

AMENDMENT NO. 1

BICKFORD VENTURES, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

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

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

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

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


JAMES LINDSAY
Acting City Manager

Name: PAUL BICKFORD
Title: President

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

for KATIE O. LUCCHESI
City Attorney 

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on August 2, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and BICKFORD VENTURES, INC. a California corporation doing business as DIVISION 1 CONSTRUCTION MANAGEMENT SERVICES (hereinafter "CONTRACTOR").

Section 1.2 Purpose

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

CITY wishes to enter into an agreement with CONTRACTOR for Construction Management Services for the City of Lodi Animal Shelter (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A/B. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on June 1, 2024, and terminates upon the completion of the Scope of Services or on September 31, 2025, whichever occurs first.

ARTICLE 3

COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Prevailing Wage

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

Section 3.3 Contractor Registration – Labor Code §1725.5

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

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

Section 3.4 Method of Payment

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

Section 3.5 Costs

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

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

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

Definitions:

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

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

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

Claim Resolution Process:

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

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

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

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

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

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

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

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

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

Section 3.7 Auditing

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

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

this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 **MISCELLANEOUS PROVISIONS**

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: Charles Swimley

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

Section 4.9 Cooperation of CITY

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

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

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

Section 4.12 Confidentiality

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

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

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

Section 4.14 City Business License Requirement

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

Section 4.15 Captions

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

Section 4.16 Integration and Modification

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

Section 4.17 Contract Terms Prevail

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

Section 4.18 Severability

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

Section 4.19 Ownership of Documents

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

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

Section 4.20 Authority

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

Section 4.21 Federal Transit Funding Conditions

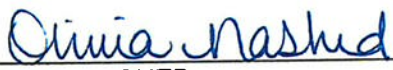
☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

Section 4.22 Counterparts and Electronic Signatures

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

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

ATTEST:


OLIVIA NASHED
City Clerk

CITY OF LODI, a municipal corporation


SCOTT R. CARNEY
City Manager

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

By: 

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

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

Attachments:

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

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

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CA:Rev.05.2024.V5

EXHIBIT A/R



Construction Management Services Proposal

City of Lodi

Lodi Animal Shelter

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

Table of Contents

Contents

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



1. Cover Letter / General Information

April 16, 2024

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

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

Dear Charles Swimley,

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

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

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

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

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

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

Specific inclusions:

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

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

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



2. Executive Summary

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



Paul Bickford
**President & Senior Construction
Manager**



Certifications

Contractor's License
#838586

OSHA 10

Affiliations

USMC

Member of Rotary
International

Member of Lions
International

Trainings

LEED course study

Project Management
UCD Extension

Primavera Scheduling

Construction
Management
Professional Courses

Summary of Qualifications

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

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

Animal Shelter Experience:

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

Recent and Current Division 01 CMS projects.

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

Modesto Childrens Museum

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

Stanislaus County

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

Probation Security Electronics upgrade \$3M construction budget.

Harvest Hall Tennant improvement \$3M construction budget.

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

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

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



Cost Proposal Hourly Labor Rates and Detail

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

Proposal Estimate and Scope

Scope:

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

Proposal – "Estimated" Total Budget:

\$227,126.45

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

Hourly labor rates are provided below.

Information utilized from the RFP for this proposal.

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

Additional information.

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

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

Project Staffing and Key Personnel (Reference Executive Summary)

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

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

Not-To-Exceed \$227 126 45



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

Division 1 Construction Management Services
PO Box 771
Lockeford CA 95237

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

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

Dear Mr. Bickford:

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

1.0 CAPABILITIES AND EXPERIENCE

Construction Materials Testing & Special Inspection Services

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

Laboratory Capabilities

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

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

Explore with us

Proposal for Construction Materials Testing & Special Inspection

Lodi Animal Shelter ■ Lodi, California

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



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

2.0 PROJECT INFORMATION

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

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

Pertinent project information is summarized below:

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

Explore with us

Proposal for Construction Materials Testing & Special Inspection

Lodi Animal Shelter ■ Lodi, California

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



3.0 SCOPE OF SERVICES

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

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

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Proposal for Construction Materials Testing & Special Inspection

Lodi Animal Shelter ■ Lodi, California

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



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

Commitment to Timely Report Turnaround:

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

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

Explore with us

Proposal for Construction Materials Testing & Special Inspection

Lodi Animal Shelter ■ Lodi, California

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



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

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

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

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

4.0 COMPENSATION

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

Explore with us

Proposal for Construction Materials Testing & Special Inspection

Lodi Animal Shelter ■ Lodi, California

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



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

5.0 ASSUMPTIONS

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

6.0 AUTHORIZATION

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

Explore with us

Proposal for Construction Materials Testing & Special Inspection

Lodi Animal Shelter ■ Lodi, California

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



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

Sincerely,

TERRACON CONSULTANTS, INC.

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

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

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

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

Explore with us

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

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

AGREEMENT FOR SERVICES

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

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



Reference Number: PNA241083

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

Consultant: **Terracon Consultants, Inc.**

Client: **Division 1 Construction Management Services**

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

By: _____ Date: _____

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

Name/Title: **Paul Blickford /**

Address: **902 Industrial Way
Lodi, CA 95240-3106**

Address: **PO Box 771
Lockeford, CA 95237**

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

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

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

Email: **paul@division01cms.com**



EXHIBIT C

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

Insurance Requirements for Environmental Contractors and/or Consultants

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, their agents, representatives, employees, or subcontractors. With respect to General Liability, Errors & Omissions, Contractors Pollution Liability, and/or Asbestos Pollution Liability, coverage should be maintained for a minimum of five (5) years after contract completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos, with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Contractors Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions** applicable to the work being performed, with a limit no less than **\$2,000,000** per claim or occurrence and **\$2,000,000** aggregate per policy period of one year.

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

Self-Insured Retentions

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

Other Insurance Provisions

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

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

Umbrella or Excess Policy

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

Acceptability of Insurers

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

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the **Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

Contractor hereby grants to City a waiver of subrogation which any insurer may acquire against City, its officers, officials, employees, and volunteers, from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and subcontractors.

Subcontractors

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

Duration of Coverage

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

Special Risks or Circumstances

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



October 8, 2025

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

Subject: **Contract Amendment**

Dear Charlie,

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

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

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

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

Sincerely,

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

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

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