government Code § 54957.

C-3 Adjourn to Closed Session

At 5:50 p.m., Mayor Bregman adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:42 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Bregman reconvened the City Council meeting, and City Attorney Lucchesi disclosed the following actions.

Item C-2 a) was no reportable action.

Item C-2 b) was no reportable action.

A. Call to Order / Roll Call

The open session of the Regular City Council Meeting of April 2, 2025, was called to order by Mayor Bregman at 7:00 p.m.

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

Absent: None

Also Present: City Manager Carney, City Attorney Lucchesi, and City Clerk Nashed

B. Presentations

B.1 Presentation of San Joaquin County 175th Anniversary Celebration (CLK)

San Joaquin County Board of Supervisors, Chair Paul Canepa and Supervisor Steve Ding presented Mayor Bregman with a Proclamation in celebration of the 175th Anniversary of San Joaquin County.

B.2 Presentation of Proclamation Proclaiming April 8, 2025 as International Be Kind to Lawyers Day in Lodi (CLK)

Mayor Bregman presented Proclamations to City Attorney Katie Lucchesi, Assistant City Attorney Janelle Krattiger, Economic Development Committee Member Mona Shulman, and Planning Commissioner Trent Diehl in honor of International Be Kind to Lawyers Day.

B.3 Presentation of Proclamation Proclaiming the Week of March 30 - April 5, 2025 as National Property and Evidence Professionals Appreciation Week in Lodi (PD)

Mayor Bregman presented a Proclamation to Property & Evidence Technician Kim VanTassel in honor of National Property and Evidence Professionals Appreciation Week.

B.4 Presentation of Proclamation Recognizing the Month of April 2025 as National Autism Awareness and Acceptance Month in Lodi (PD)

Mayor Bregman presented a proclamation to the Lodi Police Department recognizing the month of April 2025 as National Autism Awareness and Acceptance Month.

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

Council Member Craig-Hensley made a motion, seconded by Mayor Pro Tempore Yepez, 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 Craig-Hensley, Council Member Hothi, Council Member Nakanishi, Mayor Pro Tempore Yepez, and Mayor Bregman

Noes: None

Absent: None

C.1 Adopt a Resolution Authorizing the City Attorney to Enter into Amendment No. 1 to Engagement of Legal Services Agreement with Sloan Sakai Yeung & Wong LLP for Legal Services \$ 110,000 (CA)

Adopted **Resolution No. 2025-039** authorizing the City Attorney to enter into Amendment No. 1 to Engagement of Legal Services Agreement with Sloan Sakai Yeung & Wong LLP for Legal Services \$ 110,000.

- C.2 Adopt a Resolution Approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2023/24 (FIN)

Adopted **Resolution No. 2025-040** approving Impact Mitigation Fee Program Annual Report for Fiscal Year 2023/24.

- C.3 Adopt a Resolution Authorizing City Manager to Execute No Cost Amendment No. 2 to Professional Services Agreement with Efficiency Services Group, LLC of Hillsboro, OR for DIY Commercial Lighting Pilot Program (EU)

Adopted **Resolution No. 2025-041** authorizing City Manager to execute no cost Amendment No. 2 to Professional Services Agreement with Efficiency Services Group, LLC of Hillsboro, OR for DIY Commercial Lighting Pilot Program.

- C.4 Adopt a Resolution Approving Amendment No. 1 to the Agreement with Lodi Unified School District to Provide Community Based Organization (CBO) After School Staff Support for the Bridge Program at Five Locations During School Year 2024-25, Increasing the Agreement Amount by \$51,530 for a Total Not-to-Exceed Amount of \$540,530 an Appropriate Funds (PRCS)

Adopted **Resolution No. 2025-042** approving Amendment No. 1 to the Agreement with Lodi Unified School District to provide Community Based Organization (CBO) after school staff support for the Bridge Program at five locations during school year 2024-25, Increasing the Agreement amount by \$51,530 for a total not-to-exceed amount of \$540,530 an appropriate funds.

- C.5 Approve Specifications and Authorize Advertisement for Bids for 2025-2027 Standby Generators Maintenance, Repair and Rental Contract; Adopt a Resolution Authorizing City Manager or Designee to Award the Contract to Lowest Responsive Bidder Not-To-Exceed \$700,000; Authorize City Manager to Execute Change Orders Not-To-Exceed \$70,000 (PW)

Approved specifications and authorized advertisement for bids for 2025-2027 Standby Generators Maintenance, Repair and Rental Contract; Adopted **Resolution No. 2025-043** authorizing City Manager or Designee to award the contract to lowest responsive bidder not-to-exceed \$700,000; Authorized City Manager to execute Change Orders not-to-exceed \$70,000.

- C.6 Post for Vacancies on the Lodi Improvement Committee, Planning Commission, and the Greater Lodi Area Youth Commission (Student Members and Adult Advisor) (CLK)

Directed the City Clerk to post for vacancies on the Lodi Improvement Committee, Planning Commission, and the Greater Lodi Area Youth Commission (Student Members and Adult Advisor).

D. Comments by the Public on Non-Agenda Items

Ria Jones provided public comment regarding an election proclamation.

Terry Welch provided public comment regarding the Safeguard American Voter Eligibility Act or the SAVE Act.

Bailey Caswell provided public comment regarding the Lodi Art Hop.

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

Council Member Craig-Hensley provided an update regarding her attendance at a Lodi Energy Center Tour, Cal Cities Central Valley Division meeting, Lodi Police Chief's Gala , Visit Lodi stakeholder meeting, Congressional meeting regarding the Delta waterway, San Joaquin Regional Rail Executive Committee meeting, and San Joaquin Council of Governments meeting. She thanked Lodi Chamber of Commerce and Love Lodi for the cleanup of the Grape Bowl; she also thanked the Police and Public Works departments for their attendance at a Town Hall regarding Turner Rd.

F. Public Hearings

None.

G. Regular Calendar

G.1 Receive Update from the Downtown Lodi Business Alliance (ED)

Economic Development Director, Luis Aguilar, provided an introduction for the item and introduced President of the Downtown Business Alliance ("DBA"), David Claxton. Mr. Claxton and DBA Marketing and Social Media Contractor Bailey Caswell provided PowerPoint presentation on the item.

G.2 Receive Information on the 2024 Lodi Electric Utility Business and Key Account Customer Satisfaction Survey (EU)

Key Accounts and Customer Programs Specialist, Astrida Trupovnieks, provided an introduction on the item and introduced CEO of GreatBlue Research, Michael Vigeant. Mr. Vigeant provided a PowerPoint presentation on the item.

G.3 Receive Report and Adopt a Resolution Approving Fiscal Year 2024-25 Mid-Year Budget Adjustments; Adding One Administrative Services Director/Chief Financial Officer Position, Two New Customer Service Representative Positions, One Budget Analyst Position, Two Associate Planners and a Program Coordinator (Rental Coordinator) Position; and Reclassifying a Transit Planner Position, Human Resources Manager Position, and Information Technology Manager Position (ISD - BUD)

Mayor Bregman called a recess at 8:43 p.m.

Mayor Bregman reconvened the meeting at 8:46 p.m.

Budget Manager Jennelle Baker provided PowerPoint presentation on the item.

Gary Wiman provided public comment on the item.

Council Member Hothi made a motion, seconded by Mayor Pro Tempore Yopez, to adopt **Resolution No. 2025-044** approving Fiscal Year 2024-25 Mid-Year Budget Adjustments; Adding Two New Customer Service Representative Positions, One Budget Analyst Position, Two Associate Planners and a Program Coordinator (Rental Coordinator) Position; and Reclassifying a Transit Planner Position.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H. Ordinances

None.

I. Adjournment: There being no further business to come before the City Council, Mayor Bregman adjourned the meeting at 9:55 p.m.

ATTEST:

Olivia Nashed,
City Clerk



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing the City Manager to Execute Amendment No. 3 to the Professional Services Agreement with Cen-Cal Fire Systems, Inc. to Extend Term to December 31, 2025 and Add an Option to Extend the Term Up to Six (6) Months (CD)

MEETING DATE:

July 2, 2025

PREPARED BY:

Jennifer Rhyne, Neighborhood Services Manager

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Cen-Cal Fire Systems, Inc. to extend term to December 31, 2025 and add an option to extend the term up to six (6) months.

BACKGROUND INFORMATION:

On August 2, 2023, City Council approved the execution of a Professional Services Agreement for the installation of Fire Sprinklers for the Main Street Transitional Housing Project. On June 5, 2024, City Council approved Amendment No. 1 to extend the term of the agreement to October 31, 2024 and on November 20, 2024 approved Amendment No. 2 and Extension No. 1 which extended the term of the agreement to June 30, 2025. Due to addition of phase II of the project, the term of the agreement now needs to be extended to ensure final inspections can occur. No additional dollars are being requested at this time.

Staff recommends City Council adopt a resolution authorizing the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Cen-Cal Fire Systems, Inc. to extend term to December 31, 2025 and add an option to extend the term up to 6 months.

STRATEGIC VISION:

4C. Housing: Continued progress towards Regional Housing Needs Assessment goals.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

HPSJ-23001.Contracts.REAP2

AMENDMENT NO. 3

CEN-CAL FIRE SYSTEMS, INC.
22 SOUTH MAIN STREET FIRE SPRINKLER PROJECT CONTRACT

THIS AMENDMENT NO. 3 TO 22 SOUTH MAIN STREET FIRE SPRINKLER PROJECT CONTRACT, is made and entered this ____ day of _____, 2025, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and CEN-CAL FIRE SYSTEMS, INC., a California corporation, hereinafter called "CONTRACTOR".

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a contract on December 13, 2023, Amendment No. 1 on October 30, 2024, Amendment No. 2 on January 31, 2025, and Extension No.1 on April 14, 2025 (collectively the "Agreement"), attached hereto as Attachment A and made a part hereof; and
2. WHEREAS, CITY, at its option, has advised CONTRACTOR of its intent to amend the terms of the Agreement through December 31, 2025; 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. 3 on the date and year first above written.

CITY OF LODI, a municipal corporation

CEN-CAL FIRE SYSTEMS, INC., a California corporation

JAMES LINDSAY
Acting City Manager

BYRON WEISZ
President

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney



EXTENSION NO. 1

CEN-CAL FIRE SYSTEMS, INC.
22 SOUTH MAIN STREET FIRE SPRINKLER PROJECT CONTRACT

THIS EXTENSION NO. 1 TO 22 SOUTH MAIN STREET FIRE SPRINKLER PROJECT CONTRACT, is made and entered this 14th day of April, 2025, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and CEN-CAL FIRE SYSTEMS, INC., a California corporation, hereinafter called "CONTRACTOR".

WITNESSETH:


1. WHEREAS, CONTRACTOR and CITY, entered into a contract on December 13, 2023, Amendment No. 1 on October 30, 2024, and Amendment No. 2 on January 31, 2025 (collectively the "Agreement"), attached hereto as Attachment A and made a part hereof; and
2. WHEREAS, CITY, at its option (see Recital 2, Amendment No. 2 in Attachment A), has advised CONTRACTOR of its intent to extend the terms of the Agreement for the optional six (6) months until June 30, 2025; and
3. WHEREAS, CONTRACTOR agrees to said extension.

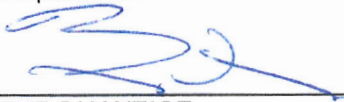
NOW, THEREFORE, the parties agree to extend the Agreement as set forth above; all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Extension No. 1 on the date and year first above written.

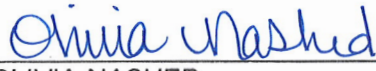
CITY OF LODI, a municipal corporation

CEN-CAL FIRE SYSTEMS, INC., a California corporation


SCOTT R. CARNEY *Christina Jaromay*
Acting City Manager


BYRON WEISZ
President

Attest:


OLIVIA NASHED
City Clerk

Approved as to Form:


KATIE O. LUCCHESI
City Attorney
jk
For Katie Lucchesi

AMENDMENT NO. 2

22 SOUTH MAIN STREET FIRE SPRINKLER PROJECT CONTRACT

THIS AMENDMENT No. 2 to the 22 South Main Street Fire Sprinkler Project Contract is made and effective this 31st day of January, 2024¹⁵ ("Amendment No. 2"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and Cen-Cal Fire Systems, Inc., a California Corporation, (hereinafter called "CONTRACTOR").

WITNESSETH:

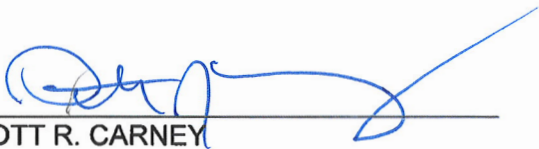
1. WHEREAS, CONTRACTOR and CITY, entered into a contract for design and installation of fire sprinklers at 22 South Main Street on December 13, 2023 and Amendment No. 1 on October 30, 2024 (collectively the "Agreement"), attached hereto as Attachment A and made a part hereof as though fully set forth herein; and
2. WHEREAS, CONTRACTOR and CITY now desire to extend the term of the Agreement until December 31, 2024 and add an option to extend the term up to 6 months; and
3. WHEREAS, all other terms and conditions of the Agreement remain unchanged.


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

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

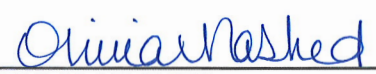
CITY OF LODI, a municipal corporation

CEN-CAL FIRE SYSTEMS, INC., a California corporation

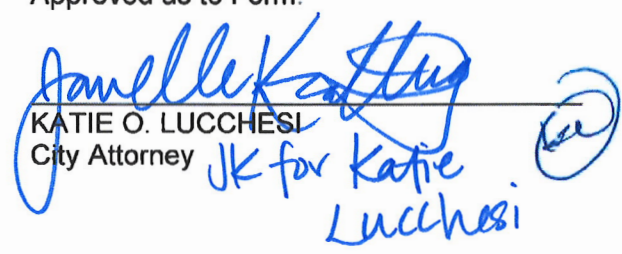

SCOTT R. CARNEY
City Manager


Byron Weisz (Jan 15, 2025 09:38 PST)
By: BYRON WEISZ
Title: President

Attest:


OLIVIA NASHED
City Clerk

Approved as to Form:


KATIE O. LUCCHESI
City Attorney

Cen-Cal Fire Amendmend No. 2_initialed

Final Audit Report

2025-01-15

Created:	2025-01-15
By:	Lorie Waters (lwaters@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARUHVHP1-930riugkbe5oUSnussganCW7

"Cen-Cal Fire Amendmend No. 2_initialed" History

-  Document created by Lorie Waters (lwaters@lodi.gov)
2025-01-15 - 5:16:44 PM GMT
-  Document emailed to Byron Weisz (byron@cen-calfire.com) for signature
2025-01-15 - 5:17:04 PM GMT
-  Email viewed by Byron Weisz (byron@cen-calfire.com)
2025-01-15 - 5:38:42 PM GMT
-  Document e-signed by Byron Weisz (byron@cen-calfire.com)
Signature Date: 2025-01-15 - 5:38:59 PM GMT - Time Source: server
-  Agreement completed.
2025-01-15 - 5:38:59 PM GMT



Adobe Acrobat Sign

AMENDMENT NO. 1

22 SOUTH MAIN STREET FIRE SPRINKLER PROJECT CONTRACT

THIS AMENDMENT No. 1 to the 22 South Main Street Fire Sprinkler Project Contract is made and effective this 30th day of October, 2024 ("Amendment No. 1"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and Cen-Cal Fire Systems, Inc., a California Corporation, (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into a contract for design and installation of fire sprinklers at 22 South Main Street on December 13, 2023 ("Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein; and
2. WHEREAS, CONTRACTOR and CITY now desire to extend the term of the Agreement until October 31, 2024; and
3. WHEREAS, all other terms and conditions of the Agreement remain unchanged.

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

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation

CEN-CAL FIRE SYSTEMS, INC., a California corporation



Scott R. Carney
City Manager



By: Byron Weisz
Title: President

Attest:



OLIVIA NASHED
City Clerk

Approved as to Form:



KATIE O. LUCCHESI
City Attorney *BIG for Katie Lucchesi*

**22 SOUTH MAIN STREET FIRE SPRINKLER PROJECT
22 SOUTH STREET**

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 Cen-Cal Fire Systems, 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 July 2018 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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 5.300, "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:

The work includes design and installation of a fire sprinkler system meeting NFPA 13, and other related items of work, for the design shown on the plans and specifications for the project.

CONTRACT ITEMS

Item	Description	QTY	Unit	Price	Total
1	Design and installation of fire sprinklers	1	LS	\$ 195,400	\$ 195,400

TOTAL: \$ 195,400

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 - The Contractor agrees to commence work pursuant to this contract within 7 calendar days after both parties have signed the contract, and permits submitted and approved, or as agreed-upon by the City and the Contractor in writing. Furthermore, the Contractor agrees to complete the work within 70 working days and all invoicing is due by March 1, 2024. Upon submitting a bid, Contractor agrees that length of time of the contract is reasonable.

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

Cen-Cal Fire Systems, Inc

By: Andrew C. Keys

ANDREW KEYS
Interim City Manager

By: [Signature]

Date: December 13, 2023

President
Title

Attest:

Olivia Nashed

OLIVIA NASHED
City Clerk

(CORPORATE SEAL)

Approved As To Form

[Signature]
KATIE O. LUCCHESI
City Attorney

RESOLUTION NO. 2025-__

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT CEN-CAL FIRE SYSTEMS, INC., TO EXTEND TERM TO DECEMBER 31, 2025 AND ADD AN OPTION TO EXTEND THE TERM UP TO SIX (6) MONTHS

=====

WHEREAS, On November 4, 2020, the City Council adopted the San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan (Strategic Plan); and

WHEREAS, in accordance with the American Rescue Plan Act (ARPA) of 2021, Department of Health Care Services (DHCS) developed a Medi-Cal Home and Community-Based Services (HCBS) Spending Plan detailing a series of initiatives to enhance, expand and strengthen HCBS in California. The Housing and Homelessness Incentive Program (HHIP) is one of the HCBS Transition Initiatives and is intended to support the delivery and coordination of health and housing services for Medi-Cal members statewide. HHIP is intended to bolster housing and homelessness-focused efforts and investments at local levels, with the aim of building or expanding capacity and partnerships to connect Medi-Cal members to needed housing services and achieving progress in reducing and preventing homelessness; and

WHEREAS, DHCS established required submissions and deliverables for managed care plans in participating counties to identify current state, priorities, investments, and monitor progress for HHIP; and will be distributing incentives for plans to oversee and administer payment for HHIP project(s); and

WHEREAS, as part of efforts to meet HHIP program priorities and measures, Health Plan of San Joaquin (HPSJ) will partner with local organizations which deliver housing, or supportive services to Medi-Cal members who are homeless or at risk of homelessness; and

WHEREAS, the City of Lodi submitted a proposal for acquisition and renovation of a hotel at 22 S. Main St. for development of a transitional and supportive housing project to HPSJ; and

WHEREAS, HPSJ Board awarded \$3,000,000 on April 26, 2023, towards the project submitted; and

WHEREAS, the Lodi City Council, on August 2, 2023, approved the execution of a Professional Services Agreement for design and installation of fire sprinklers for the Main Street Transitional Housing Project, subsequently awarded to Cen-Cal Fire Systems, Inc.; and

WHEREAS, the Lodi City Council, on June 5, 2024, approved Amendment No. 1 to extend the term of the agreement to October 31, 2024 and on November 20, 2024 approved Amendment No. 2 and Extension No. 1 which extended the term of the agreement to June 30, 2025; and

WHEREAS, due to addition of phase II of the project, the term of the agreement now needs to be extended to ensure final inspections can occur. No additional dollars are being requested at this time.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement Cen-Cal Fire Systems, Inc., to extend term to December 31, 2025 and add an option to extend the term up to 6 months, as shown in Attachment 1 to this item; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution 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: July 2, 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 July 2, 2025 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

Oliva Nashed
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing the City Manager to Execute Amendment No. 5 to the Professional Services Agreement with NJ Associates, Inc., of Lodi for Construction Administration and Additional Architectural Services in an Amount Not to Exceed \$86,430, for a Total Amount Not to Exceed \$1,321,430 (CD)

MEETING DATE:

July 2, 2025

PREPARED BY:

Jennifer Rhyne, Neighborhood Services Manager

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to execute Amendment No. 5 to the professional services agreement with NJ Associates, Inc., of Lodi, for construction administration and additional architectural services, in an amount not to exceed \$86,430, for a total amount not to exceed \$1,321,430

BACKGROUND INFORMATION:

On December 01, 2021, City Council authorized the City Manager to enter into a professional services agreement of NJ Associates, Inc. (NJA) for related architectural design services. On October 19, 2022, City Council authorized the execution of Amendment No. 1 for the development of the Access Center construction/bid documents, and construction administration. On April 19, 2023, City Council authorized the execution of Amendment No. 2 for the complete Access Center Project Design and Development including the Training Center. On June 21, 2023, City Council authorized the execution of Amendment No. 3, for a transitional and supportive housing project design development, construction documents, bid documents, and construction administration. On December 18, 2024, City Council authorized the execution of Amendment No.4 to cover revisions to Access Center Design and construction administration.

Due to additional architectural work being required for ADA compliant slab for the temporary Access Center and Phase II of the Main Street Transitional Housing Project, Staff recommend City Council adopt a resolution authorizing the City Manager to execute Amendment No. 5 to the professional services agreement with NJ Associates, Inc., of Lodi, for construction administration and additional architectural services, in an amount not to exceed \$86,430, for a total amount not to exceed \$1,321,430.

STRATEGIC VISION:

4C. Housing: Continued progress towards Regional Housing Needs Assessment goals.

FISCAL IMPACT:

Funds have been set aside for architectural services and has been accounted for in budgeting documents.

All ARPA funds related to Access Center for both capital and operation are obligated under the umbrella of the ARPA-22001 Capital Improvement Program Account and no budget adjustments are being requested.

COUNCIL COMMUNICATION

FUNDING AVAILABLE:

ARPA - 22001.Contracts - \$35,000

HPSJ-23001.Contracts. - \$51,430

AMENDMENT NO. 5

NJ ASSOCIATES, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

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

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

CITY OF LODI, a municipal corporation

NJ ASSOCIATES, INC., a California corporation

JAMES LINDSAY
Acting City Manager

By: JOHN A. VIERRA
Title: Owner / Architect

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

 _____
KATIE O. LUCCHESI
City Attorney

AMENDMENT NO. 4

NJ ASSOCIATES, INC.

THIS AMENDMENT No. 4 to the Agreement for Professional Services is made and effective this 16th day of January, 2024 ("Amendment No. 4"), by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and NJ ASSOCIATES, INC., a California Corporation, (hereinafter called "CONTRACTOR").

WITNESSETH:

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


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

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


CITY OF LODI, a municipal corporation

NJ ASSOCIATES, INC., a California corporation


 SCOTT R. CARNEY
 City Manager


 By: JOHN A. VIERRA
 Title: Owner / Architect

Attest:


 OLIVIA NASHED
 City Clerk

Approved as to Form:


 KATIE O. LUCCHESI
 City Attorney JK for Katie Lucchesi

CONTRACT AMENDMENT No. 3

NJ Associates, Inc.


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

WITNESSETH.


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

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


CITY OF LODI, a municipal corporation


 STEPHEN SCHWABAUER
 City Manager

Attest:


 OLIVIA NASHED
 City Clerk

Approved as to Form:


 JANICE D. MAGDICH
 City Attorney

CONTRACTOR


 NJ ASSOCIATES, INC.,
 a California Corporation
By: JOHN A. VIERRATitle: Owner/Architect

22 SOUTH MAIN

SERVICES AGREEMENT



01 ARCHITECTURAL SERVICES

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

1.1 PROJECT SCOPE

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

1.2 TASK #1: SCHEMATIC DESIGN

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

1.3 TASK #2: DESIGN DEVELOPMENT

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

01 ARCHITECTURAL SERVICES

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

1.4 TASK #3: CONSTRUCTION DOCUMENTS

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

1.5 TASK #4: BIDDING & NEGOTIATION

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

01 ARCHITECTURAL SERVICES

1.6 TASK #5: CONSTRUCTION ADMINISTRATION

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

1.7 ARCHITECTURAL SERVICES NOT PROVIDED

- Changes in the project's program defined in 1.1 Project Scope
- Fire sprinkler plan / fire alarm (to be provided by design-build subcontractor during construction)
- Geotechnical or any Survey (if required)
- Civil Engineering
- Landscape Architecture
- Hazardous material reports and abatement if necessary
- Joint trench design
- Solar design and engineering
- EV charging stations and engineering
- Signage design and signage permit
- Furniture and equipment design and engineering
- Public water service design & engineering
- Any governmental fees required by this work
- Full cost breakdown of construction
- NJA cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.

02 FEE SCHEDULE

2.1 COST BREAKDOWN

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

Misc. Incidentals \$ 2,975.00

Amendment #3 Amount not to Exceed \$95,000.00

Total Contract Amount not to Exceed \$1,075,000.00

02 FEE SCHEDULE

2.2 PAYMENT SCHEDULE

Balance will be invoiced monthly on progress to date

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

2.3 ADDITIONAL SERVICES

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

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

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

02 FEE SCHEDULE

2.4 REIMBURSABLE EXPENSES

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

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

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

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

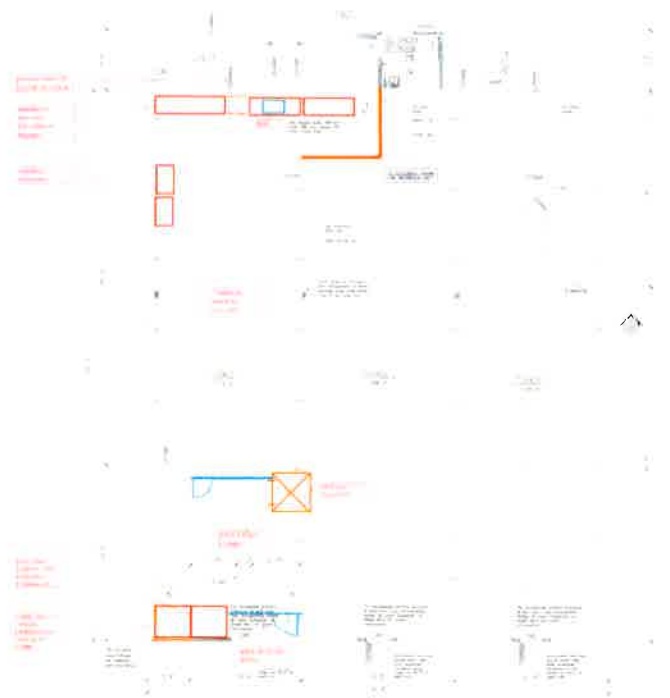
Payments are due and payable within (30) calendar days of Client's receipt of NJA's invoice. Undisputed amounts unpaid (30) calendar days after the invoice date shall bear interest from the date payments are due at a rate of 10% per annum (.833% per month), or the maximum amount allowed by applicable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

EXHIBIT 'A'



SECOND LEVEL FLOOR PLAN

OCCUP



FIRST LEVEL FLOOR PLAN

OCCUP

EXHIBIT A - Amendment #3

CONTRACT AMENDMENT No. 2

NJ Associates Inc

THIS CONTRACT AMENDMENT No. 2 is made and effective this 22nd day of April, 2023 by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY" and NJ Associates, Inc., a California Corporation, hereinafter called "Contractor"

WITNESSETH

- 1 CONTRACT. Contractor and City, entered into an Agreement for Professional Services on December 23, 2021 and Amendment No. 1 on November 11, 2022 (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein. Contractor and City now desire to expand the scope of services to include all phases of work for the project as outlined in Attachment A in an amount not to exceed \$225,000, for a total amount not to exceed of \$980,000 over the term of the Agreement.
- 2 EXTENSION TERM Contractor and City enacted the Option to Extend Term of Agreement and extend the Term limit to December 31, 2023. Contractor and City now desire to extend the Term limit to December 31, 2024 to allow adequate time to complete the buildout of the project.
- 3 TERMS AND CONDITIONS All other terms and conditions of the Agreement except as set forth above, will remain unchanged.

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

CITY OF LODI, a municipal corporation



STEPHEN SCHWABAUER
City Manager

CONTRACTOR

John M. ... May 18, 2023 16:39 PDT

NJ ASSOCIATES, INC.
a California Corporation

By JOHN A. VIERRA

Title	Owner/Architect
1960-1970	John F. Kennedy Library Foundation
1970-1980	John F. Kennedy Library Foundation
1980-1990	John F. Kennedy Library Foundation
1990-2000	John F. Kennedy Library Foundation
2000-2010	John F. Kennedy Library Foundation
2010-2020	John F. Kennedy Library Foundation
2020-Present	John F. Kennedy Library Foundation

Attest

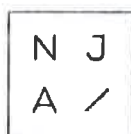
Pamela M. Farris

for: OLIVIA NASHED
City Clerk

Approved as to Form

Kate Lucchesi for
JANICE D MAGDICH
City Attorney

Amendment #2 Attachment A



NJA
ARCHITECTURE

REGARDING Additional Service #1

DATE February 28, 2023

CLIENT City of Lodi
221 W Pine Street
Lodi CA 95240

PROJECT Lodi Access Center Construction Documents

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

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

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

1.1 PROJECT SCOPE

Expanded phases

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

Additional Services

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

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

2.1 COST BREAKDOWN

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

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

IF YOU'RE GOING THE WAY

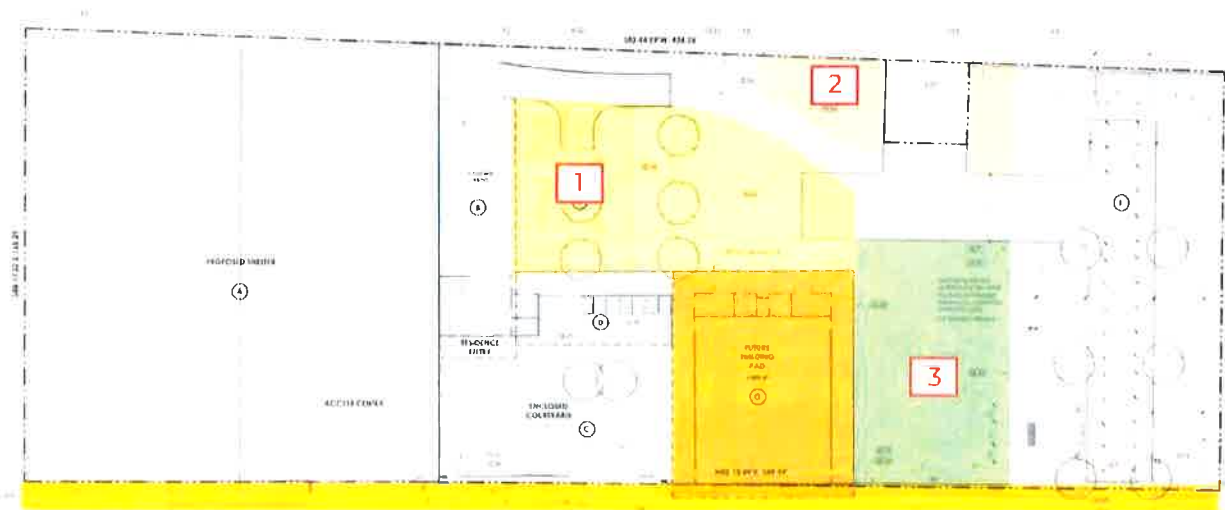


EXHIBIT A

CONTRACT AMENDMENT No. 1

NJ Associates, Inc.


THIS CONTRACT AMENDMENT No. 1 is made and effective this 11th day of November, 2022, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and NJ Associates, Inc., a California Corporation, hereinafter called "Contractor."

WITNESSETH:

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

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

CITY OF LODI, a municipal corporation


STEPHEN SCHWABAUER
City Manager


CONTRACTOR


John Vierra (Oct 11, 2022 15:57 PDT)
NJ ASSOCIATES, INC.,
a California Corporation

By JOHN A. VIERRA

Title: Owner/Architect

Attest:


OLIVIA NASHED
City Clerk

Approved as to Form


JANICE D. MAGDICH
City Attorney



ACCESS CENTER CD

SERVICES AGREEMENT



01 ARCHITECTURAL SERVICES

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

1.1 PROJECT SCOPE

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

1.2 DESIGN DEVELOPMENT

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

01 ARCHITECTURAL SERVICES

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

1.3 CONSTRUCTION DOCUMENTS

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

01 ARCHITECTURAL SERVICES

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

1.4 BID DOCUMENTS

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

1.5 CONSTRUCTION ADMINISTRATION

- RFI's
- Submittal review

- Review shop drawings
- Site visits

1.5 ARCHITECTURAL SERVICES NOT PROVIDED

- Changes in the project's program defined in 1.1 Project Scope
- Fire sprinkler plan / fire alarm (to be provided by design-build subcontractor during construction)
- Building Commissioning
- Geotechnical or any Survey (if required)
- Hazardous material reports and abatement if necessary
- Joint trench design
- Solar design and engineering
- Any governmental fees required by this work
- NJA cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.

02 FEE SCHEDULE

2.1 COST BREAKDOWN

CONTRACT SERVICES PROVIDED

CIVIL ENGINEERING	\$37,600
LANDSCAPE	\$12,600
ARCHITECTURE	
DESIGN DEVELOPMENT FEE	\$80,000
CONSTRUCTION DOCUMENTS FEE	\$110,000
BID DOCS & BID NEGOTIATION	\$26,000
STRUCTURAL ENGINEERING	\$38,000
MECHANICAL/PLUMBING ENGINEERING	\$58,000
ELECTRICAL ENGINEERING	\$26,500
FF&E DRAWINGS/SPEC/KITCHEN CONSULTANT	\$14,000
INTERIORS	\$15,250
COST ESTIMATING CONSULTANT	\$17,000
REIMBURSEMENT EXPENSES	\$3,000

TOTAL FOR ABOVE SERVICES **\$437,950**

CONSTRUCTION ADMINISTRATION T&M \$189,500 (ALLOWANCE)

In An Amount Not to Exceed \$630,000

02 FEE SCHEDULE

2.2 ADDITIONAL SERVICES

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

Architectural

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

Landscape

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

Electrical

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

Structural

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

Mechanical/Plumbing

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

Civil Engineering

Engineering:

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

Administration:

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

Surveying:

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

Reimbursable Expenses: Reimbursable expenses

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

02 FEE SCHEDULE

2.3 PAYMENT SCHEDULE

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

Remaining balance will be invoiced monthly on progress to date

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

2.4 REIMBURSABLE EXPENSES

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

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

Client Meetings - A total of (10) client meeting(s) (and/or site visits) are included in the flat fee. Any meeting or site visit exceeding the amount specified will be billed a minimum of 1 hour at the hourly rate as specified in Article 2.2.

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

Payments are due and payable within (30) calendar days of Client's receipt of NJA's invoice. Undisputed amounts unpaid (30) calendar days after the invoice date shall bear interest from the date payments are due at a rate of 10% per annum (8.33% per month), or the maximum amount allowed by applicable law.

EXHIBIT A



EXHIBIT B



AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

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

Section 1.2 Purpose

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

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

ARTICLE 2 SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

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

Section 2.7 Option to Extend Term of Agreement

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

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

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

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

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

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

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

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

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

Section 4.22 Counterparts and Electronic Signatures

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

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

CITY OF LODI, a municipal corporation

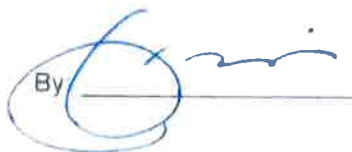

ATTEST


JENNIFER CUSMIR
City Clerk


STEPHEN SCHWABAUER
City Manager

APPROVED AS TO FORM
JANICE D. MAGDICH, City Attorney

NJ ASSOCIATES, INC., a California Corporation

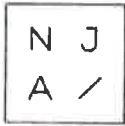
By 


By 
Name JOHN A. VIERRA
Title Architect

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

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

Exhibit A & B



NJA
ARCHITECTURE

SERVICES AGREEMENT

OCTOBER 15th, 2021

LODI ACCESS CENTER

MULTI SITE STUDY

COMPANY

PREPARED BY
JOHN A VIERRA
ARCHITECT (C35199)

NICHOLAS M SEWARD
ARCHITECT (C38947)

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

CLIENT

PREPARED FOR
JOHN DELLA MONICA
COMMUNITY DIRECTOR

CITY OF LODI
221 W PINE STREET
LODI CA 95240

ARTICLE 1

ARCHITECTURAL SERVICES

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

1.1 PROJECT SCOPE

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

1.2 PRELIMINARY DESIGN DELIVERABLES

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

1.3 ARCHITECTURAL SERVICES SHALL NOT INCLUDE

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

ARTICLE 1 ARCHITECTURAL SERVICES

- Construction Documents
- Equipment design and layout
- Building commissioning
- Hazardous material reports and abatement if necessary
- Preparing estimates of construction
- NJA cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others

ARTICLE 2 FEE BREAKDOWN

2.1 COST BREAKDOWN OF ARCHITECTURAL SERVICES

ARCHITECTURAL

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

TOTAL FOR ARCHITECTURAL SERVICES **\$18,987.50**

2.2 PAYMENT SCHEDULE

Remaining balance will be invoiced monthly on progress to date

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

2.3 ADDITIONAL SERVICES

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

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

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

ARTICLE 2 FEE BREAKDOWN

2.4 REIMBURSABLE EXPENSES

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

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

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

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

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

Not to exceed \$125,000.00



NJA
ARCHITECTURE

REGARDING Construction Administration/Misc Add Services

DATE December 3, 2024

CLIENT City of Lodi
221 W Pine Street
Lodi CA 95240

PROJECT Lodi Access Center Construction Documents

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

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

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

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

1.1 PROJECT SCOPE

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

2.1 COST BREAKDOWN

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



SERVICE AGREEMENT

22 MAIN & LODI ACCESS CENTER AMENDMENT

PREPARED FOR

John DellaMonica
221 W. Pine Street
Lodi, CA 95240

PREPARED BY

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

DATE

05.28.25

ADDITIONAL SCOPE

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

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

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

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

22 Main Street

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

Lodi Access Center

- › Construction Administration

01 FEE BREAKDOWN

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

03 LEGAL AGREEMENT SIGNATURES

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

CLIENT SIGNATURE

NJA ARCHITECTURE SIGNATURE

CLIENT NAME

NJA ARCHITECTURE NAME

DATE

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH NJ ASSOCIATES, INC., OF LODI, FOR CONSTRUCTION ADMINISTRATION AND ADDITIONAL ARCHITECTURAL SERVICES, IN AN AMOUNT NOT TO EXCEED \$86,430, FOR A TOTAL AMOUNT NOT TO EXCEED \$1,321,430 AND REQUEST UNUSED FUNDS ROLL TO FUTURE BUDGET YEARS

=====

WHEREAS, the Community Development Department had a need for architectural design services for special projects including, but not limited to, the Access Center and Emergency Shelter; and

WHEREAS, NJ Associates, Inc. has been fundamental in several key projects and has been working with staff since the inception of those projects; and

WHEREAS, City Council authorized the City Manager to enter into a professional services agreement with NJ Associates, Inc. on December 1, 2021, for an amount not to exceed \$125,000; and

WHEREAS, City Council authorized the City Manager to execute Amendment No. 1 with the NJ Associates, Inc. on October 19, 2022, Amendment No. 2 on April 19, 2023, Amendment No.3 on June 21, 2023 and Amendment No.4 on December 18, 2024; and

WHEREAS, additional architectural work was required for ADA compliant slab for the temporary Access Center and Phase II of the Main Street Transitional Housing Project; and

WHEREAS, staff recommends that the City Council authorize the City Manager to execute amendment No. 5 to the Professional Services Agreement with NJ Associates, Inc., of Lodi, a California Corporation in an amendment amount not to exceed \$86,430 and total contract amount not to exceed \$1,321,430 and requests that unused funds roll to future budget years.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 5 to the professional services agreement with NJ Associates, Inc., for construction administration and additional architectural services, in an amount not to exceed \$86,430 and total contract amount not to exceed \$1,321,430, as shown in Attachment 1 to this item, and request unused funds roll to future budget years; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted November 6, 2019, Resolution 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: July 2, 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 July 2, 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 the Acting City Manager to Execute Amendment No. 8 to the Professional Services Agreement with Michael Baker International, Inc. (MBI) for Community Development Block Grant Administration and Housing Program Support Services to Extend the Term of the Agreement through June 30, 2026 and Roll Any Unexpended Funds to Fiscal Year 2026 (CD)

MEETING DATE:

July 2, 2025

PREPARED BY:

Jennifer Rhyne, Neighborhood Services Manager

RECOMMENDED ACTION:

Adopt a resolution authorizing the Acting City Manager to Execute Amendment No. 8 to the Professional Services Agreement with Michael Baker International, Inc. (MBI) for Community Development Block Grant Administration and Housing Program Support Services to extend the term of the agreement through June 30, 2026 and roll any unexpended funds to Fiscal Year 2026

BACKGROUND INFORMATION:

The City Council previously approved the extension of the contract with MBI through June 30, 2025, to provide compliance work for Community Development Block Grant (CDBG) and housing program support services.

Staff had been attempting to hire another Program Specialist to assist with CDBG administration and other housing grants. However, the recruitment process was not successful, and the position was re-directed to Planning. To maintain continuity of operations, especially as the City implements the new 5-year consolidated plan, Staff is requesting to extend the MBI agreement through June 30, 2026 and have sufficient funds on the existing contract. The amendment will include CDBG administration and Labor Compliance for the Access Center project.

Staff recommends City Council adopt a resolution authorizing the Acting City Manager to execute Amendment No. 8 to the Professional Services Agreement with Michael Baker International, Inc. (MBI) for Community Development Block Grant Administration and Housing Program Support Services to extend the term of the agreement through June 30, 2026 and roll any unexpended funds to Fiscal Year 2026.

STRATEGIC VISION:

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

FISCAL IMPACT:

No changes to the approved scope of work or budget are proposed. Funding is provided primarily via administration and activity delivery caps of grants awarded.

COUNCIL COMMUNICATION

FUNDING AVAILABLE:

Community Development Block Grant (CDBG), American Rescue Plan Act (ARPA), and Regional Early Allocation Program 2.0 (REAP) Grant Funds

AMENDMENT NO. 8

AGREEMENT FOR PROFESSIONAL SERVICES
MICHAEL BAKER INTERNATIONAL, INC.

THIS AMENDMENT NO. 8 to Agreement for Professional Services is made and effective this _____ day of _____, 2025 ("Amendment No. 8") by and between the CITY OF LODI, a municipal corporation, (hereinafter called "CITY") and Michael Baker International, Inc., a Pennsylvania corporation qualified to do business in California (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Community Development Block Grant Administration and Housing Program Support Services, including non-CDBG Special Projects on February 27, 2018, Amendment No. 1 on March 14, 2019, Amendment No. 2 on October 3, 2019, Extension No. 1 on December 18, 2019, Extension No. 2 on January 26, 2021, Amendment No. 3 on June 24, 2021, Amendment No. 4 on November 1, 2021, Amendment No. 5 on June 29, 2022, Amendment No. 6 on June 23, 2023, and Amendment No.7 on June 17, 2024 (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof; and
2. WHEREAS, CONTRACTOR and CITY request to extend the term of the Agreement through June 30, 2026; and
3. WHEREAS, CONTRACTOR agrees to said amendment.

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 Amendment No. 8 on the date and year first above written.

CITY OF LODI, a municipal corporation

MICHAEL BAKER INTERNATIONAL, INC., a
Pennsylvania corporation qualified to do business in
California

JAMES LINDSAY
Acting City Manager

WILLIAM M. HOOSE
Vice President

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

JK

Signature: 
Janelle Krattiger (Jun 20, 2025 14:21 PDT)

Email: jkrattiger@lodi.gov






Amend 8 - MBI

Final Audit Report

2025-06-20

Created:	2025-06-20
By:	Vanessa Serna (vserna@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAULKVAgJYBzVL_-Cde_BYC1WFe_5ne5gR

"Amend 8 - MBI" History

-  Document created by Vanessa Serna (vserna@lodi.gov)
2025-06-20 - 3:44:35 PM GMT
-  Document emailed to Janelle Krattiger (jkrattiger@lodi.gov) for signature
2025-06-20 - 3:45:02 PM GMT
-  Email viewed by Janelle Krattiger (jkrattiger@lodi.gov)
2025-06-20 - 9:21:06 PM GMT
-  Document e-signed by Janelle Krattiger (jkrattiger@lodi.gov)
Signature Date: 2025-06-20 - 9:21:42 PM GMT - Time Source: server
-  Agreement completed.
2025-06-20 - 9:21:42 PM GMT

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AMENDMENT NO. 8 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL BAKER INTERNATIONAL, INC. FOR COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION AND HOUSING PROGRAM SUPPORT SERVICES TO EXTEND THE TERM OF THE AGREEMENT THROUGH JUNE 30, 2026 AND ROLL ANY UNEXPENDED FUNDS TO FISCAL YEAR 2026

=====

WHEREAS, the City has an existing contract with Michael Baker International, Inc.; and

WHEREAS, the City now desires to amend the contract to extend the term; and

WHEREAS, the City entered into an Agreement for Professional Services on February 27, 2017, with Michael Baker International, Inc. (MBI) to provide Community Development Block Grant (CDBG) Administration and Housing Program Support Services, Contract Amendment No. 1 on March 14, 2019, Contract Amendment No. 2 on October 3, 2019, Contract Extension No. 1 on December 18, 2019, and Contract Extension No. 2 effective January 26, 2021, Contract Amendment No. 3 on June 24, 2021, Contract Amendment No. 4 on October 20, 2021, Amendment No.5 on June 15, 2022, Amendment No. 6 on June 23, 2023, and Amendment No. 7 on June 17, 2024; and

WHEREAS, staff determined the need to extend the MBI Agreement through June 30, 2026, to ensure continuity of services implementing the new 5-year Consolidated Plan; and

WHEREAS, staff recommends approving Amendment No. 8 to the MBI Agreement for Professional Services to extend the term through June 30, 2026; and

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Acting City Manager to execute Amendment No. 8 to the Professional Services Agreement with Michael Baker International, Inc. for Community Development Block Grant Administration/Housing Program Support Services to extend the term of the agreement through June 30, 2026, as shown in Attachment 1 to this item, and roll any unexpended funds to Fiscal Year 2026.

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution 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: July 2, 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 July 2, 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 the City Manager to Execute Amendment No. 3 to the Professional Services Agreement with Martin Elevators, a California Corporation, DBA Nationwide Lifts of Nor Cal, to Extend Term to December 31, 2025 and Add an Option to Extend the Term Up to Six (6) Months (CD)

MEETING DATE:

July 2, 2025

PREPARED BY:

Jennifer Rhyne, Neighborhood Services Manager

RECOMMENDED ACTION:

Adopt a resolution authorizing the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Martin Elevators, a California Corporation, DBA Nationwide Lifts of Nor Cal, to extend term to December 31, 2025 and add an option to extend the term up to six (6) months

BACKGROUND INFORMATION:

On August 2, 2023, City Council approved the execution of a Professional Services Agreement for the purchase and installation of a three-stage LULA type elevator for the Main Street Transitional Housing Project. On June 5, 2024, City Council approved Amendment No. 1 to extend the term of the agreement to October 31, 2024, and on November 20, 2024 approved Amendment No. 2 and Extension No. 1, which extended the term of the agreement to June 30, 2025. Due to addition of phase II of the project, the term of the agreement now needs to be extended to ensure final inspections can occur. No additional dollars are being requested at this time.

Staff recommends City Council adopt a resolution authorizing the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Martin Elevators, a California Corporation, DBA Nationwide Lifts of Nor Cal, to extend term to December 31, 2025 and add an option to extend the term up to 6 months.

STRATEGIC VISION:

4C. Housing: Continued progress towards Regional Housing Needs Assessment goals.

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

HPSJ-23001.Contracts.REAP2

AMENDMENT NO. 3

MARTIN ELEVATORS, DBA NATIONWIDE LIFTS OF NOR CAL
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES, is made and entered this ____ day of _____, 2025, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and MARTIN ELEVATORS, a California corporation, DBA NATIONWIDE LIFTS OF NOR CAL, hereinafter called "CONTRACTOR".

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on September 5, 2023, Amendment No. 1 on July 16, 2024, Amendment No. 2 on January 13, 2025, and Extension No. 1 on March 25, 2025 (collectively the "Agreement"), attached hereto as Attachment A and made a part hereof; and
2. WHEREAS, CITY now requests to amend the terms of the Agreement to extend the Agreement term through December 31, 2025; 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. 3 on the date and year first above written.

CITY OF LODI, a municipal corporation

MARTIN ELEVATORS, a California corporation,
DBA NATIONWIDE LIFTS OF NOR CAL

JAMES LINDSAY
Acting City Manager

SONYA MARTIN
Finance Director

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

for _____
KATIE O. LUCCHESI
City Attorney

EXTENSION NO. 1

MARTIN ELEVATORS, DBA NATIONWIDE LIFTS OF NOR CAL
AGREEMENT FOR PROFESSIONAL SERVICES

THIS EXTENSION NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES, is made and entered this 25th day of March, 2025, by and between the CITY OF LODI, a municipal corporation, hereinafter called "CITY", and MARTIN ELEVATORS, a California corporation, DBA NATIONWIDE LIFTS OF NOR CAL, hereinafter called "CONTRACTOR".

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into an Agreement for Professional Services on September 5, 2023, Amendment No. 1 on July 16, 2024, and Amendment No. 2 on January 13, 2025 (collectively the "Agreement"), attached hereto as Attachment A and made a part hereof; and
2. WHEREAS, CITY, at its option, has advised CONTRACTOR of its intent to extend the terms of the Agreement for an additional six (6) months until June 30, 2025; 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


SCOTT R. CARNEY
City Manager

MARTIN ELEVATORS, a California corporation,
DBA NATIONWIDE LIFTS OF NOR CAL


Shannon Conley (Mar 5, 2025 07:20 PST)
SHANNON CONLEY
Finance Director

Attest:


OLIVIA NASHED
City Clerk

Approved as to Form:


KATIE O. LUCCHESI
City Attorney

For Katie Lucchesi

AMENDMENT NO. 2

MARTIN ELEVATORS, DBA NATIONWIDE LIFTS OF NOR CAL

THIS AMENDMENT No. 2 to the Professional Services Agreement for purchase and installation of a two-stage elevator at 22 South Main Street is made and effective this 13th day of January, 2025 by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and MARTIN ELEVATORS, a California corporation, DBA NATIONWIDE LIFTS of NOR CAL, (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for purchase and installation of a two-stage elevator at 22 South Main Street on September 5, 2023, and Amendment No.1 on July 16, 2024 (collectively the "Agreement"), attached hereto as Attachment A and made a part hereof as though fully set forth herein; and
2. WHEREAS, CONTRACTOR and CITY now desire to extend the term of the Agreement until December 31, 2024 and add an option to extend the term up to 6 months; and
3. WHEREAS, all other terms and conditions of the Agreement will remain unchanged.

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

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation

MARTIN ELEVATORS, a California corporation DBA
NATIONWIDE LIFTS of NOR CAL



SCOTT R. CARNEY
City Manager



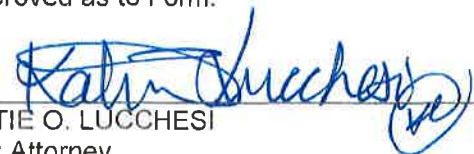
Sonya Martin (Dec 11, 2024 13:24 PST)
By: SONYA MARTIN
Title: Finance Director

Attest:



DOLIVIA NASHED
City Clerk

Approved as to Form:



KATIE O. LUCCHESI
City Attorney

AMENDMENT No. 1

Martin Elevators, DBA Nationwide Lifts of Nor Cal

THIS AMENDMENT No. 1 to the Professional Services Agreement for Purchase and Installation of a Two-stage Elevator at 22 South Main Street is made and effective this 16th day of July, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter called "CITY") and MARTIN ELEVATORS, a California Corporation, DBA NATIONWIDE LIFTS of Nor Cal., (hereinafter called "CONTRACTOR").


WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into an Agreement for Professional Services for purchase and installation of a two-stage elevator at 22 South Main Street on September 5, 2023 (collectively the "Agreement"), attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
2. WHEREAS, CONTRACTOR and CITY now desire to extend the term of the Agreement until October 31, 2024.
3. WHEREAS, all other terms and conditions of the Agreement will remain unchanged.

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


IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation


MARTIN ELEVATORS, a California corporation DBA
NATIONWIDE LIFTS of Nor Cal

 ANDREW C. KEYS
 Interim City Manager


 Sonya Martin (Jun 24, 2024 09:23 PDT)
 By: SONYA MARTIN
 Title: Finance Director

Attest:


 OLIVIA NASHED
 City Clerk

Approved as to Form:


 KATIE O. LUCCHESI
 City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on September 5, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MARTIN ELEATORS, DBA NATIONWIDE LIFTS of Nor Cal, a California Corporation (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Purchase and installation of Two-Stage Elevator at 22 South Main Street (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 August 30, 2023 and terminates upon the completion of the Scope of Services or on March 31, 2024, 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 as Exhibit B and incorporated by this reference.

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

Section 3.2 Method of Payment

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

Section 3.3 Costs

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

Section 3.4 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: Martin Elevators; DBA: Nationwide Lifts
 4667 Golden Foothill PKWY Unit #108
 El Dorado Hills, CA 95762
 Attn: Sonya Martin

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.

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

ATTEST:

CITY OF LODI, a municipal corporation

Olivia Nashed
(Olivia Nashed (Sep 1, 2023 10:15 PDT))

OLIVIA NASHED
City Clerk

Stephen Schwabauer
(Stephen Schwabauer (Sep 1, 2023 10:15 PDT))

STEPHEN SCHWABAUER
City Manager

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

MARTIN ELEVATORS, DBA NATIONWIDE LIFTS
OF ~~NORTHERN~~ CAL, a California Corp.

By: Katie Lucchesi
(Katie Lucchesi (Aug 31, 2023 09:02 PDT))

By: Sonya Martin
(Sonya Martin (Aug 31, 2023 09:02 PDT))

Name: SONYA MARTIN
Title: Finance Director

Attachments:

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

Funding Source: 35599000-77020 - HPSJ-23001.Contracts
(Business Unit & Account No.)

Doc ID:

CA: Rev.06.2023.LT

Nationwide Lifts
 4667 Golden Foothill PKWY Unit
 #108
 El Dorado Hills, CA 95762
 Phone: (916) 529-5965
 Fax: (877) 825-6001



Quote: NWLJS07152023
 Valid Until: Dec 31, 2023
 Rep: John Schmeltz
 Phone: (916) 529-5965
 john@elevators.com

EXHIBIT A & B

Bill To: City of Lodi
 221 W Pine Street
 Lodi, California 95240
 209-333-6700
 john@njaarchitecture.com

Ship To: 22 S Main Street
 Lodi, California 95240

Product Details	Qty	Unit Price	Total Price
FREEDOM COMMERCIAL - Hydraulic Operation	1	\$ 131,500.00	\$ 131,500.00
- Capacity: 1400 Pounds			
- Number of Levels: 2 (2 Stops)			
- Travel Distance: 153 inches			
- Cab Configuration: Enter/Exit Same Side			
- Cab Size: 48"W x 54"D x 84"T			
- Cab Finish: Stone Graphix - White			
- Fixtures: Stainless Steel			
- Phone: Built in COP			
- Cab Gate: 2 Speed Match Cab			
- Landing Doors: 2 Speed Primed Finish			
- Equipment Room: Adjacent to Hoistway			
- Pit: 14 Inches			
- Battery Backup: Lowering and Lighting Only			
- Warranty: 24 Months Limited Parts 12 Months Labor			
- Note: NO FIRE SERVICE - 240 Single Phase Power (see drawings) - California State Inspection Included - Prevailing Wage			

Total: \$ 131,500.00

Payment Terms:

We propose to furnish and install the product(s) listed above.
 The payment structure is listed to the right.

Production deposit:	\$ 65,750.00
Due upon delivery:	\$ 52,600.00
Due upon completion:	\$ 13,150.00

Initial: DSS

Possible upgrade of interior finish \$18,500.00

Total not to exceed amount \$150,000.00

Acceptance of Proposal: This proposal is submitted for acceptance within thirty (30) days of from date executed by us. This proposal, when accepted by the Purchaser and approved by a representative of Nationwide Lifts, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or additions to this contract will be recognized unless made in writing and properly executed by both parties. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Agreement will govern in the event of a conflict.

Site Preparatory Work: A Site Preparation Agreement will be provided by Nationwide Lifts. The preparatory work must be completed by the Purchaser prior to installation of the equipment. Failure to complete preparatory work will result in fees as outlined in the Site Preparation Agreement.

Warranty: Nationwide Lifts warrants the equipment sold by it and all parts thereof to be free from defects in material and workmanship under normal use and service. Its obligation under this warranty shall be limited to repairing any part of said equipment which proves thus defective within the timeframe of the warranty and which its examination shall disclose to its satisfaction to be thus defective. This warranty is in lieu of all other warranties expressed or implied and of all obligations or liabilities on its part. It neither assumes nor authorizes any person to assume for it any other obligation of liability in connection with the sale of said equipment or any part thereof. This warranty shall not apply to any part, which has been subject to any accident, alteration, abuse or misuse. The labor warranty period is 12 months, beginning upon completion of the installation. Warranty calls are to be performed during regular working hours of regular working days unless required by an emergency condition, at the discretion of Nationwide Lifts. The equipment warranty period is identified on the 1st page of this document. The equipment warranty begins when the equipment ships from the factory. The equipment warranty is governed by the manufacturer. Like any piece of mechanical machinery, this equipment should be periodically inspected, lubricated and adjusted by competent personnel. This warranty is not intended to supplant such normal maintenance service.

Terms and Conditions: If the Purchaser does not take delivery of material within 30 days of manufacturing completion, Nationwide Lifts will store the equipment at the Purchaser's cost. The Purchaser is to pay insurance and storage charges not to exceed \$75 per week. Once Nationwide Lifts receives delivery of the equipment from the factory, the progress payment 'Due upon delivery' is due immediately. This progress payment is due regardless if the unit is placed into storage. All sales are final. The equipment is custom ordered to Purchaser's requirements. In the event of any default by Purchaser, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due. The machinery, implements and apparatus hereunder remain personal property of Nationwide Lifts. Therefore, Nationwide Lifts retains title thereto until final payment is made, with right to retake possession of them, or any part thereof, at the cost of the Purchaser if default is made in any of the payments irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises. Nationwide Lifts shall not be held responsible nor shall it be liable under the terms of this agreement and Purchaser expressly releases, discharges, indemnifies and acquits Nationwide Lifts for any and all claims for loss, damage, delay, detention, death or injury of any nature whatsoever. Nothing in this contract shall be construed to mean that Nationwide Lifts assumes any liability on account of accidents to persons or property except those directly due to the negligent act of its workmen. Nationwide Lifts shall not be liable for any loss, damage or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, thefts, riots, floods, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall Nationwide Lifts be liable for any damages, nor any consequential, special or contingent damages. This order, together with its terms and conditions as outlined herein are hereby expressly made a part of this order, when signed and accepted by the Purchaser and a representative of Nationwide Lifts shall constitute exclusively the contract between the parties and all prior representations or agreements whether written or verbal not incorporated herein, are superseded.

Purchaser: **City of Lodi**
221 W Pine Street
Lodi, California 95240

Supplier: **Nationwide Lifts**
4667 Golden Foothill PKWY Unit #108
El Dorado Hills, CA 95762

Printed:

Stephen Schwabauer

Printed:

Sonya Martin

Signature:



Steve Schwabauer (Sep 1, 2023 10:33 PDT)

Signature:



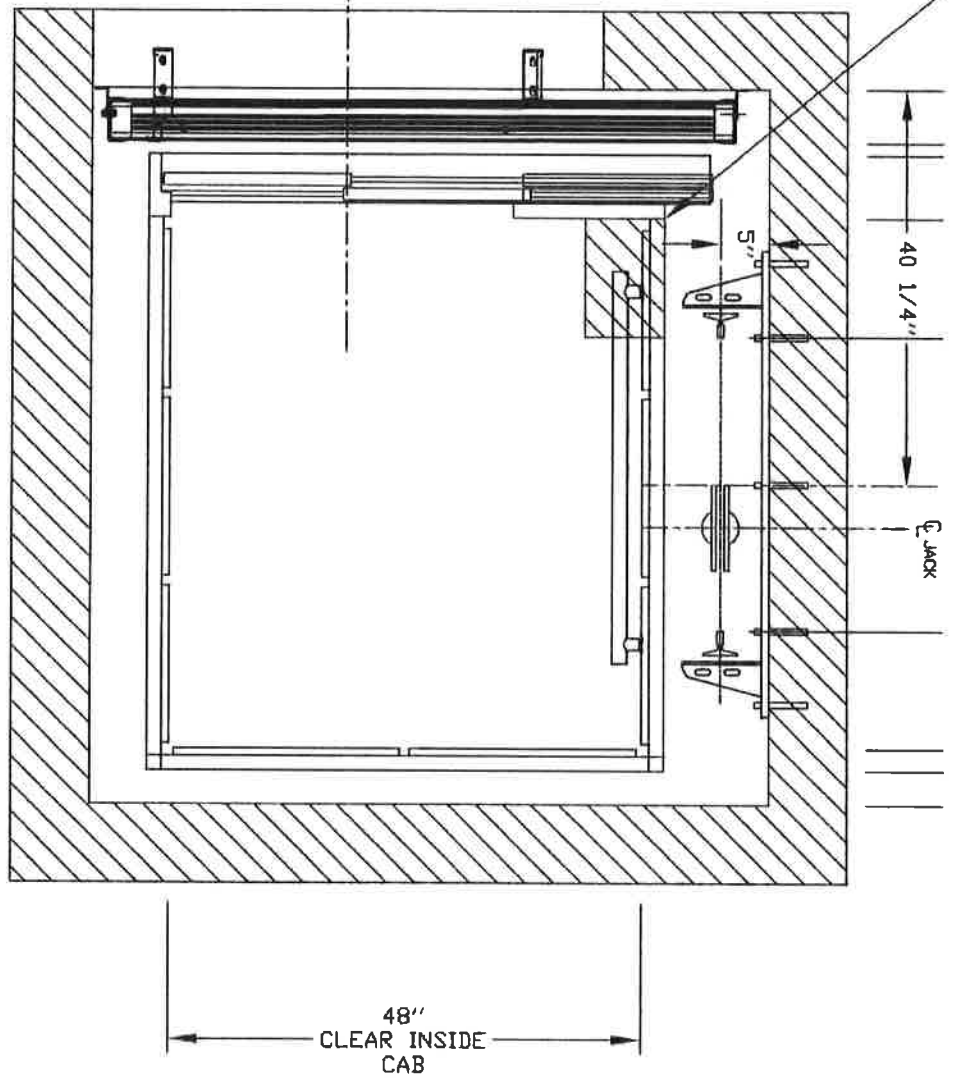
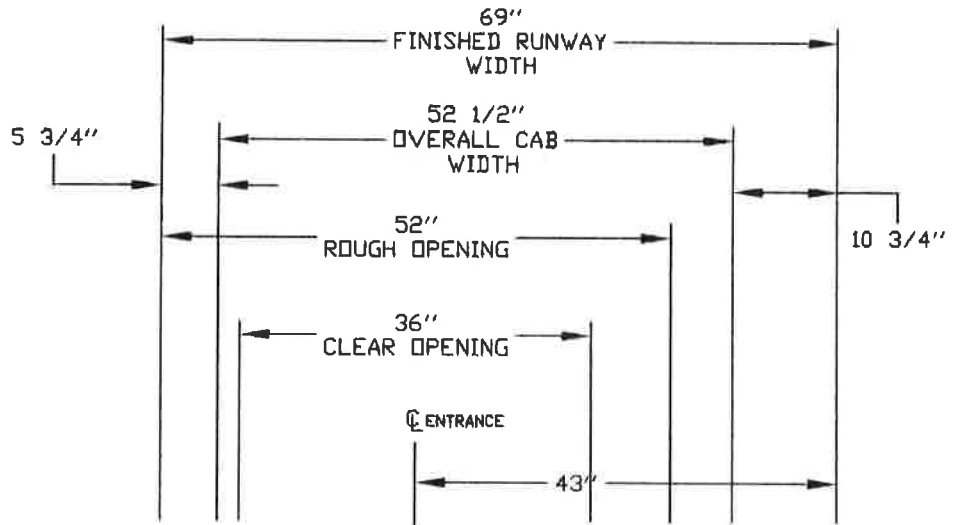
Sonya Martin (Sep 4, 2023 10:06 PDT)

Date:

September 1, 2023

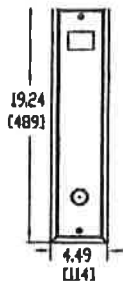
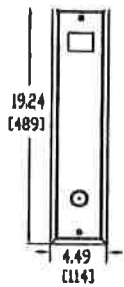
Date:

Sep 4, 2023



PLAN VIEW

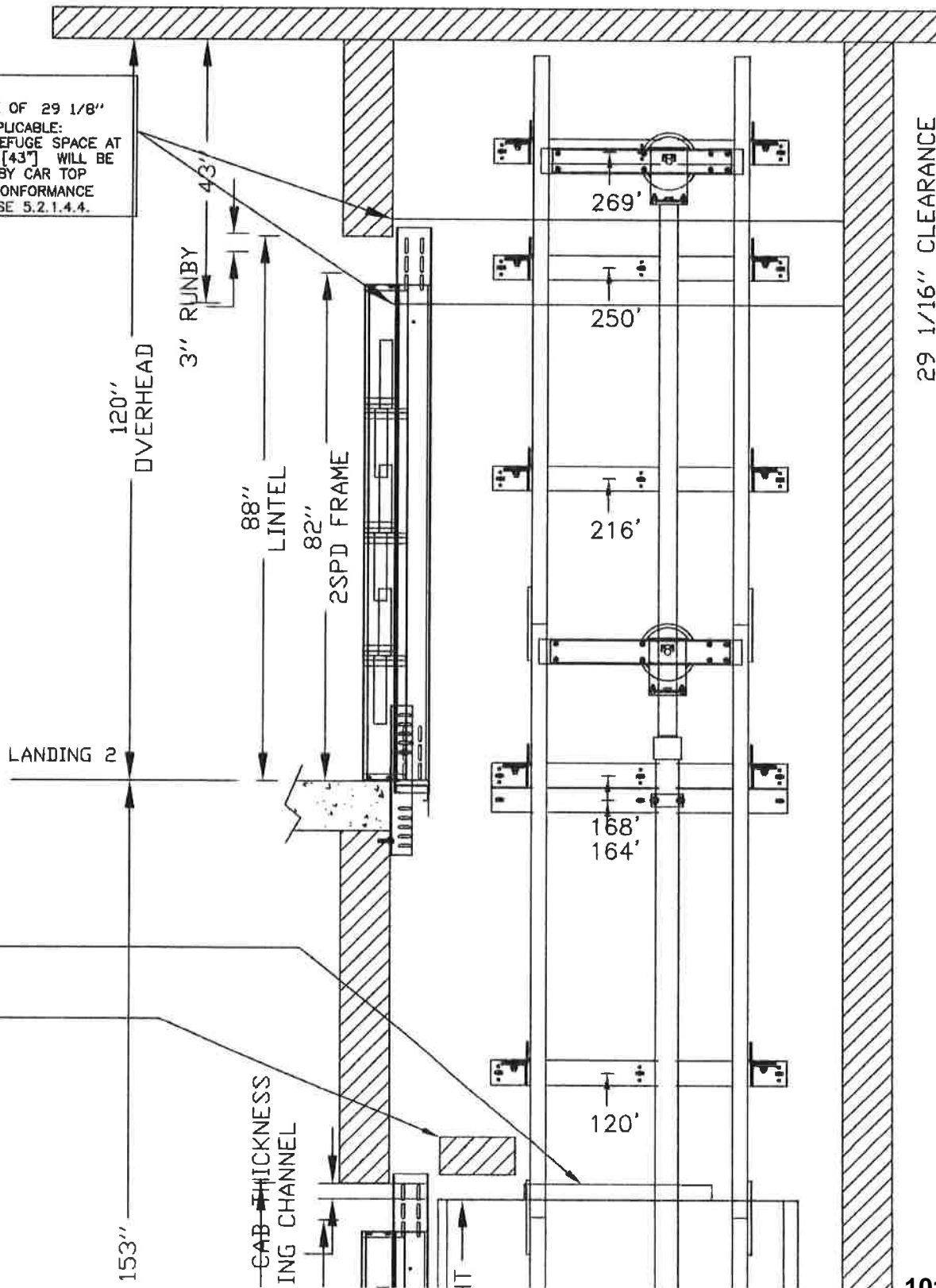
CUSTOMER: NATIONWIDE 1
 PROJECT: City
 ADDRESS: 22 South
 11111



CDP



NOTE:
CLEARANCE OF 29 1/8"
WHERE APPLICABLE:
MINIMUM REFUGE SPACE AT
1100 mm [43"] WILL BE
PROVIDED BY CAR TOP
PROP IN CONFORMANCE
WITH CLAUSE 5.2.1.4.4.



MEASUREMENTS- LUNAR/LUNAR/LUNAR IN VERT ALL MEASUREMENTS AND REPORT ANY DISCREPANCIES TO OUR OFFICE IMMEDIATELY.

*STRUCTURAL

FLOOR/SUPPORT WALL LOADS- STRUCTURE TO ANCHOR A CRANK SHAFT AND SAFETY HARNESS, WHERE APPLICABLE/NEEDED, TO BE PROVIDED BY CONTRACTOR. CONTRACTOR TO ASSURE THAT BUILDING AND SHAFT WILL SAFELY SUPPORT ALL LOADS IMPOSED BY THE LIFT EQUIPMENT. REFER TO THE TABLES ON THIS DRAWING FOR LOADS IMPOSED BY THE EQUIPMENT. WHERE DOORS ARE REQUIRED- SUITABLE LINTELS MUST BE PROVIDED BY OWNER/AGENT. DOOR FRAMES ARE NOT DESIGNED TO SUPPORT OVERHEAD WALL LOADS.

*MACHINE ROOM

LOCATION / ACCESS- MACHINE ROOM LOCATED AT THE LOWEST LEVEL ADJACENT TO HOISTWAY, UNLESS SHOWN OTHERWISE ON THE LAYOUT DRAWINGS. FIELD ADJUSTMENT BY INSTALLER MAY BE NECESSARY TO MEET JOB SITE CONDITIONS OR REGULATIONS. MACHINE ROOM DOOR IS TO BE LOCKABLE AND IS TO MEET THE REQUIREMENTS OF THE AUTHORITY HAVING JURISDICTION. SLEEVES FOR OIL & ELECTRIC LINES- FROM MACHINE ROOM TO RUNWAY AS REQUIRED. POSITION PER INSTALLER'S INSTRUCTIONS. MINIMUM SCHEDULE 80 PIPING REQUIRED FOR OIL LINES.

DISCONNECT	TIME DELAY	FUSE SIZE	VOLTS	PHASE	AMPERAGE
MOTOR & EQUIP	60 AMPS	40 AMPS	240 volt	Single Phase	21 AMPS
CAB LIGHTS	15 AMPS	15 AMPS	115 V	1	

*ELECTRICAL

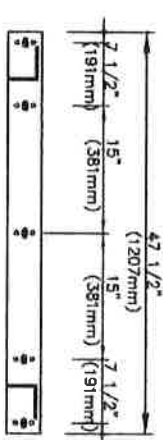
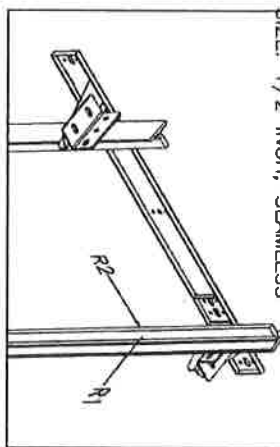
POWER SUPPLY- (SEE SPECIFICATIONS) LOCKABLE FUSED DISCONNECT WITH AUXILIARY CONTACT TO BRAKE THE BATTERY FEED, OR CIRCUIT BREAKERS WITH A 3-POLE BREAKER FOR BATTERY FEED REQUIRED, IN COMPLIANCE WITH ELECTRICAL CODE, AS FOLLOWS: (LOCATED ON WALL ON DOCK JAMB SIDE OF MACHINE ROOM DOOR) PERMANENT POWER- BEFORE INSTALLATION CAN BEGIN, PERMANENT POWER MUST BE SUPPLIED.

LIGHTING- THE ILLUMINATION SHALL BE NOT LESS THAN 200 LX (19 FC) AT THE FLOOR LEVEL IN ALL MACHINE ROOMS AND MACHINERY SPACES. INSURE AT LEAST 100 LX (10 FC) AMBIENT LIGHTING OVER LIFT AREA. LIGHTING WITH SWITCH AND ELECTRICAL GFCI OUTLET IN HOISTWAY PIT. ALL LIGHTING MUST BE SOURCED FROM THE LINE SIDE OF ANY GFCI. PHONE- NEED A PHONE LAND LINE (IF NOT VOIP) FOR THE PHONE. FOR VOIP PLEASE CONTACT SAVARIA. SMOKE DETECTORS- DETECTORS TO COMMUNICATE WITH THE ELEVATOR ARE REQUIRED BY OTHERS WHEN FIRE SERVICE IS REQUIRED ON ELEVATOR. 2019 CAMERA- NEED FIRMER-DIRECT (FIRM) AND INTERNET CONNECTION FOR CAMERA SAVARIA LINK REMOTE MONITORING - NONE SELECTED

*ENTRANCES

FASCIA PANEL BELOW UPPER LEVEL ENTRANCE- WHERE REQUIRED, FASCIA PANEL MUST BE FASTENED TO A SOLID WALL AND BE PERPENDICULAR TO THE FLOOR AND WALLS. HOISTWAY FASCIA IS NOT SELF-SUPPORTING FOR LONG, CONTINUOUS RUNS VOID OF ENTRANCES. ADEQUATE SUPPORT FOR THE FASCIA MUST BE PROVIDED. ENTRANCE ASSEMBLIES MUST BE ADJUSTED TO ALIGN WITH PLATFORM AND INTERLOCK EQUIPMENT. OTHERS TO ALLOW AN ADEQUATE ROUGH OPENING. RETURN WALLS- RETURN WALLS AT ENTRANCES MUST BE BUILT-IN BY OTHERS AFTER ENTRANCE ASSEMBLIES ARE IN PLACE. ENTRANCE ASSEMBLY MUST BE SECURELY FASTENED TO WALLS BY ELEVATOR CONTRACTOR.

PUMP MODEL: VICKERS 4P
MOTOR: 5.0 hp
VALVE MODEL NO. EPV - 7
VALVE COIL VOLTS: 24 V DC
MAX WORKING PRESSURE: 1500 psi
RELIEF VALVE SETTING: 15-16.5 gal/57-63 L
RESERVOIR: MAX 25% ABOVE ACTUAL WORKING PRESSURE
HOSE & SAFETY VALVE: no
PIPING: HARD PIPE USING SCHEDULE
TYPE: 80, MEETING ASTM A106B NOMINAL
SIZE: 1/2 INCH, SEAMLESS



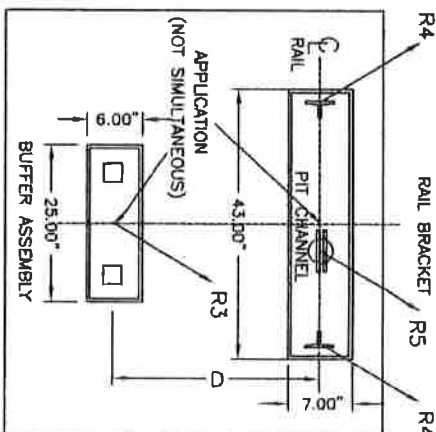
RAIL BRACKET

PIT RE-ACTION FORCE
R3 8000 LBS
R4 3000 LBS
R5 9000 LBS

RAIL FORCES
* R1 * R2
2400 lbf 400 lbf
RAIL WEIGHT: 8.0 lbs / ft

FOR TOTAL PULL-OUT FORCE ON RAIL BRACKET, 80.2 x 2400 = 4800 lbf
FOR LOCAL APPLICATION OF PIT LOAD, R1 MUST BE DOUBLED.

SEE PIT CHANNEL/ BUFFER SKETCH:



CAB WIDTH	DIST (O)
42"	31.625"
48"	31.625"
51"	31.625"
54"	31.625"

FIRST DOOR BY LANDING CHART

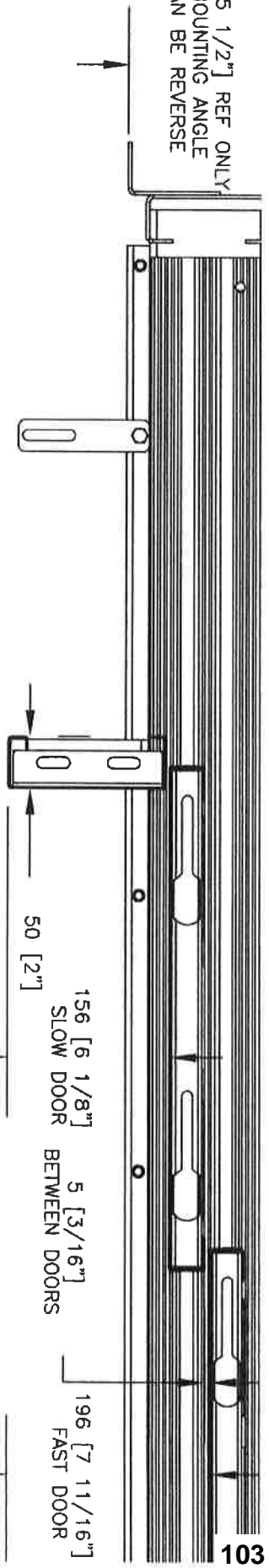
DOOR TYPE	LANDING 1	LANDING 2
ENTRANCE SIDE	2 Speed Sliding Doors (Influr)	2 Speed Sliding Doors
DOOR LATCH	Side A	Side A
LOCK TYPE	Right Hand	Right Hand
AUTO DOOR OPENER	Not Applicable	Not Applicable
HAL CALL KEY SWITCH	NO	NO
HOISTWAY ACCESS	Keyless	Keyless
FLOOR MARKING	yes	yes
MAIN EGRESS FLOOR	1*	2

OPTIONS

FASTENERS: By Others
FIREMAN'S SERVICE: No
OVERSPEED GOV./VALVE: No
CONDUCTOR CABLE: 40' [12m] cable
DATA ACCESS TERMINAL: Data Access With Module
DUPLINE PROGRAMMING TOOL: Programmer and Tool not included
TEMP. RUN BUTTON: Temp Run Button not included
LANDING SIGNS: No Smoke and Do Not Use

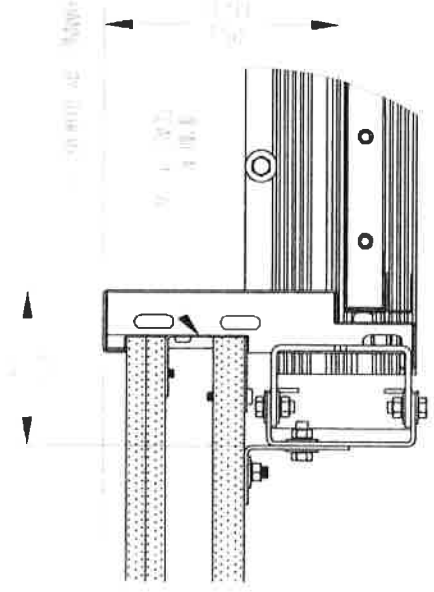
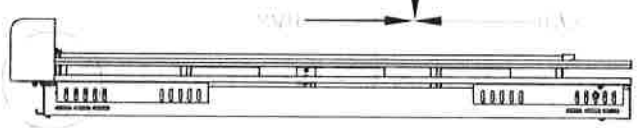
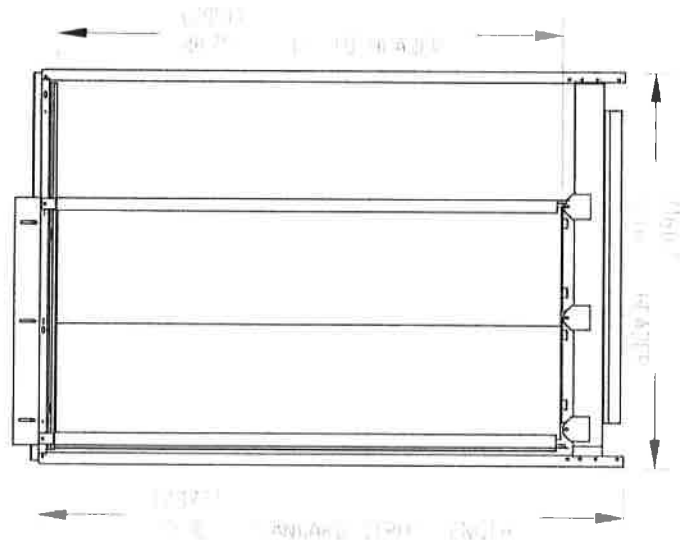
Data Sheet
LIMITED USE LIMITED APPLICATION

139 [5 1/2"] REF ONLY
MOUNTING ANGLE
CAN BE REVERSE



914 [36"]
ENTRANCE CLEAR OPENING
1321 [52"]
BOTH BRACKET REMOVABLE

ENTRANCE LOADS ON BUILDING
RH = 5000 N (1125 lbf)
RVD = 1550 N (350 lbf)
RVU = 1000 N (225 lbf)
PER SECTION 2.11.11.8.



RIGHT HAND SHOWN

LANDING 2 SP. DOOR ASSEMBLY
DRYWALL CONSTRUCTION 36 X 80

CUSTOMER: NATIONWIDE 1
PROJECT: it
ADDRESS: 22 South

SUSPENSION

TYPE & QTY: _____ 1:2 Roped Hydraulics W/2 X 3/8" DIA. A\C CABLES
WEIGHT OF ROPE: _____ .243 LBS/FT.
TRAVEL CABLE WEIGHT: _____ .228 LBS/FT

PLANK

STEEL: _____ C5 X 13

STILES

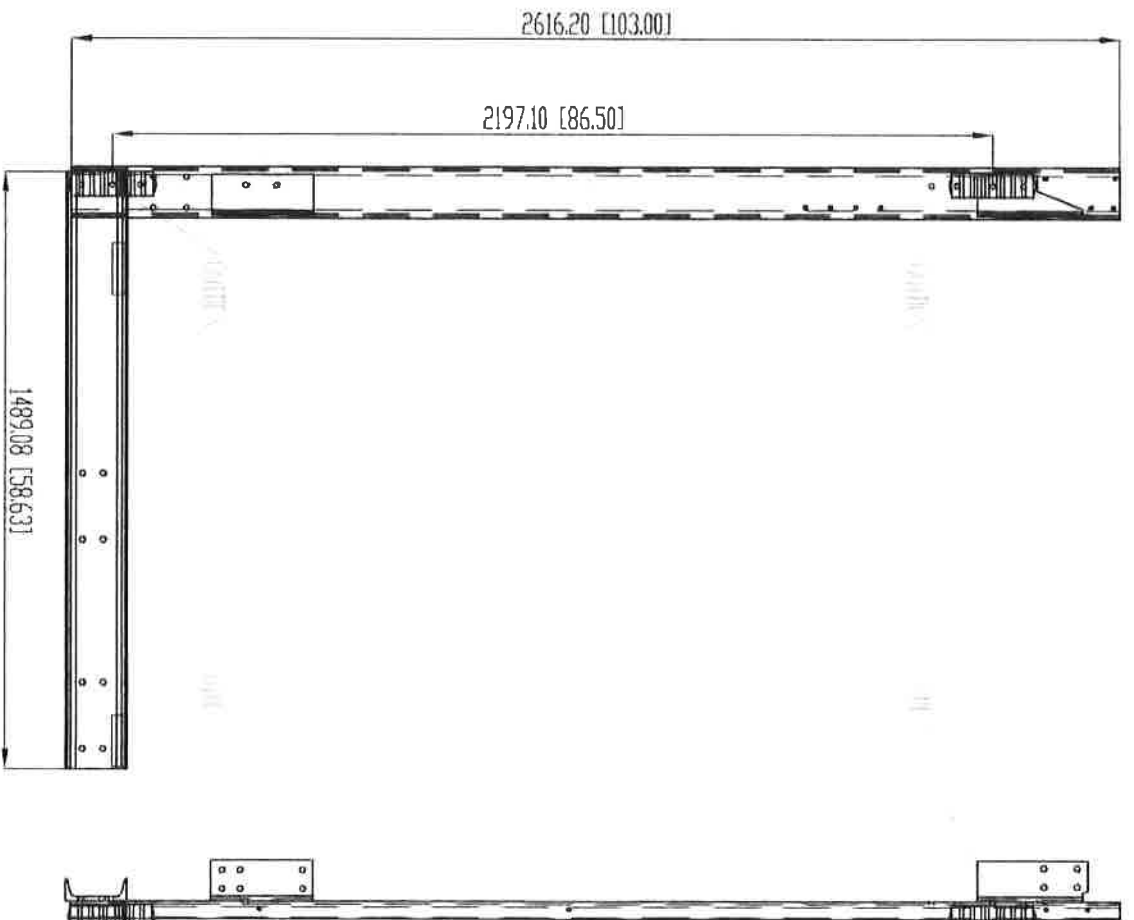
STEEL: _____ C5 X 6.7
SAFETIES: _____ TYPE "A" BROKEN ROPE-MDL# M5050 by Savaria
VERTICAL CENTER DISTANCE
BETWEEN UPPER AND LOWER
GUIDE SHOE: _____ 7' 2.5"

RAILS

RAIL TYPE: _____ T - RAILS - 8 LBS / FT. Elongation--22% min.
RAIL STRESS: _____ BREAKING POINT--410-540 N/sq mm
YIELD POINT--275 N/sq mm

GENERAL

CAB WEIGHT: _____ 1100 lbs



MISC. INFO

CUSTOMER: _____
PROJECT: _____
NATIONWIDE 1

ADDRESS: _____
22 South



SITE PREPARATION COMMITMENT FREEDOM COMMERCIAL

The customer must complete the following prior to Nationwide Lifts arrival for installation:

- ☐ Permanent 220V, single phase, 50 ampere power to a lockable fused/cartridge type disconnect switch. This disconnect switch must be 3-pole. Disconnect switch must be mounted on machine room wall.
- ☐ 20V lighting supply single phase, 15 ampere power to a lockable fused/cartridge type disconnect switch. This should be run to a junction box near the 220V disconnect.
- ☐ Provide telephone jack next to the electrical disconnect. This MUST be a dedicated phone line!
- ☐ Hoist way built as directed by drawings. Note: All measurements are finished dimensions after drywall has been installed.
- ☐ Wall blocking/supports as directed by drawings.
- ☐ Plumb and square hoistway with smooth surfaces. Hoistway must have drywall installed.
- ☐ Landing doorways must be framed with rough openings to match drawings provided. (No dry wall, please)
- ☐ Additional sheetrock work WILL be required after the installation of the elevator has occurred.
- ☐ 14" deep pit with substantially level floor slab. If pit depth exceeds 14" notify us before production.
- ☐ 120" for existing construction or 134" for new construction minimum overhead distance from upper floor level to the underside of the roof or finished ceiling.
- ☐ GFI outlet and light with guard in the hoist way.
- ☐ Flooring and access to/from the lift must be completed to pass State Inspection.
- ☐ Manufacturer's letter stating that flooring in and around the elevator is fire retardant ASTM E 648 standards. Some inspectors ask for this.
- ☐ Letter from the Fire Department or Building department that the elevator does not have to be gurney accessible (gurney letter)
 - Site preparation that must be modified / repaired by Nationwide Lifts will be charged according to Time and Materials. The hourly rate will be \$150 /hr.
 - If the Nationwide Lifts employees cannot perform the work due to poor site preparation, and must leave the site, the customer will be charged for travel time and travel expenses. Travel rate will be \$100 /hr.
 - If the site is not prepared and the installation must be rescheduled, the new date will be subject to availability.

Acceptance of Site Preparation Terms: The above terms and conditions are satisfactory and are hereby accepted. The site will be prepared as outlined above.

Signature:

Date of Acceptance:

9/1/2023

RESOLUTION NO. 2025-__

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARTIN ELEVATORS, A CALIFORNIA CORPORATION, DBA NATIONWIDE LIFTS OF NOR CAL, TO EXTEND TERM TO DECEMBER 31, 2025 AND ADD AN OPTION TO EXTEND THE TERM UP TO SIX (6) MONTHS

=====

WHEREAS, On November 4, 2020, the City Council adopted the San Joaquin Community Response to Homelessness – 2020 San Joaquin Strategic Plan (Strategic Plan); and

WHEREAS, in accordance with the American Rescue Plan Act (ARPA) of 2021, Department of Health Care Services (DHCS) developed a Medi-Cal Home and Community-Based Services (HCBS) Spending Plan detailing a series of initiatives to enhance, expand and strengthen HCBS in California. The Housing and Homelessness Incentive Program (HHIP) is one of the HCBS Transition Initiatives and is intended to support the delivery and coordination of health and housing services for Medi-Cal members statewide. HHIP is intended to bolster housing and homelessness-focused efforts and investments at local levels, with the aim of building or expanding capacity and partnerships to connect Medi-Cal members to needed housing services and achieving progress in reducing and preventing homelessness; and

WHEREAS, DHCS established required submissions and deliverables for managed care plans in participating counties to identify current state, priorities, investments, and monitor progress for HHIP; and will be distributing incentives for plans to oversee and administer payment for HHIP project(s); and

WHEREAS, as part of efforts to meet HHIP program priorities and measures, Health Plan of San Joaquin (HPSJ) will partner with local organizations which deliver housing, or supportive services to Medi-Cal members who are homeless or at risk of homelessness; and

WHEREAS, the City of Lodi submitted a proposal for acquisition and renovation of a hotel at 22 S. Main St. for development of a transitional and supportive housing project to HPSJ; and

WHEREAS, HPSJ Board awarded \$3,000,000 on April 26, 2023, towards the project submitted; and

WHEREAS, the Lodi City Council, on August 2, 2023, approved the execution of a Professional Services Agreement for the purchase and installation of a three-stage LULA type elevator for the Main Street Transitional Housing Project, subsequently awarded to Martin Elevators, DBA Nationwide Lifts of Nor Cal; and

WHEREAS, the Lodi City Council, on June 5, 2024, approved Amendment No. 1 to extend the term of the agreement to October 31, 2024 and on November 20, 2024 approved Amendment No. 2 and Extension No. 1 which extended the term of the agreement to June 30, 2025; and

WHEREAS, due to addition of phase II of the project, the term of the agreement now needs to be extended to ensure final inspections can occur. No additional dollars are being requested at this time.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Martin Elevators, a California Corporation, DBA Nationwide Lifts of Nor Cal, to extend term to December 31, 2025, and add an option to extend the term up to 6 months, as shown in Attachment 1 to this item; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution 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: July 2, 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 July 2, 2025 by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

Oliva Nashed
City Clerk

2025-_____



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing Appropriations for Aeration Diffusers System Replacements at White Slough Water Pollution Control Facility (\$250,000) (PW)

MEETING DATE:

July 2, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Adopt a Resolution authorizing additional appropriations for Aeration Diffusers System Replacements at White Slough Water Pollution Control Facility in the amount of \$250,000.

BACKGROUND INFORMATION:

The FY 2022/23 original appropriation for the Aeration Diffuser System Replacements at the White Slough Water Pollution Control Facility was \$3,000,000. The budget appropriation was intended to include funding for construction, engineering services during construction, staff time for inspection and construction management and contingencies related to unforeseen circumstances.

On October 18, 2023, Council awarded a construction contract to WM Lyles Co. in the amount \$2,441,000 to replace the existing obsolete aeration diffuser panels that were installed in 2007 with arrays of new diffuser discs. The new technology requires substantially less labor when performing maintenance and eliminates the need to employ a crane for maintenance. This Council action did not authorize the City Manager to execute change orders.

On May 15, 2024, Council authorized the City Manager to execute Change Orders for this project in an amount not to exceed \$250,000, and separately authorized Change Order No. 1 in the amount of \$47,447.44 to direct the contractor to dewater and clean aeration basins 3 and 4. The work included in Change Order No. 1 was originally planned to be performed by City Staff, however, staff did not have the capacity to complete the work within the project schedule.

To date, project encumbrances for engineering services during construction, construction, and staff costs amount to \$2,949,922. Staff is anticipating additional change orders will be needed to complete the project and is requesting the additional appropriation to cover that cost. The project is scheduled to be completed in September of this year.

Staff recommends authorizing appropriations for Aeration Diffusers System Replacements at White Slough Water Pollution Control Facility in the amount of \$250,000 for a total appropriation not to exceed \$3,250,000.

STRATEGIC VISION:

3D. Fiscal Health: Anticipate and advocate against unfunded mandates.

COUNCIL COMMUNICATION

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

FISCAL IMPACT:

This project is necessary to minimize maintenance costs, maintain wastewater treatment compliance and to avoid potential fines and penalties from the State. This does not impact the General Fund.

FUNDING AVAILABLE:

Wastewater Capital (53199000.77020) PWWS-21001

Original Appropriation:	\$3,000,000
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Additional Appropriation:	<u>\$ 250,000</u>
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Total Appropriation:	\$3,250,000
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RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
APPROPRIATIONS FOR AERATION DIFFUSERS SYSTEM REPLACEMENTS
AT WHITE SLOUGH WATER POLLUTION CONTROL FACILITY

=====

WHEREAS, the fiscal year 2022/23 original appropriation for the Aeration Diffuser System Replacements at the White Slough Water Pollution Control Facility was \$3,000,000; and

WHEREAS, the budget appropriation was intended to include funding for construction, engineering services during construction, staff time for inspection and construction management and contingencies related to unforeseen circumstances; and

WHEREAS, on October 18, 2023 Council awarded a construction contract to WM Lyles Co. in the amount \$2,441,000 to replace the existing obsolete aeration diffuser panels that were installed in 2007 with arrays of new diffuser discs; and

WHEREAS, this Council action did not authorize the City Manager to execute change orders but on May 15, 2024 Council authorized the City Manager to execute Change Orders for this project in an amount not to exceed \$250,000, and separately authorized Change Order No. 1 in the amount of \$47,447.44 to direct the contractor to dewater and clean aeration basins 3 and 4; and

WHEREAS, staff is anticipating additional change orders will be needed to complete the project and is requesting the additional appropriation to cover that cost as the project is scheduled to be completed in September of this year; and

WHEREAS, staff recommends authorizing appropriations for Aeration Diffusers System Replacements at White Slough Water Pollution Control Facility in the amount of \$250,000 for a total appropriation not to exceed \$3,250,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize authorizing appropriations for Aeration Diffusers System Replacements at White Slough Water Pollution Control Facility in the amount of \$250,000; and

BE IT FURTHER RESOLVED, that the Lodi City Council does hereby appropriate funds in the amount of \$250,000 to Wastewater Capital 53199000.77020 PWWS-21001; 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: July 2, 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 July 2, 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 the Public Works Director to Sign the Agreement with PG&E to Provide Natural Gas Service to the New Animal Shelter (PW)

MEETING DATE:

June 18, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Adopt a resolution authorizing the Public Works Director to sign the agreement with PG&E to provide Natural Gas Service to the new Animal Shelter.

BACKGROUND INFORMATION:

At the July 3, 2024, City Council meeting Council awarded the contract for construction of the new animal shelter to Haggerty Construction. As a part of the project, natural gas is required for building heating and water heaters. It is necessary to have PG&E provide gas service to the building gas meter.

The agreement with PG&E (Exhibit A) to provide gas service to the new Animal Shelter includes PG&E installing a new gas main, meter and abandoning an existing service to the east end of the parcel at the cost of \$171,664.01. The agreement must be signed and the cost for PG&E to install the improvements must be paid prior to PG&E performing any work. Due to the anticipated Animal Shelter completion in March of 2026, we need to get the PG&E agreement executed so the gas service is installed in time for the necessary equipment testing and operation to be ready for opening.

Staff recommends authorizing the Public Works Director to sign the agreement with PG&E to provide Natural Gas Service to the new Animal Shelter to meet the construction schedule.

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

This work must be completed to facilitate shelter operations.

FUNDING AVAILABLE:

There is funding available within the current project budget appropriation to cover these costs.



Customer Payment Coupon

April 22, 2025

City of Lodi - Lodi Animal Shelter
221 W. Pine Street
LODI, CA 95240

References

Notification #	130567329
Contract #	50120697 V1
G15-PM #	35615070
G16-PM #	35615070
Customer #	4824992

Customer Payment Summary

1041 AUTO CENTER DRIVE, LODI

Please pay the Total Due based upon the payment option(s) you selected on page two of the enclosed Gas and Electric Extension Agreement.

Payment Options	Subtotal	Total Due
10-Year Refundable Advance Option Gas and Electric	\$171,664.01	\$171,664.01
Non-Refundable 50 percent Discount Option for Gas and Electric	\$171,664.01	\$171,664.01
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	\$171,664.01	\$171,664.01
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	\$171,664.01	\$171,664.01

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at <https://www.pge.com/contractpayments>

To complete your contract BY MAIL

- Please make check payable to: **PG&E or Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- Remit payment and SACAC form to:**
PG&E CFM/PPC Department
PO BOX 997340
Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at pge.com/cco.

To learn more about PG&E's gas and electric safety initiatives and resources please visit pge.com/safety.

Have Questions?

Please Call 1-800-422-0436



130567329



Gas and Electric Extension Agreement*

April 22, 2025

City of Lodi - Lodi Animal Shelter
221 W. Pine Street
LODI, CA, 95240

Dear Charles Swimley

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Per Decision 22-09-026, Residential and Non-residential Customers submitting an application for new gas service on or after July 1, 2023, do not qualify for Allowances, Refunds or Discount Option.

Per Decision 23-12-037, Mixed-Fuel New Constructions project applications received after July 1, 2024, will not qualify for Allowances, Refunds, or Discount Option. For new applications for Gas Service Extension(s) on or after July 1, 2023, and Mixed Fuel New Construction projects after July 1, 2024, Applicants must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs. An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service. Non-Residential Customers submitting an application for new gas service on or after July 1, 2023 may qualify for Allowances, Refunds or Discount Option if approved by the CPUC. Please complete the following four steps to execute this contract.

For Internal Use

Notification #	130567329
Contract #	50120697 V1
E-PM #	
G-PM #	35615070
E-Prior MLX/PM#	
G-Prior MLX/PM#	
Customer #	4824992

Re: 1041 AUTO CENTER DRIVE, LODI

1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E	X	X	X	X						
Customer			X							

GAS

ELECTRIC

Total non-refundable project costs	\$171,664.00	\$0.00
Refundable extension costs	\$0.00	\$0.00
Allowances (credit)	-	\$0.00
Net refundable amount	=	\$0.00
10 YEAR REFUNDABLE OPTION		
Net refundable amount	\$0.00	\$0.00
Credit for value of design and/or facilities provided by applicant	-	\$0.00
Total non-refundable project costs	+	\$171,664.00
Total (if you select this option)	=	\$171,664.00
NON-REFUNDABLE 50% DISCOUNT OPTION		
Net refundable amount	\$0.00	\$0.00
Discount: 50% of Net refundable amount	-	\$0.00
Credit for value of design and/or facilities provided by applicant	-	\$0.00
Total non-refundable project costs	+	\$171,664.00
Total (if you select this option)	=	\$171,664.00
Potential refund per residential lot/unit	\$0.00	\$0.00
Potential reimbursement per service completion		
Pressurized or energized system	\$0.00	\$0.00
Not pressurized or energized system	\$0.00	\$0.00
Reimbursement for other work performed	\$0.00	\$0.00

DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.



130567329



Gas and Electric Extension Agreement*

2 Select one of the following payment options.

- ☐ 10-Year Refundable Option for Gas and Electric
- ☐ Non-Refundable 50 Percent Discount Option for Gas and Electric
- ☐ 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- ☐ Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

Gas	Electric	Advance	Total Due
\$171,664.01	\$0.00	N/A	\$171,664.01
\$171,664.01	\$0.00	N/A	\$171,664.01
\$171,664.01	\$0.00	N/A	\$171,664.01
\$171,664.01	\$0.00	N/A	\$171,664.01

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from April 22, 2025. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Brandon Wright at 877-743-7782 or by email at B1WI@PGE.COM.

ADDITIONAL INFORMATION

What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

☐ I, _____ (Applicant), hereby attest and certify that this project does not meet the definition of Mixed-Fuel New Construction as described in PG&E Gas and Electric Rules 1 and 15, provided below:
MIXED-FUEL NEW CONSTRUCTION: A new end-use load or consistent with the definition of New Construction in the CEC 2022 Building Energy Efficiency Standards, a building that has never been used or occupied for any purpose, or any renovation where 50 percent or more of the exterior weight bearing walls are removed, that uses gas and/or propane in addition to electricity.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Nick King

Service Planning Supervisor

Customer

Agreed and accepted by:

City of Lodi - Lodi Animal Shelter, A GOVERNMENT AGENCY

Authorized Signatory Charles Swimley

Title SIGNATOR

Signature _____

Date _____

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

* Automated document,
Preliminary Statement, Part A

Form 79-1169
Advice 4862-G/7158-E
January 2024



130567329



STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.*

April 22, 2025

Project Name: City of Lodi Lodi Animal Shelter

Project Location: 1041 AUTO CENTER DRIVE, LODI

Notification Number: 130567329

PM Number(s): (Gas) 35615070 (Electric)

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS

Residential Service Facilities:

Applicant: \$ _____

PG&E: \$0.00

Number of gas service: 0

Stubs: 0

ELECTRIC

Residential Service Facilities:

Applicant: \$ _____

PG&E: \$0.00

Number of Electric service: 0

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs **DOES NOT include:** inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

* This form at all times shall be subject to such modifications as the California Public Utilities Commission May direct from time to time in the exercise of its jurisdiction.

†Information collected on this form is used in accordance with PG&E's privacy policy. The privacy policy is available at pge.com/privacy

Automated document, Preliminary Statement, Part A

Page 1 of 2
Form 79-1003
Advice 4350-G/6050-E
February 2021



130567329

GAS**Gas Distribution Facilities
and Non-Residential Service Services:**

Applicant: \$ _____

PG&E: \$17,741.81**ELECTRIC****Electric Distribution Facilities
and Non-Residential Service Services:**

Applicant: \$ _____

PG&E: \$0.00**GAS DISTRIBUTION TRENCH**

Applicant: \$ _____

PG&E: \$10,531.67

- Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16.
- Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.

I declare under penalty of perjury that the foregoing is true and correct.☐ **APPLICANT'S ELECTION NOT TO PROVIDE COSTS:** (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on _____ at _____
(Date) (City)

By: Charles Swimley

Print Applicant Name: City of Lodi - Lodi Animal Shelter, A GOVERNMENT AGENCY

Signed: _____

Title: SIGNATOR

Approved as to Form:

KATIE O. LUCCHESI
City Attorney

†Information collected on this form is used in accordance with PG&E's privacy policy. The privacy policy is available at pge.com/privacy

Automated document, Preliminary Statement, Part A

Page 2 of 2
Form 79-1003
Advice 4350-G/6050-E
February 2021



130567329



Pacific Gas and Electric Company
Detailed Cost Sheet - Gas Distribution
and Service Extension Costs

April 22, 2025

References

Notification #	130567329
Contract #	50120697 V1
G15-PM #	35615070
G16-PM #	35615070
Customer #	4824992

Cost Breakdown

Applicant **Charles Swimley**

Project Location/Name **1041 AUTO CENTER DRIVE, LODI**

Total number of residential lots/units for this project: 0
 Total number of non-residential lots/units for this project: 1
 Total number of combined meters: 1

Cost of Services: ⁽⁵⁾

Engineering & Administrative Costs					<u>\$0.00</u>
Including Applicant Design Value of					<u>\$0.00</u>
Service Tie-in Cost by PG&E	(+)				<u>\$0.00</u>
Service Tie-in Cost by Applicant	(+)				<u>\$0.00</u>
Gas Metering & Regulation	(+)				<u>\$0.00</u>
Inspection Fees	(+)				<u>\$0.00</u> ⁽⁴⁾
Service Cost - PG&E installed	# Services	<u>0</u>	(+)		<u>\$0.00</u>
Service Cost - Applicant installed	# Services	<u>0</u>	(+)		<u>\$0.00</u> ⁽⁵⁾
Total Estimated Cost of Service Subject to Allowance	(=)				<u>\$0.00</u>

Cost of Service Within Allowance:

Residential Service Allowance
 (not to exceed Total Estimated Cost of Service Subject to Allowance)

Water Heaters:	<u>\$1,391.00</u>	X	<u>0</u>	Units	<u>\$0.00</u>
Space Heaters:	<u>\$987.00</u>	X	<u>0</u>	Units (+)	<u>\$0.00</u>
Oven / Range:	<u>\$84.00</u>	X	<u>0</u>	Units (+)	<u>\$0.00</u>
Dryer Stub:	<u>\$24.00</u>	X	<u>0</u>	Units (+)	<u>\$0.00</u>
Total Residential Service Allowance			(-)		<u>\$0.00</u> ⁽¹⁾
Excess Service Cost			(=)		<u>\$0.00</u>
Estimated Service Cost Within Allowance (Total less Excess)			(=)		<u>\$0.00</u>
Average Cost per Lot or Unit Within Allowance					
	<u>\$0.00</u>	/	<u>0</u>	=	<u>\$0.00</u>

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

<u>\$0.00</u>	-	<u>\$0.00</u>	=	<u>\$0.00</u> **
Allowance		Ave. Cost / Unit		

Allowances

Residential:

<u>\$1,391.00</u>	X	<u>0</u>	<u>\$0.00</u>
Water Heaters:		Lots / Units	
<u>\$987.00</u>	X	<u>0</u>	<u>\$0.00</u>
Space Heaters:		Lots / Units	
<u>\$84.00</u>	X	<u>0</u>	<u>\$0.00</u>
Oven / Range:		Lots / Units	
<u>\$24.00</u>	X	<u>0</u>	<u>\$0.00</u>
Dryer Stub:		Lots / Units	

SUB TOTAL Residential Allowance \$0.00

plus ITCC 24% Residential Allowances (+) \$0.00

TOTAL Residential Allowances (=) \$0.00

Non-Residential: \$0.00 / 0.1572 = \$0.00
Net Annual Revenue Cost-of-Service-Factor

plus ITCC 24% Non-Residential Allowances (+) \$0.00

SUB TOTAL Non-Residential Allowances (=) \$0.00

less Residential Service Allowance:

(0 X \$0.00) + 24% = \$0.00
Lots/Units Ave. Cost / Unit ITCC

Total Gas Distribution Main Extension Allowance (=) \$0.00

Amount Subject to Refund

Engineering & Administrative Costs (includes Value of Applicant Design): \$17,543.22

Including Applicant Design Value of \$0.00

Tie-In of Distribution by PG&E (+) \$378.00

Gas Metering (Non-Residential Projects) (+) \$59,484.83

Other (+) \$0.00

PG&E installed - Cost of Distribution Main and Non-Res Svcs. (+) \$17,741.81

Applicant installed - Cost of Distribution Main and Non-Res Svcs. (+) \$0.00⁽⁵⁾

PG&E installed - Cost of Distribution Main Trench. (+) \$10,531.67

Applicant installed - Cost of Distribution Main Trench. (+) \$0.00⁽⁵⁾

Inspection Fees (+) \$0.00⁽⁴⁾

Less Non-Residential Service Costs not Qualified for Refunds (-) \$69,381.33

Less Distribution Extension Costs not Qualified for Refunds (-) \$36,298.20

SUB TOTAL (=) \$0.00

plus ITCC @ 24% (+) \$0.00

Total Refundable Amount (=) \$0.00

Less Total Allowances (not to exceed Total Refundable Amount) \$0.00

Balance: Net Refundable Amount (=) \$0.00

10 Year Refundable Advance Option

Balance: Net Refundable Amount \$0.00

Less Credit for Value of Applicant Design Work (-) \$0.00

Less Cost of Dist. Main Ext. and Non-Res Svcs. installed by Applicant (-) \$0.00⁽⁵⁾

Less Distribution Main Trench by Applicant (-) \$0.00⁽⁵⁾

Net 10 Year Refundable Advance Option Amount (=) \$0.00⁽²⁾

Non-Refundable Discount Option

Balance: Net Refundable Amount					<u>\$0.00</u>
	<u>\$0.00</u>	/	<u>0.50</u>	=	<u>\$0.00</u>
	Balance		Discount Rate		
Less Credit for Value of Applicant Design Work	(-)				<u>\$0.00</u>
Less Cost of Dist. Main Ext. and Non-Res Svcs. installed by Applicant	(-)				<u>\$0.00</u> ⁽⁵⁾
Less Cost of Distribution Main Trench by Applicant	(-)				<u>\$0.00</u> ⁽⁵⁾
Net Non-Refundable Discount Option Amount				(=)	<u>\$0.00</u> ⁽²⁾

Non-Refundable Payments**Rule 16 Non-Refundable Payments**

Excess Service Costs					<u>\$0.00</u>
Non-Residential Service Costs not Qualified for Refunds	(+)				<u>\$69,381.33</u>
Service Costs Beyond Preferred Service Location	(+)				<u>\$0.00</u>
Value of Rule 16 Land Rights Costs	(+)				<u>\$0.00</u>
Value of Gas Service Trench in the Franchise Area or on 3rd Party Property	(+)				<u>\$9,441.59</u>
Inspection Fees	(+)				<u>\$794.41</u>
Rule 16 Trench Permits Obtained by PG&E	(+)				<u>\$500.00</u>
Other Non-Refundable Charges	(+)				<u>\$0.00</u>
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)				<u>\$0.00</u>
SUB TOTAL	(=)				<u>\$80,117.33</u>
Plus ITCC @ 24%	(+)				<u>\$19,228.15</u>
Other Non-Taxable Charges	(+)				<u>\$786.70</u>
Residential Per Meter Charge = 0 unit(s)	(+)				<u>\$0.00</u>
Non-Residential Per Meter Charge 1 unit(s)	(+)				<u>\$282.00</u>
Inspection Fees (not subject to ITCC)	(+)				<u>\$0.00</u>
Plus Gas Service Trench installed by PG&E on Private Property	(+)				<u>\$461.04</u>
Less Excess Service Facilities Installed by Applicant	(-)				<u>\$0.00</u>
Less Service Costs Beyond Preferred Location by Applicant	(-)				<u>\$0.00</u>
Less Gas Service Trench in the Franchise Area or on & 3rd Party Property installed by Applicant	(-)				<u>\$0.00</u>
Less Rule 16 Applicant Design Work Associated with Excess	(-)				<u>\$0.00</u>
Total Rule 16 Non-Refundable Amount				(=)	<u>\$100,875.22</u>

Rule 15 Non-Refundable Payments

Distribution Extension Costs not Qualified for Refunds					<u>\$36,298.20</u>
Inspection Fees	(+)				<u>\$0.00</u>
Re-engineering / Composite Fees	(+)				<u>\$0.00</u>
Cost of Additional Applicant Design Plan Checks	(+)				<u>\$0.00</u>
Value of Distribution Main Substructures	(+)				<u>\$786.70</u>
PG&E Land Rights Costs	(+)				<u>\$1,945.60</u>
Rule 15 Trench Permits Obtained by PG&E	(+)				<u>\$0.00</u>
Other Non-Refundable Charges	(+)				<u>\$0.00</u>
SUB TOTAL	(=)				<u>\$39,030.50</u>
Plus ITCC @ 24%	(+)				<u>\$9,367.31</u>
Less Cost of Distribution Main Extension Installed by Applicant	(-)				<u>\$0.00</u>
Less Cost of Distribution Main Trench by Applicant	(-)				<u>\$0.00</u>
Less Distribution Main Substructures Installed by Applicant	(-)				<u>\$0.00</u>

Less Credit for Value of Rule 15 Applicant Design Work	(-)	<u>\$0.00</u>	
Total Non-Refundable Gas Rule 15 Amount		(=)	<u>\$48,397.81</u>

Relocation / Rearrangement of PG&E Facilities

Value of Relocation/Rearrangement Facilities		<u>\$0.00</u>	
Value of Relocation/Rearrangement Conduits & Substructures	(+)	<u>\$0.00</u>	
Value of Relocation/Rearrangement Trench & Excavation	(+)	<u>\$0.00</u>	
Engineering & Administrative Costs	(+)	<u>\$0.00</u>	
Value of Relocation Applicant Design Work	(+)	<u>\$0.00</u>	
Re-engineering/Comp Prep/Add'l AD Plan Checks	(+)	<u>\$0.00</u>	
Tie-in/Meter for Relocation/Rearrangement by PG&E	(+)	<u>\$0.00</u>	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>	
Relocation/Rearrangement Land Rights	(+)	<u>\$0.00</u>	
Relocation/Rearrangement Inspection Fees	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$0.00</u>	
Plus ITCC @ 0%	(+)	<u>\$0.00</u>	
Plus Relocation/Rearrangement - Non Taxable	(+)	<u>\$0.00</u>	
D.0405055 Line Extension Costs - Residential (PMC Charge)		<u>\$0.00</u>	
D.0405055 Line Extension Costs - Non-Residential (PMC Charge)		<u>\$0.00</u>	
Less Relocation/Rearrangement Facilities Installed by Applicant	(-)	<u>\$0.00</u>	
Less Substructures Installed by Applicant	(-)	<u>\$0.00</u>	
Less Trench & Excavation Provided by Applicant	(-)	<u>\$0.00</u>	
Less Value of Relocation Applicant Design Work	(-)	<u>\$0.00</u>	
Less Relocation/Rearrangement Salvage	(-)	<u>\$0.00</u>	
Total Relocation / Rearrangement of PG&E Facilities Amount		(=)	<u>\$0.00</u>

Actual Cost Billing Forecast⁽⁶⁾

Total Non-Refundable Gas Rule 16 Amount	(+)	<u>\$100,875.22</u>	
Total Non-Refundable Gas Rule 15 Amount	(+)	<u>\$48,397.81</u>	
Total Non-Refundable Relocation / Rearrangement Amount	(+)	<u>\$0.00</u>	
Total Non-Refundable Costs	(+)	<u>\$149,273.04</u>	
Actual Cost Billing Forecast Fee	(+)	<u>\$22,390.95</u>	
Total Non-Refundable Payment		(=)	<u>\$171,664.00</u>

Value of Gas Facility Reinforcements by PG&E: \$0.00 based upon Applicant's estimated demand
gas load of: 0 Mcfh

(Reference: Payment Adjustments. Excess Facilities section of provisions)

(1) Total Service Allowance not to exceed the Cost of Service

(2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

(3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

(4) Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Actual Cost + Inspection Cannot Exceed PG&E's Estimate)

(5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003

"Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance

(6) Per CPUC Decision 22-09-026, Actual Cost Billing Forecast is to cover any cost increases due to unforeseen circumstances.

Note: This supplemental detailed cost sheet is for reference only and is not intended for use in place of the actual contract for the project listed.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE PUBLIC
WORKS DIRECTOR TO SIGN THE AGREEMENT WITH PG&E TO PROVIDE
NATURAL GAS SERVICE TO THE NEW ANIMAL SHELTER

=====

WHEREAS, at the July 3, 2024 City Council meeting, Council awarded the contract for construction of the new animal shelter to Haggerty Construction; and

WHEREAS, as a part of the project, natural gas is required for building heating and water heaters. It is necessary to have PG&E provide gas service to the building gas meter; and

WHEREAS, the agreement with PG&E to provide gas service to the new Animal Shelter includes PG&E installing a new gas main, meter and abandoning an existing service to the east end of the parcel at the cost of \$171,664.01; and

WHEREAS, the agreement must be signed and the cost for PG&E to install the improvements must be paid prior to PG&E performing any work; and

WHEREAS, staff recommends authorizing the Public Works Director to sign the agreement with PG&E to provide Natural Gas Service to the new Animal Shelter to meet the construction schedule.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the Public Works Director to sign the agreement with PG&E to provide Natural Gas Service to the new Animal Shelter to meet the construction schedule; 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: June 18, 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 June 18, 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 Awarding Contract for the Well 6R and Well 14 GAC System Improvements, to Conco-West, Inc. DBA Conco West, Inc., of Manteca, California, (\$3,361,200), Authorizing City Manager, or their Designee, to Execute Change Orders (\$300,000) And Appropriating Funds (\$3,661,200) (PW)

MEETING DATE:

July 2, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Adopt a Resolution Awarding Contract for the Well 6R and Well 14 GAC System Improvements, to Conco-West, Inc. DBA Conco West, Inc., of Manteca California, in the amount of \$3,361,200, authorizing City Manager, or their designee, to execute change orders in an amount not to exceed \$300,000.

BACKGROUND INFORMATION:

The Environmental Protection Agency (EPA) has established maximum contaminant levels for PFAS/PFOS constituents. It is anticipated the State of California will adopt the EPA's limits as legally enforceable maximums. Per- and Polyfluoroalkyl Substances (PFAS) contaminants have been detected in small amounts at Well 14. This project will address the treatment requirements for PFAS prior to the federal compliance date of 2029. Without this project, Well 14 may experience an exceedance of the maximum limits that would result in it becoming inoperable.

In addition to the treatment installation at Well 14 to address PFAS/ PFOS, Well 6R is in need of additional treatment capacity. Well 6R's existing granular activated carbon (GAC) installation was initially configured to remove dibromochloropropane (DBCP), a contaminant found at multiple sites in Lodi. In 2018, the State Water Resources Control Board, who regulates water systems in California, set a maximum contaminant limit for another compound, 1,2,3- Trichloropropane (1,2,3-TCP). This compound has been detected at Well 6R, as well as other sites in Lodi, and the recommended treatment for that contaminant requires a total of four GAC adsorbers, of which Well 6R currently has two.

For decades, GAC has been utilized at several well sites within the City to adsorb dibromochloropropane (DBCP) as well as other, potentially harmful constituents. The United States Environmental Protection Agency has also identified GAC as an effective technology for removing the recently discovered constituents of interest, PFAS, PFOS, & 1,2,3-TCP.

This project consists of furnishing and installing additional GAC filter vessels for additional treatment capacity at Well 6R, as well as a new GAC treatment system at Well 14, located at 1050 S. Stockton Street and 2206 Oxford Way respectively, as shown on Exhibit A and Exhibit B. The location of each of the project sites is shown on Exhibit C for reference. The GAC filter system improvements at Well 6R and Well 14 will require a total of six low profile tanks, carbon media, concrete pad, all required on-site piping and valving, fencing

COUNCIL COMMUNICATION

adjustments, and other necessary site improvements including the removal of a maximum of 5 birch trees at Well 14. The existing birch trees are located immediately to the west of the existing well site enclosure and will need to be removed to expand the facility in a reasonable manner.

The breakdown of the Engineer's estimate and the two bids received on May 21, 2025 is shown below:

Above/(Below) Bidder		Location	Base Bid	Engineers Estimate	
Engineer's	Estimate				\$3,000,000
Conco West, Inc.		Manteca, CA		\$3,361,200	\$361,200
Covenant Technical Solutions, Inc.		Danville, CA	\$3,399,000	\$399,000	

Staff recommends awarding contract for the Well 6R and Well 14 GAC System Improvements, to Conco-West, Inc. DBA Conco West, Inc., of Manteca California, in the amount of \$3,361,200, authorizing City Manager, or their designee, to execute change orders in an amount not to exceed \$300,000.

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

The project will have a minimal impact on total maintenance costs but will enhance the safety, reliability and efficiency of the water system. This project does not impact the General Fund.

FUNDING AVAILABLE:

Water Capital 56199000.77020

Exhibit A

Well 6R and 14 Granular Activated Carbon (GAC) Treatment System 1050 S Stockton Street and 2206 Oxford Way

Date: 6/05/2024



Figure 1 - Well 6R Project Location

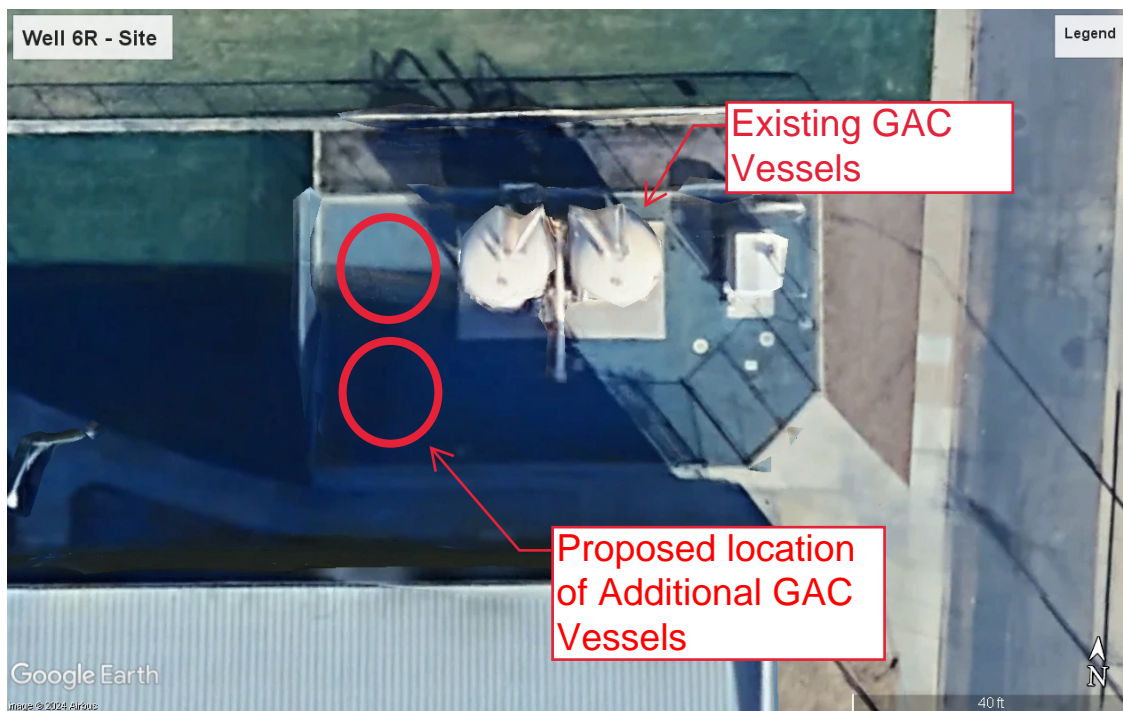


Figure 2 - Well 6R Project Site

Exhibit B

Well 6R and 14 Granular Activated Carbon (GAC) Treatment System 1050 S Stockton Street and 2206 Oxford Way

Date: 6/05/2024



Figure 1 - Well 14 Project Location



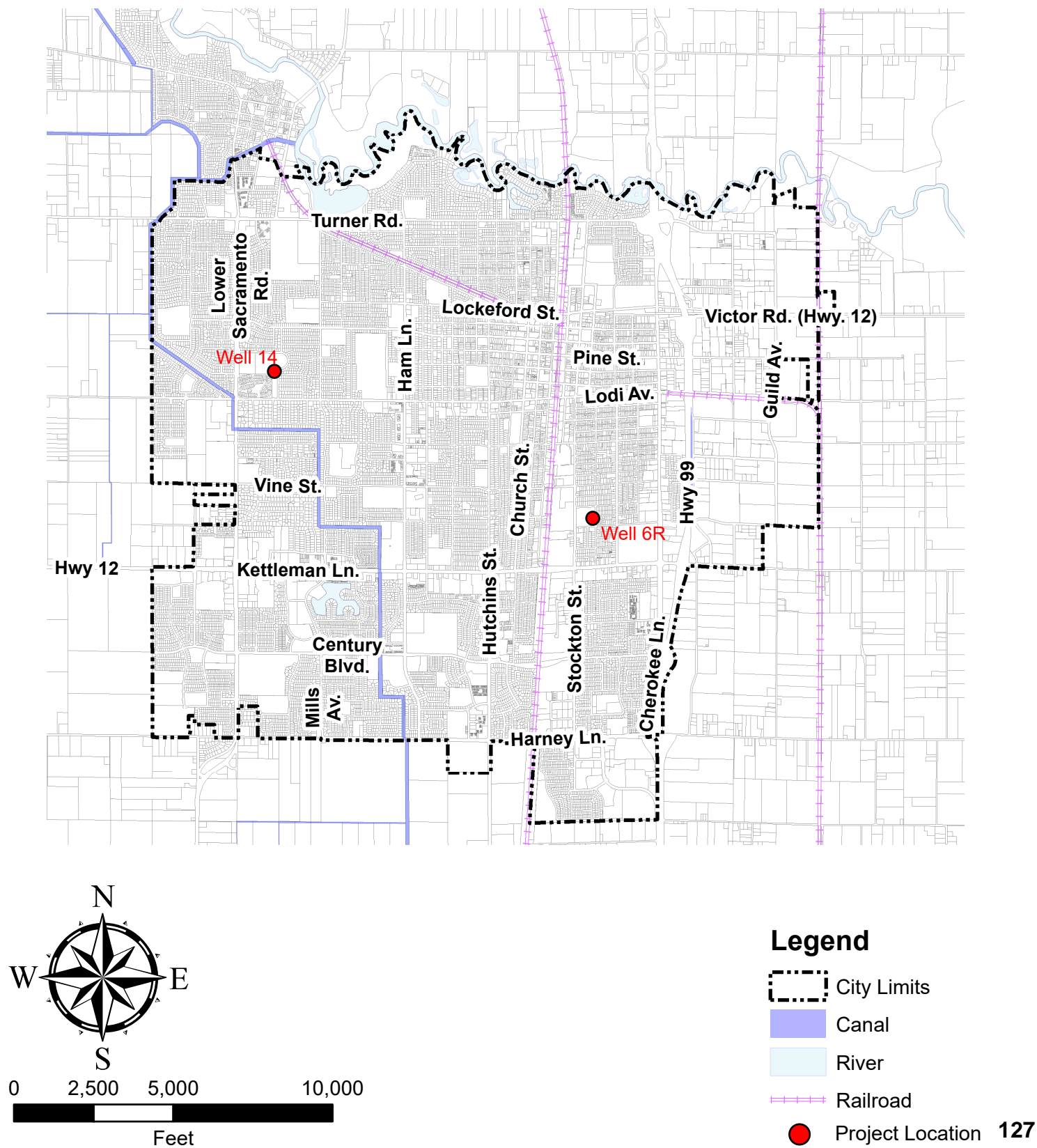
Figure 2 - Well 14 Project Site



Exhibit C

Well 6R and Well 14 GAC System Improvements

Project Locations



Capital Improvement Plan

FY 2025-2026

Project Title:	Well 6R & Well 14 GAC System Improvements				Munis Project Code:				CIP List Proj #
Section I: Description				District Nos:	1,4	Project Length		Priority	
Furnishing and installation of additional GAC filter vessels for additional treatment capacity at Well 6R and a new GAC treatment system at Well 14									
Justification/factor driving project									
Additional Information									
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	\$ -		\$ 3,661,200						\$ 3,661,200
	\$ -								\$ -
	\$ -								\$ -
	\$ -								\$ -
	\$ -								\$ -
Total Capital Costs	\$ -	\$ -	\$ 3,661,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,661,200
Section III: Funding Sources/Methods of Financing									
Funding Source(s)	Prior Years	FY 24/25 Estimate	FY 25/26 Budget	FY 25/26	FY 26/27	FY 27/28	FY 29/30	Future Yrs	Total
561 - Water Capital Outlay	\$ -		\$ 3,661,200						\$ 3,661,200
	\$ -								\$ -
	\$ -								\$ -
	\$ -								\$ -
Total Project Financing	\$ -	\$ -	\$ 3,661,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,661,200

**WELL 6R AND WELL 14 GAC SYSTEM IMPROVEMENTS
VARIOUS LOCATIONS**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, a municipal corporation, herein referred to as the "City," and CONCO-WEST 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
General Provisions	City of Lodi Construction Specifications
Special Provisions	Plans and Appendices
Bid Proposal	
Contract	
Contract Bonds	
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 - 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:

The work consists of designing, furnishing and installing two Granular Activated Carbon Filter Systems (GACS), at Well 6R and Well 14, consisting of three (3) sets of lead-lag GACS treatment trains, for a total of (6) – 20,000 pound vessels, with all required on-site piping and valving, off-site sewer extension and manhole installation, Granular Activated Carbon (GAC) media, appurtenances, interconnections with existing systems, structural components, and other incidental and related work, all as shown on the plans and specifications for the above project.

See Section 6-07 “Description of Bid Items” and drawings for additional information.

CONTRACT ITEMS

Item	Description	Qty	Unit	Unit Price	Total Price
1	Mobilization Grading and Temporary Facilities	1	LS	\$ 420,000.00	\$ 420,000.00
2	Well 6R Site Demolition and Removal	1	LS	\$ 2,000.00	\$ 2,000.00
3	Well 6R Site Piping and Improvements	1	LS	\$ 99,700.00	\$ 99,700.00
4	Well 14 Site Demolition and Removal	1	LS	\$ 45,000.00	\$ 45,000.00
5	Well 14 Site Piping and Improvements	1	LS	\$ 468,500.00	\$ 468,500.00
6	Furnish and Install GAC Filter System (2 Vessels)	3	EA	\$ 554,000.00	\$1,662,000.00
7	Furnish and Install GAC Filter Media (20,000 lbs)	6	EA	\$ 70,000.00	\$ 420,000.00
7	Well 14 Off-site Improvements	1	LS	\$144,000.00	\$ 144,000.00
8	Allowance for Authorized Additional Work	1	LS	\$100,000.00	\$ 100,000.00

TOTAL: \$ 3,361,200.00

Refer to Section 6-143 MEDIA - GRANULAR ACTIVATED CARBON (GAC) for additional submittal requirements.

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 - The Contractor agrees to commence work within 15 calendar days after both parties have signed the contract and to complete the work within **300 CALENDAR DAYS** or **60 CALENDAR DAYS AFTER DELIVERY OF EACH GAC FILTER SYSTEM TO THE RESPECTIVE WELL SITES, WHICHEVER EVENT OCCURS FIRST.**

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.

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
Acting City Manager

By: _____

Date: _____

Title

Attest:

OLIVIA NASHED
City Clerk

(CORPORATE SEAL)

Approved As To Form:

KATIE O. LUCCHESI
City Attorney

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING CONTRACT FOR THE WELL 6R AND WELL 14 GAC SYSTEM IMPROVEMENTS, TO CONCO-WEST, INC. DBA CONCO WEST, INC., OF MANTECA CALIFORNIA, AUTHORIZING CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE CHANGE ORDERS AND APPROPRIATING FUNDS

=====

WHEREAS, the EPA has established maximum contaminant levels for PFAS/PFOS constituents and it is anticipated the State of California will adopt the EPA's limits as legally enforceable maximums; and

WHEREAS, this project will address the treatment requirements for PFAS prior to the federal compliance date of 2029 and without this project, Well 14 may experience an exceedance of the maximum limits that would result in it becoming inoperable; and

WHEREAS, this project consists of furnishing and installing additional GAC filter vessels for additional treatment capacity at Well 6R, as well as a new GAC treatment system at Well 14, located at 1050 S. Stockton Street and 2206 Oxford Way; and

WHEREAS, Specifications for this project were approved on June 5, 2024 and the City received the following two apparent responsive bids on May 21, 2025:

Bidder	Location	Bid	Above/(Below) Estimate
Engineer's Estimate		\$3,000,000	
Conco West, Inc.	Manteca, CA	\$3,361,200	\$361,200
Covenant Technical Solutions, Inc.	Danville, CA	\$3,399,000	\$399,000

WHEREAS, staff recommends awarding contract for the Well 6R and Well 14 GAC System Improvements, to Conco-West, Inc. DBA Conco West, Inc., of Manteca California, in the amount of \$3,361,200, authorizing City Manager, or their designee, to execute change orders in an amount not to exceed \$300,000; and

WHEREAS, appropriating funds in the amount of \$3,661,200 to Water Capital 56199000.77020.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award contract for the Well 6R and Well 14 GAC System Improvements, to Conco-West, Inc. DBA Conco West, Inc., of Manteca California, in the amount of \$3,361,200, authorizing City Manager, or their designee, to execute change orders in an amount not to exceed \$300,000; and

BE IT FURTHER RESOLVED, that the Lodi City Council does hereby appropriate funds in the amount of \$3,661,200 to Water Capital 56199000.77020; 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: July 2, 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 July 2, 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:

Approve Plans and Specifications and Authorize Advertisement for Bids for 2025 Pavement Resurfacing Project, and Adopt a Resolution Authorizing City Manager or Designee to Award Contract to Lowest Responsive Bidder and Execute Change Orders (\$1,700,000 Combined) and Appropriate Funds (\$1,700,000) (PW)

MEETING DATE:

July 2, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Approve Plans and Specifications and Authorize Advertisement for Bids for 2025 Pavement Resurfacing Project, and Adopt Resolution Authorizing City Manager or Designee to Award Contract to Lowest Responsive Bidder and Execute Change Orders (\$1,700,000 Combined) and Appropriate Funds (\$1,700,000).

BACKGROUND INFORMATION:

On June 5, 2024, Council adopted a resolution approving this project as the recipient of the Road Repair and Accountability Act of 2017, Senate Bill 1 (SB1) funding for the 2024/2025 Fiscal Year.

This pavement resurfacing includes the application of rubberized asphalt cape seal and fiberized slurry seal. The project limits will include various streets throughout the City, as shown on Exhibit A.

The rubberized asphalt cape seal is a two-layer system of a rubberized chip seal on the bottom, with a fiberized slurry seal (slurry seal with strands of glass fiber added) on top. The rubberized cape seal will be applied to streets with more surface defects, while only one layer of fiberized slurry seal will be applied to those streets with fewer surface defects.

The specifications are on file in the Public Works Department. The planned bid opening date is July 30, 2025. The contract estimate is \$1,700,000.

STRATEGIC VISION:

5C. Infrastructure: Address deferred maintenance.

FISCAL IMPACT:

By increasing the crack sealing effort, the useful life of City streets will be extended.

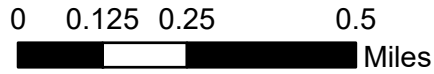
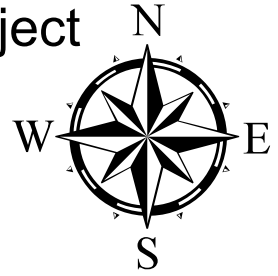
FUNDING AVAILABLE:

Requested Appropriation Fiscal Year 2025/26-Senate Bill 1 Gas Tax (30499000.77020)	\$ 1,700,000
--	--------------

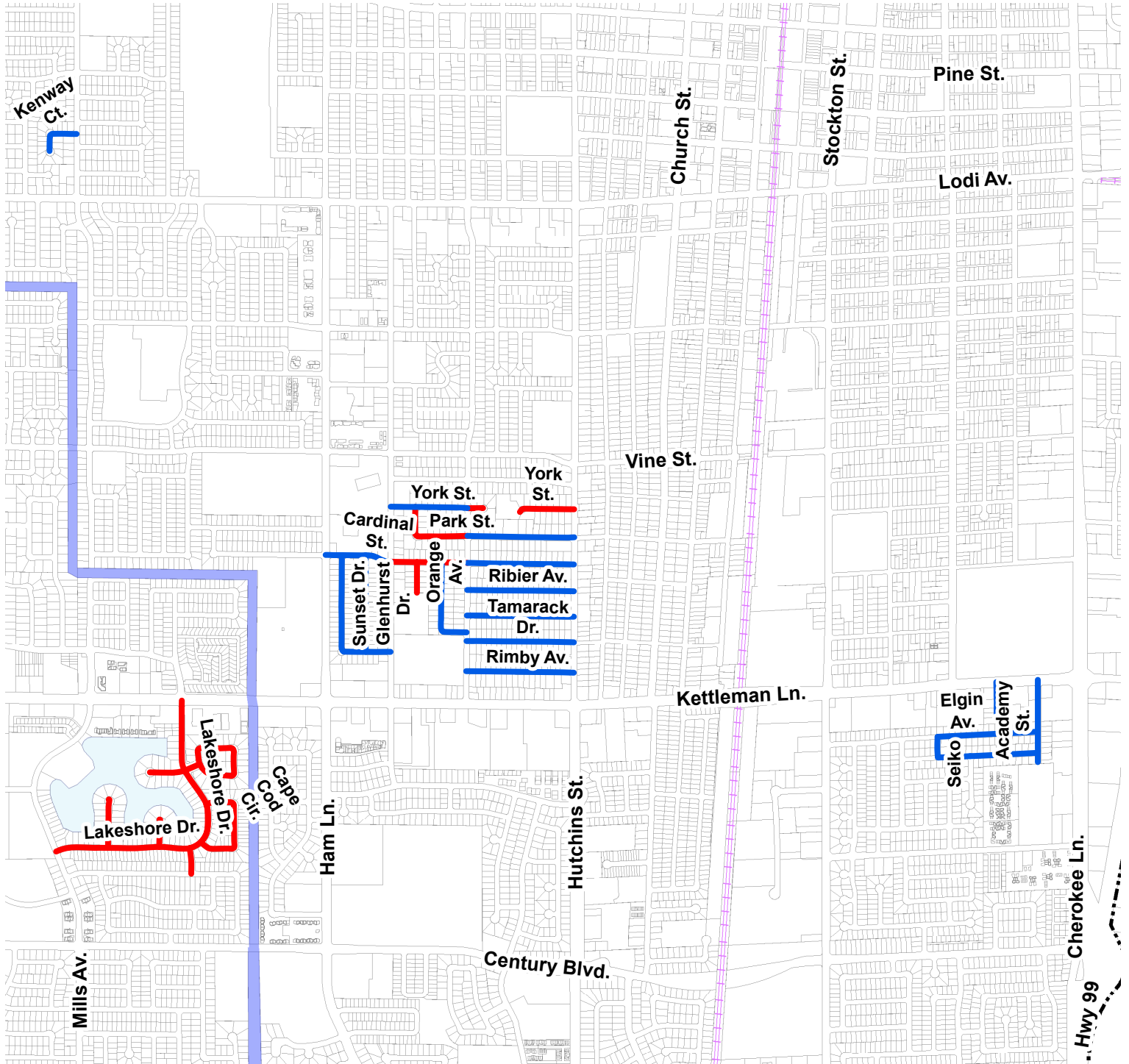


2024/25 Pavement Resurfacing Project

Exhibit A



- Slurry Seal
- Cape Seal



RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER OR THEIR DESIGNEE TO AWARD THE CONTRACT TO THE LOWEST RESPONSIVE BIDDER, EXECUTE CHANGE ORDERS, AND APPROPRIATE FUNDS

=====

WHEREAS, on June 5, 2024, Council adopted Resolution No. 2024-108 approving this project as the recipient of the Road Repair and Accountability Act of 2017, Senate Bill 1 (SB1) funding for the 2024/2025 Fiscal Year; and

WHEREAS, this pavement resurfacing includes the application of rubberized asphalt cape seal and fiberized slurry seal; and

WHEREAS, the project limits will include various streets throughout the City; and

WHEREAS, the specifications are on file in the Public Works Department and the planned bid opening date is July 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to award the contract to the lowest responsive bidder and execute change orders in an amount not to exceed (\$1,700,000); and

BE IT FURTHER RESOLVED, that the Lodi City Council does hereby appropriate funds in the amount of \$1,700,000 to Senate Bill 1 Gas Tax (30499000.77020); 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: July 2, 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 July 2, 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:

Approve Plans and Specifications and Authorize Advertisement for Bids for Central Plume PCE/TCE Soil Remediation Project at 212 W. Pine St, Adopt a Resolution Authorizing City Manager to Award the Contract to the Lowest Responsive Bidder (\$1,000,000) and Execute Change Orders (\$100,000), and Appropriate Funds (\$1,000,000) (PW)

MEETING DATE:

July 2, 2025

PREPARED BY:

Public Works Director

RECOMMENDED ACTION:

Approve plans and specifications and authorize advertisement for bids for Central Plume PCE/TCE Soil Vapor Remediation Project at 212 West Pine Street, adopt a resolution authorizing City Manager to award the contract to the lowest responsive bidder in an amount not to exceed \$1,000,000, execute change orders in an amount not to exceed \$100,000, and appropriate funds in the amount of \$1,100,000.

BACKGROUND INFORMATION:

For over 20 years, the City of Lodi has been involved in the remediation efforts associated with perchloroethylene (PCE) in the Central Plume Source Area (CPSA). The CPSA is generally bound by Pine Street on the North, Oak Street on the South, Church Street on the East, and Pleasant Street on the West. While the City did not cause the soil and groundwater contamination, the City agreed to assume all of the cleanup obligations as part of multiple lawsuit settlements.

The City has operated several PCE extraction projects in the Central Plume area, removing approximately 17,500 pounds of PCE to-date. In 2020, the City's Soil Vapor Extraction (SVE) system was no longer effectively removing the PCE within the soil beneath the CPSA, and the State's Water Board approved the removal of the SVE. As part of the approval to remove the SVE, the Water Board required the City to monitor indoor air quality for properties within the CPSA, and remediate any locations with residual PCE indoor air concentrations above the environmental screening levels (ESLs).

As part of the subsequent monitoring, the City found indoor air samples at 212 West Pine Street to be above the ESL. Through additional soil testing, there was determined to be a small source beneath the slab floor at 212 West Pine. After this determination, the City, Civil Hydro Tech (our Consultant), the Water Board, and the Pine Street Partners (the building owners) have met multiple times to determine the appropriate course of action.

On January 15, 2025, Council authorized the City Manager to reimburse the relocation costs for the businesses at 212 West Pine in order for the City to plan and complete this remediation project. Since that time, the owners have temporarily relocated and the City has developed a project scope that meets both the Water Board and the owners' approval.

COUNCIL COMMUNICATION

This project will remove approximately 7,100 square feet of concrete slab, remove approximately 200 cubic yards of PCE-contaminated soil, install a passive sub-slab depressurization system (SSDS), install a sub-slab vapor barrier, and replace the concrete slab within the building. Additionally, this project will include remediation outside of the building immediately to the south. These exterior improvements will consist of removal of concrete and asphalt, removing PCE-contaminated soil, replacing the sewer lateral, installing a vertical vapor barrier (a trench dam), and installing a temporary active treatment system.

Plans and specifications for the project are on file in the Public Works Department. The planned bid opening date is July 30, 2025

FISCAL IMPACT:

There will be a minimal amount of ongoing air monitoring costs necessary for approximately 12 months after construction as required by the Water Board prior to closing the Central Plume Source Area Cleanup and Abatement Order. These costs will be paid for out of the settlement's PCE/TCE Rates Fund, and no General Funding will be needed on this project.

FUNDING AVAILABLE:

Appropriate Funds:

PCE/TCE Rates Fund (56599000.77020): \$1,100,000

Capital Improvement Plan

FY 2025-2026

Project Title:	Central Plume PCE/TCE Soil Vapor Remediation			Munis Project Code:				CIP List Proj #		
Section I: Description				District Nos:	3		Project Length		Priority	
Removing approximately 7,100 square feet on concrete slab, 200 cubic yards of PCE contaminated soil, install a passive sub-slab depressuration system, instal a sub-slab vapor barrier, and replace the concrete slab withing the building at 212 W. Pine Street. Exterior improvements consisting of remobal of concrete and asphalt, removing PCE-contaminated soil, replacing the sewer lateral, installing a vertical vapor barrier and installing a temporary active treatment system.										
Justification/factor driving project										
Additional Information										
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	\$ -		\$ 1,100,000						\$	1,100,000
	\$ -								\$	-
	\$ -								\$	-
	\$ -								\$	-
	\$ -								\$	-
Total Capital Costs	\$ -	\$ -	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$	1,100,000
Section III: Funding Sources/Methods of Financing										
Funding Source(s)	Prior Years	FY 24/25 Estimate	FY 25/26 Budget	FY 25/26	FY 26/27	FY 27/28	FY 29/30	Future Yrs	Total	
565 - PCE Rate Abatement	\$ -		\$ 1,100,000						\$	1,100,000
	\$ -								\$	-
	\$ -								\$	-
	\$ -								\$	-
Total Project Financing	\$ -	\$ -	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$	1,100,000

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER
TO AWARD THE CONTRACT TO THE LOWEST RESPONSIVE BIDDER,
EXECUTE CHANGE ORDERS, AND APPROPRIATE FUNDS

=====

WHEREAS, for over 20 years, the City of Lodi has been involved in the remediation efforts associated with perchloroethylene (PCE) in the Central Plume Source Area (CPSA); and

WHEREAS, the City has operated several PCE extraction projects in the Central Plume area, removing approximately 17,500 pounds of PCE to-date and in 2020 the City's Soil Vapor Extraction (SVE) system was no longer effectively removing the PCE within the soil beneath the CPSA, and the State's Water Board approved the removal of the SVE; and

WHEREAS, as part of the approval to remove the SVE, the Water Board required the City to monitor indoor air quality for properties within the CPSA, and remediate any locations with residual PCE indoor air concentrations above the environmental screening levels (ESLs); and

WHEREAS, through additional soil testing, there was determined to be a small source beneath the slab floor at 212 West Pine and on January 15, 2025, Council authorized the City Manager to reimburse the relocation costs for the businesses at 212 West Pine in order for the City to plan and complete this remediation project; and

WHEREAS, this project will remove approximately 7,100 square feet of concrete slab, remove approximately 200 cubic yards of PCE-contaminated soil, install a passive sub-slab depressurization system (SSDS), install a sub-slab vapor barrier, replace the concrete slab within the building, and will include remediation outside of the building immediately to the south; and

WHEREAS, plans and specifications for the project are on file in the Public Works Department and the planned bid opening date is July 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does authorize the Acting City Manager to award the Contract for the Central Plume PCE/TCE Soil Vapor Remediation Project at 212 West Pine Street to the Lowest Responsive Bidder (\$1,000,000) and Execute Change Orders in an amount not to exceed (\$100,000); and

BE IT FURTHER RESOLVED, that the Lodi City Council does hereby appropriate funds in the amount of \$1,100,000 to PCE/TCE Rates Fund 56599000.77020; 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: July 2, 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 July 2, 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:
Accept Improvements Under Contract for Water Meter Program Phase 9 (Multi-Family) (PW)

MEETING DATE:
July 2, 2025

PREPARED BY:
Public Works Director

RECOMMENDED ACTION:
Accept improvements under contract for Water Meter Program Phase 9 (Multi-Family).

BACKGROUND INFORMATION:
The City’s Water Meter Retrofit Policy was adopted at the May 2, 2007 City Council meeting. The primary objectives of the policy were to accelerate the installation of residential water meters before the State’s 2025 deadline and to limit the time period during which some customers would be paying for water on flat rate and others on a usage basis.

At the October 20, 2010 City Council meeting, a seven-phase construction plan was established for converting the single-family residential units over to meters. Due to the size and complexity, the final single-family residential phase was split into two phases (Phase 7 and Phase 8). Those eight single family residential phases installed approximately 12,250 meters, and replaced over 28 miles of water main. Each water meter installation included an Encoder Receiver Transmitter (ERT) within the meter box that transmits the meter usage data to the City’s central system for billing.

This project was the final water meter phase, and was the last component necessary in converting the entire city to usage-based billing. This phase installed the larger meters (2-inch and larger) at locations that currently have meter boxes, and installed the appropriately sized meter assemblies, meters, and ERTs at the remaining fixed-rate locations, as shown in Exhibit A.

On October 2, 2024, Council approved plans, specifications, advertisement, and City Manager award authority for this phase. Three bids were received on October 30, 2024, with Preston Pipeline Infrastructure being the lowest bidder and awarded the contract (see breakdown below).

Bidder	Location	Bid
Preston Pipeline Infrastructure	Milpitas, CA	\$802,300.00
Swierstok Enterp., dba Pro Builders	Orangevale, CA	\$880,000.00
ARB, Inc.	Pittsburg, CA	\$914,400.00

The project included the installation of 137 meters at 106 different properties. Of the 137 installed meters, 74 were Type ‘A’ meters and 63 were Type ‘C’ meters. Type ‘A’ locations already had a meter box, and just needed the meter to be installed where a “spool” (solid piece of pipe) was temporarily installed in the meter

COUNCIL COMMUNICATION

location. Type 'C' locations required excavating the water service line and installing all of the necessary fitting, valves, meter, ERT, meter box, and restoration of any disturbed landscaping/hardscape.

The final contract price was \$800,115.31 including one change order in a deduction amount of \$2,184.69. The actual project cost was less than the contract award amount due to the fact that on certain, larger complexes, larger meters were installed on the main water service line to the property, rather than installing multiple smaller meters at each individual building on the property. This reduced the overall number of meters installed and thus a cost savings to the contract.

The contractor started work on January 6, 2025 and completed work on April 21, 2025. All work was completed in substantial conformance with the plans and specifications approved by City Council.

Following acceptance by 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:

5D. Infrastructure: Ensure capacity for future growth.

FISCAL IMPACT:

The city-wide conversion to usage-based billing is a requirement of the State. With approximately 4,000 less customers, there will be a minor reduction in revenue. This project, and the reduction in the number of customer accounts, has been accounted for in the Water Division's financial model and the current rate structure. This project will not impact the General Fund

FUNDING AVAILABLE:

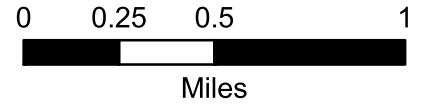
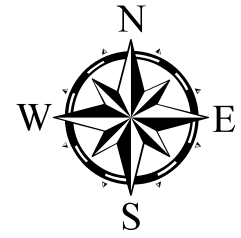
This project was funded by Water Capital PWW-0062



Exhibit A

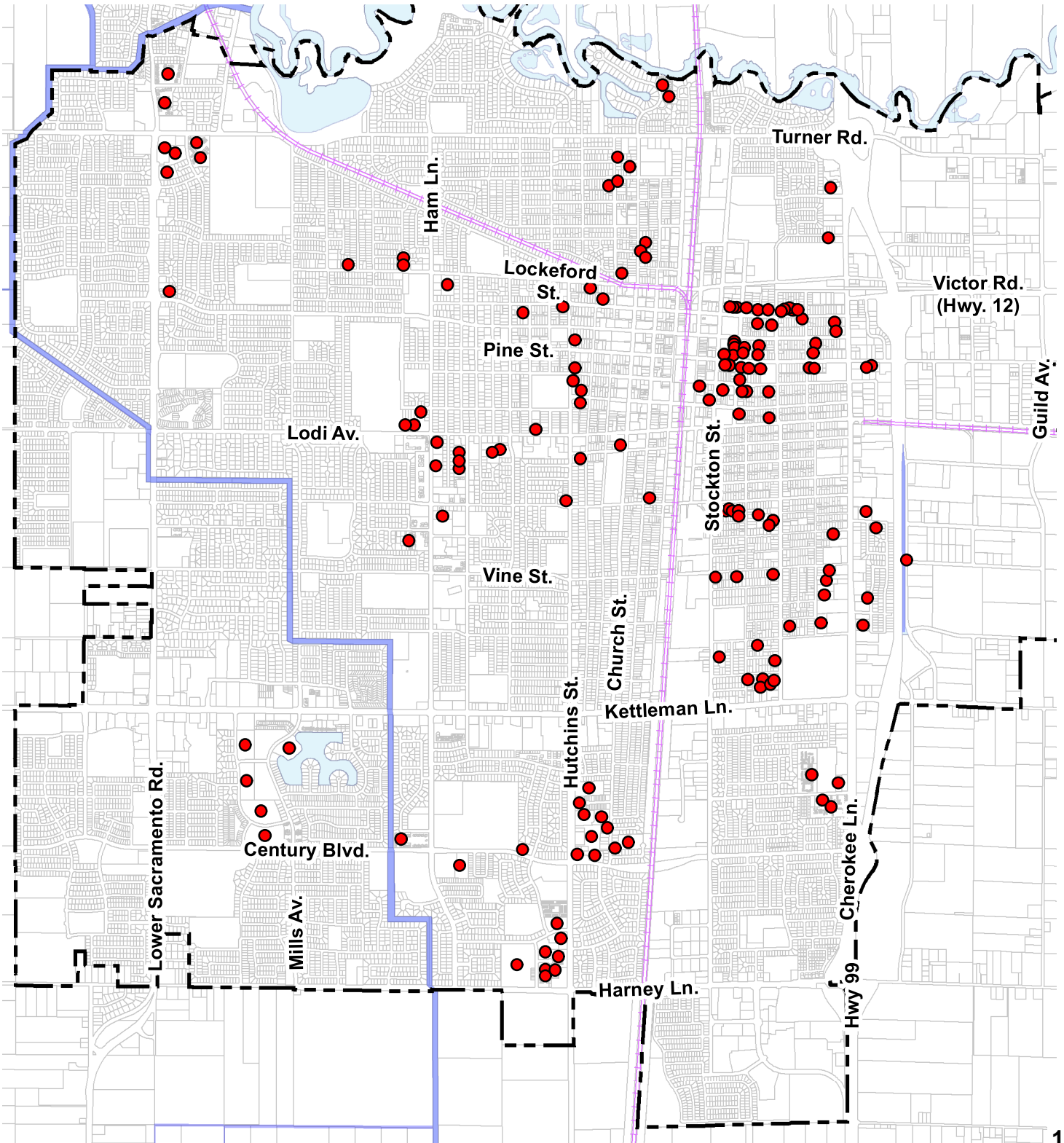
Water Meter Program

Phase 9 (Multi-Family)



Legend

- Impacted Location





COUNCIL COMMUNICATION

AGENDA TITLE:

Provide Direction to Staff on Business Pre-Development Review Process (ED)

MEETING DATE:

July 2, 2025

PREPARED BY:

Luis Aguilar, Economic Development Director

RECOMMENDED ACTION:

Provide direction to staff on implementing a business pre-development review process.

BACKGROUND INFORMATION:

Mayor Bregman requested an item for Council discussion on the potential of implementing a business pre-development review process to further assist business owners located or seeking to locate in the City of Lodi. This item is presented to the City Council to seek direction on whether there is interest in establishing such process and to identify preferred options for its implementation.

The City of Lodi currently provides the opportunity for all developers to apply for a formal pre-development review. Due to the in-depth level of review, including a 30-day routing period, application fees are charged where there is significant project information provided by the applicant, warranting city staff (across departments) to perform assessments on infrastructure demands, site development specifics, etc. Through this process, applicants submit preliminary plans (as outlined within the application) and receive formal feedback from all departments at a scheduled pre-development meeting within the standard review timeframe. This is intended for both commercial and residential projects.

If general inquiries are made (regardless of project scope or type), focusing on a project's appropriateness (land use obligations, planning and building entitlement processes, fee estimates, etc.), based upon initial concept planning only, no fees are charged as this is not a formal review.

A business pre-development review is generally provided as a free service that is coordinated through the Economic Development Department and involves representatives from all departments who provide comments on preliminary sites plans and project requirements before applying for site plan, design review or building permits. The feedback is also provided during a scheduled meeting.

These meetings are also less formal, but seek to achieve the same objective of identifying possible challenges for the project early in the process and help navigate the permitting and development process to meet project timelines effectively. In addition, there is a Project Coordinator that serves as the liaison between the developer or business owner and the city departments.

STRATEGIC VISION:

2A. Economic Development: Develop long-term economic development strategy.

COUNCIL COMMUNICATION

FISCAL IMPACT:

Not applicable.

FUNDING AVAILABLE:

Not applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Provide Direction to Staff on Local Business Preference for Purchasing (ED)

MEETING DATE:

July 2, 2025

PREPARED BY:

Luis Aguilar, Economic Development Director

RECOMMENDED ACTION:

Provide direction to staff on local business preference for purchasing.

BACKGROUND INFORMATION:

At prior City Council meetings, members of Council expressed the desire to discuss the possibility of amending the purchasing ordinance to incorporate a local business preference for to the procurement of goods and services for the City. Therefore, this item is presented to the City Council, to provide direction on whether there's interest in staff bringing back a recommendation.

Local business preference policies are regulations adopted by cities, counties, or other agencies to give an advantage to local businesses when awarding government contracts. This can mean awarding extra points in the bidding process, allowing a small price differential, or awarding contracts specifically to local firms.

Giving preference to businesses that are physically located within the City of Lodi supports the economic and social well-being of the community. Local businesses supply essential services and products to the City and provide employment opportunities for residents. Additionally, the money spent on and earned by local companies is often reinvested within the City, further strengthening the local business environment and contributing to a thriving community.

STRATEGIC VISION:

2B. Economic Development: Expand and diversify economic opportunities.

FISCAL IMPACT:

Not Applicable.

FUNDING AVAILABLE:

Not Applicable.



COUNCIL COMMUNICATION

AGENDA TITLE:

Adopt a Resolution Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Luis Aguilar, Economic Development Director, for a Salary Increase to \$188,760 Retroactive to February 5, 2025 (CM)

MEETING DATE:

July 2, 2025

PREPARED BY:

James Lindsay, Acting City Manager

RECOMMENDED ACTION:

Adopt a Resolution to Authorizing the City Manager to Execute an Addendum to the Employment Agreement with Luis Aguilar, Economic Development Director, for a Salary Increase to \$188,760 Retroactive to February 5, 2025.

BACKGROUND INFORMATION:

The City of Lodi has made economic development a top strategic priority. Since joining the City on February 5, 2024, Luis Aguilar, Economic Development Director, has demonstrated outstanding leadership and initiative in advancing this objective. His work has included strengthening partnerships with key stakeholders, initiating business attraction efforts, supporting local entrepreneurs, and laying the groundwork for long-term strategic success.

Mr. Aguilar has taken a proactive role in developing the City's first Economic Development Strategic Plan, developing new programming, and coordinating with various public and private agencies to position Lodi as a competitive and desirable place for investment. His results have garnered positive feedback from the business community and reflect the high standards expected by the City Council.

The current salary for the Economic Development Director is \$171,600. Pursuant to Section 2.6 of the Executive Management Statement of Benefits, the City Manager may increase the salary of a Department Director up to 10% upon the employee's first year Performance Evaluation. The average salary for this classification among fourteen of Lodi's comparable cities is \$185,059.

STRATEGIC VISION:

1A. Downtown: Community and Economic Development.

FISCAL IMPACT:

The recommended salary adjustment will result in an approximate increase of \$15,348 annually. Sufficient funds have been allocated within the current fiscal year's budget for this adjustment.

FUNDING AVAILABLE:

General Fund Account - 10010102

EMPLOYMENT AGREEMENT ADDENDUM

Executive Management
Exempt Service

Economic Development Director

THIS EMPLOYMENT AGREEMENT ADDENDUM ("Addendum") made and effective this _____, 2025, by and between the CITY OF LODI, a municipal corporation ("City") and Luis Aguilar, an individual ("Employee").

WHEREAS, the City and Employee entered into an Employment Agreement effective February 5, 2024, as shown in Exhibit "A" attached hereto and incorporated herein by this reference ("Agreement"); and

WHEREAS, on July 2, 2025, the City Council approved Resolution 2025-_____, which authorized an increase to Employee's base salary to the amount of \$188,760 to retroactively take effect on February 5, 2025, as shown in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, the City and Employee now wish to execute this Addendum agreeing and acknowledging that Resolution 2025-__ increased Employee base salary, which shall reflect in Section 7 of the Agreement as shown in red as follows:

7. Salary: City agrees to pay Employee **\$188,760** in salary per annum for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees.

NOW, THEREFORE, the parties hereby agree and acknowledge the increase to Employee's base salary as approved by the City Council in Resolution 2025-_____, and confirm that all other terms and conditions remain as previously set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Agreement the day and year written above.

CITY OF LODI, a municipal corporation

EMPLOYEE

JAMES LINDSAY
Acting City Manager

LUIS AGUILAR

ATTEST:

APPROVED AS TO FORM:

OLIVIA NASHED
City Clerk

KATIE LUCCHESI
City Attorney

JK

ECONOMIC DEVELOPMENT DIRECTOR EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of January 25, 2024, by and between the City of Lodi, a municipal corporation hereinafter called "City" and Luis Aguilar, hereinafter called "Employee", both of whom agree as follows:

RECITALS:

It is the desire of the City to retain the services of Employee and to provide inducement for him to remain in such employment, make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and to provide a just means for terminating Employee's services.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Employment:** City agrees to employ Employee as Economic Development Director, in accordance with the following provisions:

(a) Employee shall serve as Economic Development Director, and shall be responsible for managing and directing the operations of the Economic Development Department in accordance with an agreed upon performance plan.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity, which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with his reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate his full energies and qualifications to his employment as Economic Development Director, and shall not engage in any other employment except as set forth in this agreement or as may be specifically approved in writing in advance by the City Manager.

2. **Start Date:** Employee shall begin work as Economic Development Director on February 5, 2024.

3. **Maintenance of Professional Expertise:** To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to professional disciplines; attend workshops, seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

4. **Resignation, or Termination:**

(a) Employee may resign at any time and agrees to give City at least 30 days advance written notice of the effective date of his resignation. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(b) The parties recognize and affirm that Employee may be terminated by the City Manager with cause, which shall mean gross insubordination, incapacity, dereliction of duty, conviction of

a crime involving acts of moral turpitude or involving personal gain to him, or material breach of this Agreement. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(c) The parties recognize and affirm that Employee may be terminated by the City Manager without cause. In such event, Employee shall be entitled to severance pay as provided in Paragraph 5 herein.

(d) In the event of termination and in recognition of Employee's professional status and integrity, Employee and the City Manager shall prepare a joint public statement to be made by the City Manager. This employment relationship is based on the mutual respect between the parties and a desire to maintain the highest degree of professionalism. In communicating with third parties about the parties' employment relationship and the circumstances under which it may have been severed, the parties shall (a) protect and advance their mutual respect and professionalism, and (b) refrain from making statements that would negatively impact either party.

(e) Employee may choose to resign or retire his office instead of being terminated if agreed to by the City Manager. In such an event the public announcement, as provided for in Paragraph 4 (d) above, will note Employee has resigned or retired. The provisions of Paragraph 4 (d) shall remain applicable. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

5. **Severance Pay:** If Employee is terminated by the City Manager without cause while still willing and able to perform the duties of Economic Development Director, City agrees to pay Employee a cash payment equal to six (6) months' aggregate salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5 (collectively "Severance Payment"). The Severance Payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event Employee retains new employment during the six-month severance period, any remaining Severance Payment will be forfeited as of the date Employee begins his new Employment. To be eligible for such Severance Payment, Employee shall fulfill all of his obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims against the City in a form acceptable to the City Attorney. Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties.

6. **Employment as Department Head is Sole Employment with City:** Employee further represents and acknowledges that his employment as Economic Development Director is his sole and exclusive employment with the City. Employee has no right to any other exempt position with the City or to any employment in the classified service.

7. **Salary:** City agrees to pay Employee \$165,000 in salary per annum for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all employees.

8. **Benefits:**

(a) The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits, amended as of May 16, 2012, and as hereafter amended, increased or decreased, except as modified herein. Employee's vacation leave shall be calculated as if he is in his 10th year of service with the City (accrued at 4.62 hours per pay-period), increasing thereafter as provided in the Executive Management Statement of Benefits.

(b) The foregoing benefits are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave,

holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, long-term disability insurance, life insurance, and deferred compensation.

9. **Cell Phone/Vehicle:** Employee will be provided with a cellular telephone for employment related use at the City's expense or a monthly stipend, at Employee's option, on terms consistent with other Executive Managers. Employee will also be provided with access to the City Manager pool car for work related use on an as available basis.

10. **Performance Evaluation:** The City Manager shall review and evaluate the performance of Employee each year and set goals and objectives for the ensuing year. Such review and evaluation shall be in accordance with specific criteria developed in the performance plan in consultation with Employee and the City Manager.

11. **Assignment:** Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Manager.

12. **Authority to Work in the United States:** Employee represents, under penalty of perjury, that he is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that he is legally entitled to work in the United States, and must execute the verification required by that Act.

13. **Notice:** All notices required herein shall be sent first class mail to the parties as follows:

To CITY:

City of Lodi
Attn: City Manager's Office
P. O. Box 3006
Lodi, CA 95241-1910

To EMPLOYEE:

Luis Aguilar


Notice shall be deemed effectively served upon deposit in the United States mail. Either party may change the "Notice" address by notifying the other party in writing of such change.

14. **Entire Agreement:** This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended by written instrument signed by Employee and the City Manager and specifically approved by the City Council in open session.

15. **Severability:** If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

(Remainder of the page left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF LODI, a municipal corporation

EMPLOYEE

By: 
Andrew Keys
Interim City Manager

By: 
Luis Aguilar (Jan 18, 2024 17:57 PST)
Luis Aguilar

ATTEST:

APPROVED AS TO FORM:

By: 
Olivia Nashed
City Clerk

By: 
Katie O. Lucchesi
City Attorney 

Signature: 
Janelle Krattiger (Jun 20, 2025 17:44 PDT)

Email: jkrattiger@lodi.gov






Econ Dev Director - Aguilar Amendment_2025_Redacted

Final Audit Report

2025-06-21

Created:	2025-06-21
By:	Vanessa Serna (vserna@lodi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAd8jtCEgQrJ7TFqKpFps0ZeqkXNEE1NdH

"Econ Dev Director - Aguilar Amendment_2025_Redacted" History

-  Document created by Vanessa Serna (vserna@lodi.gov)
2025-06-21 - 0:41:58 AM GMT
-  Document emailed to Janelle Krattiger (jkrattiger@lodi.gov) for signature
2025-06-21 - 0:42:21 AM GMT
-  Email viewed by Janelle Krattiger (jkrattiger@lodi.gov)
2025-06-21 - 0:44:05 AM GMT
-  Document e-signed by Janelle Krattiger (jkrattiger@lodi.gov)
Signature Date: 2025-06-21 - 0:44:26 AM GMT - Time Source: server
-  Agreement completed.
2025-06-21 - 0:44:26 AM GMT

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN ADDENDUM TO THE EMPLOYMENT AGREEMENT WITH LUIS AGUILAR, ECONOMIC DEVELOPMENT DIRECTOR, FOR A SALARY INCREASE TO \$188,760 RETROACTIVE TO FEBRUARY 5, 2025

=====

WHEREAS, the City of Lodi has identified economic development as a high priority and critical focus area for its future prosperity; and

WHEREAS, the Economic Development Director, Mr. Luis Aguilar, has served the City with distinction, providing exceptional leadership in implementing the Economic Development Strategic Plan and advancing Council goals; and

WHEREAS, the City Council desires to recognize and retain high-performing leadership and ensure continued progress in the City's economic development efforts; and

WHEREAS, pursuant to Section 2.6 of the Executive Management Statement of Benefits, the City Manager may increase the salary of a Department Director up to 10% upon the employee's first year Performance Evaluation, and the City Manager requests that Council authorize execution of an addendum to Director Aguilar's Employment Agreement to recognize the corresponding increase in his base salary in Section 7 to \$186, 948.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve and authorize execution of an addendum to the Economic Development Director's employment agreement acknowledging a base salary increase in Section 7 to \$186,948, which shall retroactively apply to the Director's one-year anniversary date on February 5, 2025; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (adopted 11/6/19, Resolution 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: July 2, 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 July 2, 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 Establishing the Policy for the City Council Non-Profit Fund (CLK)

MEETING DATE:

July 2, 2025

PREPARED BY:

Olivia Nashed, City Clerk

RECOMMENDED ACTION:

Adopt a resolution establishing the Policy for the City Council Non-Profit Fund ("Non-Profit Fund").

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, to be distributed evenly across the five Council Members in the amount of \$20,000 each. Council indicated they would like each Councilmember to use these funds to support non-profits that benefit the Lodi community. Council directed staff to prepare a policy that allows nonprofits to submit funding requests to the City Council, and then each Councilmember can consider those requests and determine the nonprofit that they would like to allocate their portion of the funds to.

To carry our Council's direction, staff reviewed sample policies used by neighboring agencies and other California cities. In order to provide a uniform structure for the submission of requests and allocation of the Non-Profit Fund to local non-profits, the City staff prepared the proposed process to establish guidelines for the use for these funds.

Key elements of the recommended policy are as follows:

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.

COUNCIL COMMUNICATION

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 will 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 hearings. If approved, these projects and/or activities will not require a separate Council review and will be implemented by appropriate City staff. Projects not in the annual adopted budget will require a separate Council item and be subject to a simple majority vote of the City Council.

STRATEGIC VISION:

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

FISCAL IMPACT:

There no fiscal impact with the adoption of this policy. The allocation of the \$100,000 (\$20,000 for each Council District) was approved as part of the FY 2025-26 Budget at the June 4, 2025 City Council Regular Meeting.

FUNDING AVAILABLE:

10005001.72611 - District 1
10005001.72612 - District 2
10005001.72613 - District 3
10005001.72614 - District 4
10005001.72615 - District 5

RESOLUTION NO. 2025-_____

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

=====

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-_____ 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 –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED
City Clerk

2025-_____



City Council Non-Profit Fund Policy

Adopted July 2, 2025

Resolution 2025-XXX

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 will 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
 - 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.