



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

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<https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWIsZFFNSIN6Zz09>

**AGENDA – Regular Meeting**

Date: October 21, 2020

Time: Closed Session 6:45 p.m.

Regular Meeting 7:00 p.m.

## SPECIAL NOTICE

**Effective immediately and while social distancing measures are imposed, Council chambers will be closed to the public during meetings of the Lodi City Council.**

**The following alternatives are available to members of the public to watch Council meetings and provide comments on agenda and non-agenda items before and during the meetings.**

### **Viewing:**

Members of the public may view and listen to the open session of the meeting by clicking the below links or pasting the link into a browser.

<https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWIsZFFNSIN6Zz09>

Password: 678902

Or iPhone one-tap: US: +16699009128,,97854687709#

Or Telephone: Dial: US: +1 669 900 9128 or +1 346 248 7799

Webinar ID: 978 5468 7709

Or on Facebook at <https://www.facebook.com/CityofLodi/>

### **Public Comment:**

Members of the public may provide public comment via Zoom video conferencing at the following link: <https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWIsZFFNSIN6Zz09> Public Comments are limited to five minutes per person.

Members of the public may submit written comment prior to or during the meeting. Comments should be submitted to [councilcomments@lodi.gov](mailto:councilcomments@lodi.gov) (or via mail sent to: City Clerk's Office, P.O. Box 3006, Lodi, CA 95241). Written comments received two hours prior to the start of the meeting will be provided to the City Council and posted on the City website as part of the official record of the meeting. Five minutes of each written comment, received before the Mayor or Chair announces that the time for public comment is closed will be read into the record. **IMPORTANT:** Identify the Agenda Item Number in the subject line of your email. Example: Public Comment for Agenda Item Number C-17.

Pursuant to the Americans with Disabilities Act (ADA) and Executive Order N-29-20, if you need special assistance to provide public comment in this meeting, please contact the Office of the City Clerk at (209) 333-6702 or [cityclerk@lodi.gov](mailto:cityclerk@lodi.gov) at least 48 hours prior to the meeting in order for the City to make reasonable alternative arrangements for you to communicate your comments. If you need special assistance in this meeting for purposes other than providing public comment, please contact the Office of the City Clerk at (209) 333-6702 or [cityclerk@lodi.gov](mailto:cityclerk@lodi.gov) at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.160 (b) (1)).

## **SPECIAL TELECONFERENCE NOTICE**

### **Pursuant to Executive Order N-29-20:**

The Brown Act, Government Code Section 54953, contains special requirements that apply when members of a legislative body participate in a public meeting by telephone. Certain of these requirements have been suspended by Paragraph 3 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, to mitigate the spread of Coronavirus (COVID-19). In particular, the Executive Order suspends that provision of the Brown Act that requires noticing, posting of agendas, and public access to each location where a member will be participating telephonically, as well as provisions that require physical presence of members of the legislative body or the public for purposes of a quorum or to hold a meeting. Executive Order N-29-20 allows an agency to conduct a teleconference meeting that provides members of the public telephonic or other electronic participation in place of making a physical location for the public to observe the meeting and provide public comment, consistent with other provisions of the Brown Act.

For information regarding this Agenda please contact:  
**Jennifer Cusmir**  
**City Clerk**  
**Telephone: (209) 333-6702**

**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.

**C-1 Call to Order / Roll Call**

**C-2 Announcement of Closed Session**

- a) Pending Litigation: Government Code §54956.9(a); one case; *Cross Culture Christian Center, a California Non-Profit Corporation; Pastor Jonathan Duncan, an individual v. Gavin Newsom, in his official capacity as Governor of California, et al.*, United States District Court, Eastern District of California Case No 2:20cv-00832-JAM-CKD
- b) Pending Litigation: Government Code §54956.9(a); one case; *Best Supplement Guide, LLC; Sean Covell, an individual, vs. Gavin Newsom, in his official capacity as the Governor of California, et al.*, United States District Court, Eastern District of California Case No. 2:20-cv-00965-JAM-CKD

**C-3 Adjourn to Closed Session**

**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 – None**

**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 Special Teleconference Notice at the beginning of this agenda.*

- C-1 Receive Register of Claims for September 18, 2020 through October 1, 2020 in the Amount of \$11,667,794.83 (FIN)
- C-2 Approve Minutes (CLK)
  - a) September 16, 2020 (Regular Meeting)
  - b) September 29 and October 6, 2020 (Shirtsleeve Sessions)
- C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Water Well Rehabilitation Project at Various Locations (PW)
- Res. C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Well 28 Granular Activated Carbon System; Adopt Resolution Authorizing City Manager to Award Contract to Lowest Responsive Bidder (\$1,400,000), or Reject All Bids, Execute Change Orders (\$140,000), and Appropriating Funds (\$510,000) (PW)
- Res. C-5 Approve Specifications and Authorize Advertisement for Bids for Well 16 Granular Activated Carbon Replacement and Adopt Resolution Authorizing City Manager to Award Contract to Lowest Responsive Bidder (\$180,000), or Reject All Bids, Execute Change Orders (\$18,000), and Appropriating Funds (\$198,000) (PW)

- Res. C-6 Adopt Resolution Rejecting All Bids, Approving Specifications, Authorizing Re-Advertisement for Bids, Authorizing City Manager to Award Contract to Lowest Responsive Bidder for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal (\$600,000), Authorizing City Manager to Execute Change Orders (\$80,000), and Appropriating Funds (\$295,000) (PW)
- Res. C-7 Adopt Resolution Accepting Various Donations Received by Parks, Recreation and Cultural Services for Programs and Projects (PRCS)
- Res. C-8 Adopt Resolution Authorizing Patrol Vehicle Safety Equipment Purchase and Installation from Lehr Auto Electric, of Sacramento, and Appropriate Funds (\$40,000) (PD)
- Res. C-9 Adopt Resolution Awarding Contract for Lodi Avenue and Mills Avenue Resurfacing Project to DSS Company dba Knife River Construction, of Stockton (\$1,133,926) and Authorizing City Manager to Execute Change Orders (\$170,000) (PW)
- Res. C-10 Adopt Resolution Authorizing City Manager to Execute Change Orders to 2019-2021 Traffic Signal Preventive Maintenance and Repair Program (\$20,000) (PW)
- C-11 Accept Improvements Under Contract for Blakely Park Restroom Improvements (PW)
- Res. C-12 Adopt Resolution Accepting Public Improvements of Iris Drive Subdivision, Tract No. 4023 (PW)
- Res. C-13 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with CleanStreet, of Gardena, for Street Sweeping Services (\$45,600) (PW)
- Res. C-14 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, to Provide Brownfields Environmental Assessment and Grant Implementation Services for Grant Period October 1, 2020 through December 30, 2023 (\$300,000) (CM)
- Res. C-15 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with TINKER, LLC, to Deliver Energy Efficiency Education Curriculum to Middle School Children for a Two-Year Time Period with One One-Year Option to Renew and Authorize Expenditure (Not to Exceed \$19,000 Per Year) Contingent on Available Annual Appropriations (EU)
- Res. C-16 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Industrial Commercial Refrigeration, Inc., of Lodi, for Citywide Heating, Ventilation, and Air Conditioning Maintenance Services (\$100,000) (PW)
- Res. C-17 Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Carr Electric, of Stockton, for Citywide Electrical Repair Services (\$15,000) (PW)
- Res. C-18 Adopt Resolution Approving Revised City of Lodi Electric Utility Renewables Portfolio Standard Procurement Plan and Enforcement Program (EU)
- C-19 Fourth Quarter Fiscal Year 2019/20 Water, Wastewater, and Electric Utility Department Financial Reports (CM)
- C-20 Appoint Hayley Johns to the Lodi Arts Commission; and Post for Expiring Terms on the Lodi Senior Citizens Commission and the Personnel Board of Review (CLK)
- C-21 Set Public Hearing for November 4, 2020, to Consider Adopting Resolution Approving 2020-21 Annual Action Plan Amendment No. 1 for Community Development Block Grant (CDBG) Program (CD)

**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 Special Teleconference 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. Comments by the City Manager on Non-Agenda Items**

**G. Public Hearings – None**

**H. Regular Calendar**

- Res. H-1 Adopt Resolution Approving Classification, Job Description, and Salary Range of Senior Transportation Planner in the Public Works Department (HR)
- Res. H-2 Adopt Resolution Approving the Retitle and Amendment of the Parks Superintendent Job Description and the Addition of One Parks and Properties Superintendent in the Parks, Recreation and Cultural Services Department (HR)

**I. Ordinances**

- Ord. I-1 Adopt Ordinance No. 1979 Entitled, "An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Title 15 – Buildings and Construction – by Repealing and Reenacting Chapter 15.60 – Flood Damage Prevention – in Its Entirety; Amending Lodi Municipal Code Title 17 – Development Code – by Repealing and Reenacting Section 17.14.040, "General Performance Standards," in Its Entirety; and Amending Lodi Municipal Code Chapter 17.28 – Overlaying Zoning Districts – by Repealing and Reenacting Section 17.28.030, "Flood Hazard (-F) Overlay Zoning Districts," in Its Entirety; and Amending the Lodi Zoning Map to Establish the Flood Hazard (-F) – 200-Year Overlay District to Implement the Provisions of Senate Bill 5 and Senate Bill 1278 Related to 200-Year Flood Protection" (CLK)

**J. Adjournment**

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

\_\_\_\_\_  
Jennifer Cusmir  
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. 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 Pamela M. Farris 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 Pamela M. Farris (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](http://www.lodi.gov) by clicking the meeting webcasts link. Members of the public may view and listen to the open session of this teleconference meeting at [www.facebook.com/CityofLodi/](https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWIsZFFNSIN6Zz09) or <https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWIsZFFNSIN6Zz09>.*



**CITY OF LODI  
COUNCIL COMMUNICATION**

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**AGENDA TITLE:** Receive Register of Claims for September 18, 2020 through October 1, 2020 in the Total Amount of \$11,667,794.83

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Internal Services Director

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**RECOMMENDED ACTION:** Receive the attached Register of Claims for \$11,667,794.83

**BACKGROUND INFORMATION:** Attached is the Register of Claims in the amount of \$11,667,794.83 for September 18, 2020 through October 1, 2020. Also attached is Payroll in the amount of \$1,705,588.41 through September 20, 2020.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** As per attached report.

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Andrew Keys  
Internal Services Director

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

Council Report  
City of Lodi - v11.3.20 Live  
9/18/2020 through 10/1/2020

<b>Fund</b>	<b>Fund Title</b>	<b>Amount</b>
100	General Fund	\$1,470,284.32
103	Measure L	\$1,131.21
120	Library Fund	\$3,343.00
140	Expendable Trust	\$10,478.64
200	Parks Rec & Cultural Services	\$7,382.43
205	State Grants	\$8,315.11
213	LPD-Public Safety Prog AB 1913	\$21,635.01
216	PD Misc Grants	\$17,839.02
270	Comm Dev Special Rev Fund	\$659.89
300	Street Fund	\$21,495.00
301	Gas Tax-2105 2106 2107	\$31,359.22
303	Measure K Funds	\$5,403.80
304	Gas Tax -2031	\$1,275.96
350	H U D	\$100,372.35
431	Capital Outlay/General Fund	\$28,814.92
432	Parks & Rec Capital	\$6,638.24
490	Bond Interest & Redemption	\$1,319,731.25
500	Electric Utility Fund	\$3,959,856.40
501	Utility Outlay Reserve Fund	\$30,311.93
504	Public Benefits Fund	\$29,212.00
530	Waste Water Utility Fund	\$2,485,314.37
531	Waste Wtr Util-Capital Outlay	\$190,375.63
532	Waste Water Capital Reserve	(\$9.54)
560	Water Utility Fund	\$431,404.63
561	Water Utility-Capital Outlay	\$1,198,003.25
590	Central Plume	\$3,361.33
600	Dial-a-Ride/Transportation	\$104,842.20
641	Equipment replacement	\$2,753.69
650	Internal Service/Equip Maint	\$24,927.89
655	Employee Benefits	\$136,058.08
660	General Liabilities	\$4,161.10
665	Worker's Comp Insurance	\$11,062.50
<b>Total</b>		<b>\$11,667,794.83</b>

**Council Report: Payroll**  
**City of Lodi - v11.3.20 Live**  
**Pay Period 9/20/2020**

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
100	General Fund	960,169.76
103	Measure L	119,109.91
120	Library Fund	13,934.26
200	Parks Rec & Cultural Services	87,840.94
214	LPD-OTS Grants	4,187.02
219	LPD-ABC Grant	2,078.86
270	Comm Dev Special Rev Fund	29,353.78
301	Gas Tax-2105 2106 2107	35,364.07
500	Electric Utility Fund	215,614.73
501	Utility Outlay Reserve Fund	43,450.68
530	Waste Water Utility Fund	138,261.21
560	Water Utility Fund	23,715.47
561	Water Utility-Capital Outlay	1,248.34
600	Dial-a-Ride/Transportation	10,437.80
650	Internal Service/Equip Maint	20,821.58
<b>Report Total</b>		<b>1,705,588.41</b>



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# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Approve Minutes  
a) September 16, 2020 (Regular Meeting)  
b) September 29, 2020 (Shirtsleeve Session)  
c) October 6, 2020 (Shirtsleeve Session)

**MEETING DATE:** October 21, 2020

**PREPARED BY:** City Clerk

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**RECOMMENDED ACTION:** Approve the following minutes as prepared:  
a) September 16, 2020 (Regular Meeting)  
b) September 29, 2020 (Shirtsleeve Session)  
c) October 6, 2020 (Shirtsleeve Session)

**BACKGROUND INFORMATION:** Attached are copies of the subject minutes marked Exhibit A through C, respectively.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

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Jennifer Cusmir  
City Clerk

Attachments

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
CARNEGIE FORUM, 305 WEST PINE STREET  
WEDNESDAY, SEPTEMBER 16, 2020**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of September 16, 2020, was called to order by Mayor Kuehne at 6:30 p.m.

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, all Council Members participated in the meeting via teleconference.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Cusmir

C-2 Announcement of Closed Session

- a) Prospective Sale of Real Property Located at 17 East Elm Street (APN 043-08-204) and 114 Main Street (APN 043-08-411) and Adjacent Public Alleyway, Lodi, CA; the Negotiating Parties are Stephen Schwabauer for the City of Lodi and Dr. Omid Pourzanjani for San Joaquin Delta College; Price and Terms of Sale are Under Negotiation. Government Code §54956.8

C-3 Adjourn to Closed Session

The Closed Session adjourned at 6:47 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:02, Mayor Kuehne called the Regular City Council meeting, and City Attorney Magdich disclosed the following action.

Item C-2a) was regarding the prospective sale of real property located at 17 East Elm Street (APN 043-08-204) and 114 Main Street (APN 043-08-411) and adjacent public alleyway, Lodi, CA; the negotiating parties are Stephen Schwabauer for the City of Lodi and Dr. Omid Pourzanjani for San Joaquin Delta College; price and terms of sale are under negotiation. Government Code §54956.8.

No action was taken.

A. Call to Order / Roll Call

The Regular City Council meeting of September 16, 2020, was called to order by Mayor Kuehne at 7:02 p.m.

Due to the COVID-19 pandemic and pursuant to Executive Order N-29-20, all Council Members participated in the meeting via teleconference and the meeting was available for viewing by the public via livestream at <https://www.facebook.com/CityofLodi/> and <https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWIsZFFNSIN6Zz09>; the opportunity for public comment was available through [councilcomments@lodi.gov](mailto:councilcomments@lodi.gov) and <https://zoom.us/j/97854687709?pwd=bEE3cy90K09WSzNMQWIsZFFNSIN6Zz09>.

Present: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Absent: None

Also Present: City Manager Schwabauer, City Attorney Magdich, and City Clerk Cusmir

B. Presentations

B-1 National Night Out Proclamation (PD)

Mayor Kuehne presented a proclamation to Police Chief Sierra Brucia proclaiming Tuesday, October 6, 2020, as National Night Out in Lodi.

B-2 Fire Prevention Week Proclamation (FD)

Mayor Kuehne presented a proclamation to Fire Marshal Brad Doell proclaiming October 4 through October 10, 2020, as Fire Prevention Week in Lodi.

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 Special Teleconference Notice at the beginning of this agenda.

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, 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 Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

C-1 Receive Register of Claims for August 14, 2020 through August 27, 2020 in the Amount of \$2,803,751.81 (FIN)

Claims were approved in the amount of \$2,803,751.81.

C-2 Approve Minutes (CLK)

The minutes of August 25, 2020 (Shirtsleeve Session), September 1, 2020 (Shirtsleeve Session), September 2, 2020 (Regular Meeting), and September 8, 2020 (Shirtsleeve Session) were approved as written.

C-3 Adopt Resolution Ratifying the Transfer of Pending Legal Matters from Kronick, Moskovitz, Tiedemann and Girard to Loranzo Smith and Authorize City Attorney to Execute Agreement for Legal Services with Loranzo Smith (CA)

Adopted Resolution No. 2020-198 ratifying the transfer of pending legal matters from Kronick,

Moskovitz, Tiedemann and Girard to Loranzo Smith and authorizing the City Attorney to execute agreement for legal services with Loranzo Smith.

- C-4 Adopt Resolution Reaffirming the Ratification of the City Manager's Proclamation Finding the Continued Existence of a Local Emergency and Rendering Certain Emergency Orders, Including an Increase Related to the Local Emergency in the City Manager's Contracting Authority for Services and Goods to a Maximum Amount of \$250,000 for the Duration of the Local Emergency (CA)

Adopted Resolution No. 2020-199 reaffirming the ratification of the City Manager's proclamation finding the continued existence of a local emergency and rendering certain emergency orders, including an increase related to the local emergency in the City Manager's contracting authority for services and goods to a maximum amount of \$250,000 for the duration of the local emergency.

- C-5 Adopt Resolution Authorizing the City Manager to Roll Forward the Remaining Appropriation to Fiscal Year 2021 for the Unspent Portion of the Electric Vehicle Grant from San Joaquin Valley Air Pollution Control District Grant (\$5,926.31) (FD)

Adopted Resolution No. 2020-200 authorizing the City Manager to roll forward the remaining appropriation to Fiscal Year 2021 for the unspent portion of the electric vehicle grant from San Joaquin Valley Air Pollution Control District Grant, in the amount of \$5,926.31.

- C-6 Adopt Resolution Authorizing Submission of the 2020 Emergency Solutions Grant - Covid-19 (ESG-CV) Application and Authorizing the City Manager to Enter into Agreements with the San Joaquin Community Development Department for a Navigation Center Project (Approximately \$400,000) (CD)

This item was pulled from the Consent Calendar at the request of Council Member Mounce for discussion.

Council Member Mounce stated that she believes the public comments at the previous Council Meeting demonstrated that Lodi is too small to support a navigation center and that pushback from the public that Council would receive if the Council attempted to place a navigation center in Lodi would prohibit any sitting member of the Council from seeking reelection. Council Member Mounce stated that she is not in support of item C-6.

Mayor Kuehne stated that based on the current situation with the Governor placing the onus on cities to manage the homeless population within their jurisdictions, he believes it behooves the City to move forward with some plan. Mayor Kuehne explained that the City does not know what the end project will look like at this time, but it is beneficial for the City to try to manage the homeless population and protect the citizens.

Mayor Pro Tempore Nakanishi stated that he supports item C-6 because trying to secure grant funding is a good idea for the City and that at the time the grant is awarded, the Council can determine whether or not to support any associated project. Mayor Pro Tempore Nakanishi noted that securing grants is the only way the City can fund projects that address homelessness.

Council Member Chandler stated that if there were to be a navigation center in Lodi, the City would need to do its due diligence to get public input and feedback from any property owners near the yet-to-be-determined location.

Mayor Pro Tempore Nakanishi made a motion, second by Mayor Kuehne, to adopt Resolution No. 2020-204 authorizing the submission of the 2020 Emergency Solutions Grant - Covid-19

(ESG-CV) application and authorizing the City Manager to enter into agreements with the San Joaquin Community Development Department for a Navigation Center Project, in the approximate amount of \$400,000.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: Council Member Mounce

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

C-7 Adopt Resolution Authorizing Submission of Coronavirus Aid, Relief and Economic Security Act Grant Application and Authorizing the City Manager to Enter into Agreements with the San Joaquin County Human Services Agency for a Meal Delivery Program (\$24,949) (CD)

Adopted Resolution No. 2020-201 authorizing submission of Coronavirus Aid, Relief and Economic Security Act Grant application and authorizing the City Manager to enter into agreements with the San Joaquin County Human Services Agency for a Meal Delivery Program, in the amount of \$24,949.

C-8 Adopt Resolution Authorizing City Manager to Waive the Bid Process and Execute Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for White Slough Water Pollution Control Facility Electrical Room and Digester Building Roof Replacement Project (\$140,593), Utilizing U.S. Communities Contract No. PW1925, and Appropriating Funds (\$48,593) (PW)

Adopted Resolution No. 2020-202 authorizing the City Manager to waive the bid process and execute a Professional Services Agreement with Garland/DBS, Inc., of Cleveland, Ohio, for White Slough Water Pollution Control Facility Electrical Room and Digester Building Roof Replacement Project, in the amount of \$140,593, utilizing U.S. Communities Contract No. PW1925, and appropriating funds in the amount of \$48,593.

C-9 Adopt Resolution Authorizing City Manager to Waive Bid Process and Purchase Library Database and Subscription Services from EBSCO, Inc., of Birmingham, Alabama (LIB)

Adopted Resolution No. 2020-203 authorizing the City Manager to waive the bid process and purchase library database and subscription services from EBSCO, Inc., of Birmingham, Alabama.

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.

Taylor Colapret provided public comment via email (filed) regarding the protests that took place in the City of Lodi on Saturday, September 5th and Saturday, September 12th.

Police Chief Sierra Brucia stated that he has been in correspondence with Taylor Colapret since having received Mr. Colapret's email. Chief Brucia stated that the Police Department had been monitoring social media regarding the September 5th protest and were aware of concerns about the possibility of weapons being placed downtown and the Department found no truth to the social media posts. The downtown area was searched daily in the days leading up to the protest by the Police Department and Public Works for any items that posed concerns about safety.

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

Council Member Mounce stated her displeasure about the statement about the language used at the protests that was released by the City and said that she was under the impression that the City was not going to take sides but rather condemn all bad language that was used. Council Member Mounce said that the citizens of Lodi were justified in being concerned about the threats posted on social media and she believes the citizens were insulted by the City's news release.

City Manager Schwabauer stated that he does not believe the citizens were offended by the City's news release. He said that when the public states they are defending the City, the City has an obligation to address the behavior of the public. City Manager Schwabauer reiterated that everyone has an obligation to condemn any language that is roundly rejected by our society if that language is used in defense of the City.

Mayor Kuehne agreed and noted his statement addressed anyone in attendance who was using derogatory language.

Council Member Mounce stated that she did not hear the language referenced by City Manager Schwabauer on any of the videos of the protest she viewed and does not condone the use of such language. She said that she would not criticize the citizens of Lodi when she heard/read derogatory language used by those organizing the protest.

Mayor Pro Tempore Nakanishi said that he was told the intent of the news release was not to take sides but rather cool heads and remind people to consider the other side. He said he believes the job of the City Council is to bring peace and noted the main concern was to not have the protest evolve into a riot and for people to get hurt, which the protest did not. Mayor Pro Tempore Nakanishi spoke about the cost incurred by the City as a result of protests. He reiterated he did not agree with taking sides.

Council Member Mounce stated that she knows racism exists and that it exists in Lodi. She said that she supports the National League of Cities' Race, Equity, and Leadership (REAL) program, which assists groups such as the City of Lodi in bringing the community together.

Council Member Chandler stated that sometimes people's comments regarding events such as the protests are stated as fact when they are actually providing opinion. He said that the statement that Lodi Police Department needed any assistance other than that secured through official channels is an opinion and not a fact. Council Member Chandler said that he believes the police did a fabulous job.

City Attorney Magdich responded to questions asked by Mayor Kuehne regarding threats made against the City on social media.

Mayor Pro Tempore Nakanishi asked how people could access the Library.

City Manager Schwabauer explained that the Library is open for curbside service, but the building is not open to the public at this time.

Council Member Mounce spoke about a citizen she spoke with who has a problem with trash in an alleyway behind their home. She thanked staff for their quick response when she contacted them about the issue.

F. Comments by the City Manager on Non-Agenda Items

City Manager Schwabauer, in response to a comment made by Council Member Mounce, stated that staff is researching the Ready-to-Work Program, which is a non-profit that assists the homeless in getting job skills and pays them to complete public works-type projects. Staff will bring their findings to the Council for consideration.

G. Public Hearings

G-1 Continue Public Hearing to October 7, 2020 to Consider Introducing an Ordinance Approving Planning Commission's Recommendation to Repeal and Reenact the Following Lodi Municipal Code Chapters and Section: Chapter 15.60 – Flood Damage Prevention; Section 17.14.040 – General Performance Standards; and Chapter 17.28 – Overlay Zoning Districts; and Amend the Lodi Zoning Map to Establish the Flood Hazard (-F) -200 Overlay District to Implement the Provisions of Senate Bill (SB) 5 and SB 1278 Related to 200-Year Flood Protection (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider introducing an ordinance approving the Planning Commission's recommendation to repeal and reenact the following Lodi Municipal Code Chapters and Section: Chapter 15.60 - Flood Damage Prevention; Section 17.14.040 - General Performance Standards; and Chapter 17.28 - Overlay Zoning Districts; and Amend the Lodi Zoning Map to Establish the Flood Hazard (-F) -200 Overlay District to Implement the Provisions of Senate Bill (SB) 5 and SB 1278 Related to 200-Year Flood Protection and, combining agenda items G-1 and G-2, also called for the public hearing to consider adopting a resolution approving the Planning Commission's recommendation to amend the General Plan Safety Element to implement the provisions of Senate Bill (SB) 5 and SB 1278 related to 200-year flood protection.

Staff requested that the public hearing for both items G-1 and G-2 be continued to October 7, 2020.

Mayor Kuehne opened the public hearing for public comment.

There being no further public comments, Mayor Kuehne closed the public hearing.

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, to continue public hearing to October 7, 2020 to consider introducing an ordinance approving the Planning Commission's recommendation to repeal and reenact the following Lodi Municipal Code Chapters and Section: Chapter 15.60 – Flood Damage Prevention; Section 17.14.040 – General Performance Standards; and Chapter 17.28 – Overlay Zoning Districts; and amend the Lodi Zoning Map to establish the Flood Hazard (-F) -200 Overlay District to implement the provisions of Senate Bill (SB) 5 and SB 1278 related to 200-year flood protection and also to continue public hearing to October 7, 2020 to consider adopting a resolution approving the Planning Commission's recommendation to amend the General Plan Safety Element to implement the provisions of Senate Bill (SB) 5 and SB 1278 related to 200-year flood protection.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

G-2 Continue Public Hearing to October 7, 2020 to Consider Adopting a Resolution Approving the Planning Commission's Recommendation to Amend the General Plan Safety Element to Implement the Provisions of Senate Bill (SB) 5 and SB 1278 Related to 200-Year Flood Protection (CD)

This item was included in the vote on item G-1.

G-3 Public Hearing to Consider the Appeal of JAS Real Properties Development Lodi LLC (JAS) Regarding the Planning Commission's Approved Conditions of Approval for the Reynolds Ranch Tentative Tract Map (Bennett) (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider the appeal of JAS Real Properties Development Lodi LLC (JAS) regarding the Planning Commission's approved conditions of approval for the Reynolds Ranch Tentative Tract Map (Bennett).

City Manager Schwabauer stated that the appeal had been withdrawn and this item was being pulled from the agenda. He explained that the appeal was an appeal of the conditions tied to the map which will be presented as part of item G-4. City Manager Schwabauer stated that the concerns from the developer have been resolved and that the resolution would be explained as part of item G-4.

Prior to his presentation on item G-4, Planner Eric Norris explained that there was action that needed to be taken pertaining to item G-3. Mr. Norris explained that the revised resolution reflected the changes to the conditions reviewed during the presentation on item G-4 by Public Works Director Charles Swimley.

Council Member Chandler made a motion, second by Mayor Kuehne, to approve Resolution No. 2020-205 of the Lodi City Council approving revised conditions of approval for the Reynold Ranch tentative tract map, approving growth management allocations, and approving planned development standards and guidelines for the project.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: Council Member Mounce

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

G-4 Public Hearing to Consider Adopting a Resolution Approving Planning Commission's Recommendation to Authorize 39 Low-Density and 111 Medium-Density 2020 Residential Growth Management Allocations and Approve Planned Development Standards and Guidelines for the Reynolds Ranch Tentative Tract Map (Bennett) (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider adopting a resolution approving the Planning Commission's recommendation to authorize 39 Low-Density and 111 Medium-Density 2020 Residential Growth Management Allocations and approve the Planned Development Standards and Guidelines for the Reynolds Ranch Tentative Tract Map (Bennett).

Public Works Director Charles Swimley reviewed the items that changed as part of the tentative conditions as a result of the appeal.

Mayor Kuehne opened the public hearing for public comment.

Marcus Lo Duca provided public comment via Zoom expressing appreciation to staff, specifically Community Development Director John Della Monica and Planner Eric Norris, in addressing the questions and concerns of the appellant developer. Mr. Lo Duca asked that Council approve the plan with the revised conditions.

Judith Costa, a resident in an adjoining neighborhood, provided public comment both via Zoom and letter (filed) in opposition to the proposed development.

Community Development Director John Della Monica and City Manager Schwabauer addressed concerns expressed by Ms. Costa.

Daisy Dickens, a resident in an adjoining neighborhood, provided public comment via Zoom in opposition to the proposed development.

City Manager Schwabauer addressed concerns expressed by Ms. Dickens.

Community Development Director Della Monica spoke about the sound wall being built along the railroad frontage and a condition of approval includes the developer revisiting the sound issues.

Community Development Director Della Monica responded to questions posed by Council Member Mounce regarding sound issues at the proposed development site as compared to a site that Council rejected for the Tiny Homes project.

Community Development Director Della Monica addressed a question asked by Council Member Chandler about past plans and the ingress and egress for a mini storage facility that were once included in the project, but are no longer included.

Council Member Mounce stated her concerns about the developer possibly not being the company to complete the project and the limited variety in the City of Lodi's housing stock. Council Mounce said that she is a proponent of diversifying the types of housing being developed in Lodi.

Community Development Director Della Monica responded to a question asked by Mayor Kuehne regarding the sound wall.

There being no further public comments, Mayor Kuehne closed the public hearing.

Planner Eric Norris provided a PowerPoint presentation regarding Reynolds Ranch Tentative Tract Development Standards/Guidelines and growth allocations. Specific topics of discussion included proposed project, aerial photo, Tentative Subdivision Map approved by Planning Commission, proposed map, Design Standards and Guidelines, recommended approval, requested growth allocation, available 2020 allocations, remaining 2020 allocations, points system, Growth Allocation summary, environmental analysis, CEQA review, recommendation of Planning Commission, and alternative actions.

Mayor Kuehne asked if there were additional public comments following the presentation.

Judith Costa, a resident, provided public comment via Zoom in opposition to the proposed development.

Community Development Director Della Monica answered questions asked by Mayor Kuehne and Mayor Pro Tempore Nakanishi regarding vibration from the railroad tracks. Mr. Della Monica reiterated the requirements for indoor and outdoor ambient sound levels and sound mitigation.

Mayor Pro Tempore Nakanishi spoke about the benefit of approving low-density homes rather than leaving the land open to future high-density development.

City Manager Schwabauer and Community Development Director Della Monica answered questions asked by Mayor Pro Tempore Nakanishi and Council Member Mounce regarding the zoning for the property and sound mitigation.

Mike Lusk provided public comment, via email, regarding the railroad right-of-way and sound mitigation.

Mayor Kuehne closed the public hearing.

Community Development Director Della Monica responded to questions asked by Council Member Mounce regarding the ingress and egress into the development.

Council Member Chandler stated that as Lodi continues to grow these types of concerns are going to continue and he believes the Community Development staff did their best to compromise.

Council Member Chandler made a motion, second by Mayor Kuehne, to adopt Resolution No. 2020-206 approving the finding that the impacts of the proposed development are fully addressed by the 2006 Final Environmental Impact Report for the Reynolds Ranch Planned Development and the 2008 Addendum to the 2006 Final Environmental Impact Report Project per CEQA Section 15162, and approving the Planning Commission's recommendation to authorize 39 Low-Density and 111 Medium-Density 2020 Residential Growth Management Allocations and approving the Planned Development Standards and Guidelines for the Reynolds Ranch Tentative Tract Map (Bennett).

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: Council Member Mounce

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

G-5 Public Hearing to Consider Adopting a Resolution Approving the 2019-20 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CD)

Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Kuehne called for the public hearing to consider adopting a resolution approving the 2019-20 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER).

CDBG Program Administrator Patrice Clemons provided a PowerPoint presentation regarding 2019-20 CAPER. Specific topics of discussion included CAPER background information, CDBG program year, original CDBG allocation breakdown, CDBG reallocations, public service expenditures, graffiti cleanup, Community Partnership for Families, Community Human

Development - Immigration Expansion Program, Second Harvest Food Bank, LOEL Center - Meals on Wheels, Salvation Army - Hope Harbor Shelter operations support, San Joaquin Fair Housing, California Rural Legal Assistance, Capital Improvement Projects, and CAPER approval process.

Mayor Kuehne opened the public hearing for public comment.

There being no public comments, Mayor Kuehne closed the public hearing.

Mayor Pro Tempore Nakanishi made a motion, second by Council Member Chandler, to adopt Resolution No. 2020-208 approving the 2019-20 Community Development Block Grant Consolidated Annual Performance and Evaluation Report.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

H. Regular Calendar

H-1 Provide Status Update and Presentation and Receive Council Direction on Zupo Field (PRCS)

Interim Parks, Recreation and Cultural Services Director Anwan Baker provided a PowerPoint presentation regarding the status update on Zupo Field. Specific topics of discussion included situational analysis, insurance information, Americans with Disability Act considerations, community support, and project options.

Council Member Mounce asked if any donation had been received for the rebuild project. Interim Parks, Recreation and Cultural Services Director Baker stated that there has been interest, but no donations have been received.

Mayor Kuehne stated that he is in favor of a public-private partnership to rebuild the grandstands.

Council Member Chandler noted that the comments received were numerous and asked if the comments had to be read into the record.

City Clerk Cusmir reported that 36 comments were received before 5 p.m., the comments were all in support of rebuilding Zupo field. The comments were posted to the website and provided to Council. The comments were submitted by the following individuals: Heather Richards, Aaron Duda, two anonymous senders, Keith Mettler, Matthew Fuson, Scott Meier, Amanda Oliver, Shannon Lucas, Sue Shandrew, Debbie Skaggs, Ruby Sauseda, Scott Woznick, Zach Edwards, Theresa Delp, Allen Elsholz, Stayci Loya-Barnhart, Bev Herrick, Hobie Shultz, David Cundari, Bryan Meier, Patrick Crow, Nikki Engle, Deborah Gross, David Stolz, Adam Auerbach, Jay Wagner, Ole Wilhite, Kelsi Meier, John and Gina Rivers, Maria Johnson, Kim Ruoff, DJ Kiri, David Maggetti, and Kurt Anderson.

Three email comments were received after 5 p.m. and were read into the record.

Christina Wang, a resident, provided public comment, via email, in support of rebuilding Zupo Field.

Michael Holtz, Resource Specialist, Athletic Director, and Head Football Coach at Tokay High School, provided public comment, via email, in support of rebuilding Zupo Field.

Sam Fritz, a resident, provided public comment, via email, in support of rebuilding Zupo Field.

Public comment provided via email will be filed with the approved minutes of the meeting.

There was no additional public comment.

Council Member Chandler stated that he would like to see the City move forward with a combination of options A and B.

Council Member Mounce agreed and stated that she would like a great design, but would also like to see the project move forward quickly. She said that she looks forward to seeing future generations make memories at Zupo Field.

Council Member Chandler made a motion, second by Mayor Pro Tempore Nakanishi, to approve to move forward with a combination of options A and B as presented.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Chandler, Council Member Mounce, Mayor Pro Tempore Nakanishi, and Mayor Kuehne

Noes: None

Absent: None

ROLL CALL VOTE

The City Council held a ROLL CALL vote (all voiced their votes).

I. Ordinances – None

J. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 9:23 p.m.

ATTEST:

Jennifer Cusmir  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, SEPTEMBER 29, 2020**

The September 29, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer Cusmir  
City Clerk

**LODI CITY COUNCIL  
SHIRTSLEEVE SESSION  
CARNEGIE FORUM, 305 WEST PINE STREET  
TUESDAY, OCTOBER 6, 2020**

The October 6, 2020, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer Cusmir  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for Water Well Rehabilitation Project at Various Locations

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for Water Well Rehabilitation Project at Various Locations.

**BACKGROUND INFORMATION:** The proposed project is to rehabilitate two domestic water wells (Well 11R and Well 22) inside City limits and the Mosquito Pond well at the White Slough Water Pollution Control Facility.

Well 11R is located at 824 East Turner Road and was constructed in 1991. Well 22 is located at 2001 South Cherokee Lane and was constructed in 1988. The water production at both wells has steadily declined over the past several years, causing pumping water levels to approach the pump intake elevation. While water wells can produce the desired amount of groundwater for decades, overtime, the well casing openings can be encrusted with deposits, which need to be cleaned and removed in order to restore the water production. The pumps also are expected to need replacement. These two water wells (and the respective pumps) have exceeded the typical 20-year design life and should be rehabilitated in order to restore the well production.

The Mosquito Pond well is located at the city's wastewater treatment facility. It is primarily used to provide water to the San Joaquin County mosquito fish ponds. Occasionally, it supplies cooling water to the Northern California Power Agency Lodi Energy Center. A steady decline in water production and reliability prompted a recent inspection of the well. The inspection indicated the casing is damaged, portions of the slotted casing are encrusted, and the bottom of the well is filled with sand and other debris that needs to be removed. The water pump is also in need of replacement.

This project includes video inspection of the wells, mechanical and chemical removal of the encrustation present on the well casing, removing the debris from the bottom of the well, furnishing and installing new pump equipment to restore production, and other incidental and related work, all as shown on the plans and specifications for the project.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is November 4, 2020. The project estimate is \$410,000.

**FISCAL IMPACT:** This project will reduce the long-term maintenance costs of the water well and enhance water system production capacity.

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**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

**FUNDING AVAILABLE:** Funding will be identified at project award.



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Charles E. Swimley, Jr.  
Public Works Director

Prepared by Lyman Chang, Deputy Public Works Director/City Engineer  
CES/LC/tc

cc: City Engineer  
Utility Manager  
Wastewater Plant Superintendent  
Public Works Management Analyst  
Assistant Engineer, Bernardino



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Approve Plans and Specifications and Authorize Advertisement for Bids for Well 28 Granular Activated Carbon System, Adopt Resolution Authorizing City Manager to Award Contract to Lowest Responsive Bidder (\$1,400,000), or Reject all Bids, Execute Change Orders (\$140,000), and Appropriating Funds (\$510,000)

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Approve plans and specifications and authorize advertisement for bids for Well 28 Granular Activated Carbon System, adopt resolution authorizing City Manager to award Contract to lowest responsive bidder, in an amount not to exceed \$1,400,000, or reject all bids, execute change orders in an amount not to exceed \$140,000, and appropriating funds in the amount of \$510,000.

**BACKGROUND INFORMATION:** In 2017, Well 28 was removed from service in anticipation of the new State drinking water standards for the regulated chemical known as 1,2,3,- trichloropropane (1,2,3-TCP). This project is needed for the well to meet State drinking water standards and return to service.

For decades, Granular Activated Carbon (GAC) has been utilized at several well sites within the City to adsorb dibromochloropropane (DBCP). The State Water Resources Control Board has identified GAC as a best available technology for also removing 1,2,3-TCP contamination from drinking water.

This project consists of furnishing and installing a GAC treatment system for Well 28, located at 2800 Kettleman Lane, as shown on Exhibit A. The work for this includes furnishing and installing a GAC filter system, complete with four low profile tanks, carbon media, concrete pad, and all required on-site piping and valving, including approximately 90 linear feet of 8-inch water pipe, 231 linear feet 12-inch water pipe, 156 linear feet of 14-inch water pipe, and 90 linear feet of eight-inch wastewater pipe, and other incidental and related work.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is November 18, 2020. The project estimate is \$1,300,000. The work is anticipated to be complete by summer 2021.

Staff recommends authorizing City Manager to award Contract to lowest responsive bidder, in an amount not to exceed \$1,400,000, or reject all bids, execute change orders in an amount not to exceed \$140,000, and appropriating funds in the amount of \$510,000.

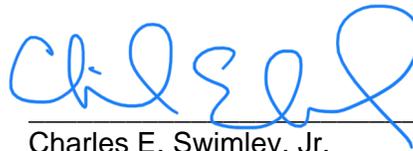
**FISCAL IMPACT:** Annual operation and maintenance costs for the water utility will increase as a result of Well 28 being placed back into service with the addition of the GAC treatment system. This project does not impact the General Fund.

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

<b>FUNDING AVAILABLE:</b>	Fiscal Year 2020/21 Budget:	
	Water Capital Fund (56199000.77020)	\$1,030,000
	Requested Appropriation:	
	Water Capital Fund (56199000.77020)	<u>\$ 510,000</u>
	<b>TOTAL:</b>	<b>\$1,540,000</b>

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Andrew Keys  
Deputy City Manager/Internal Services Director



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Charles E. Swimley, Jr.  
Public Works Director

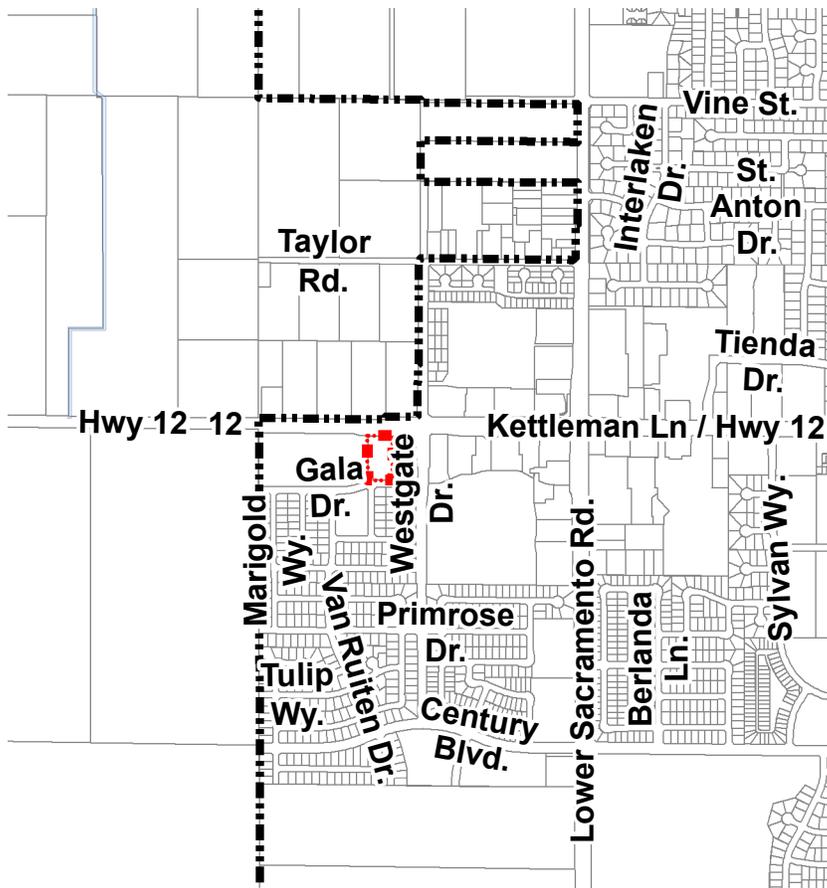
Prepared by Jimi Billigmeier, Associate Civil Engineer  
CES/JB/tc  
Attachment

cc: Andrew Richle, Utilities Superintendent  
Travis Kahrs, Water Plant Superintendent

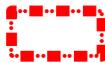
# Exhibit A

## Well 28 Granular Activated Carbon (GAC) Filter System 2800 West Kettleman Lane

Date: 9/30/2020



### Legend

 Project Footprint





RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO AWARD A CONTRACT TO THE LOWEST RESPONSIVE BIDDER FOR WELL 28 GRANULAR ACTIVATED CARBON SYSTEM, OR TO REJECT ALL BIDS, AND EXECUTE CHANGE ORDERS; AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, in 2017, Well 28 was removed from service in anticipation of the new State drinking water standards for the regulated chemical known as 1,2,3,- trichloropropane (1,2,3-TCP); and

WHEREAS, this project consists of furnishing and installing a GAC filter system, complete with four low-profile tanks, carbon media, concrete pad, and all required on-site piping and valving, including approximately 90 linear feet of 8-inch water pipe, 231 linear feet 12-inch water pipe, 156 linear feet of 14-inch water pipe, and 90 linear feet of 8-inch wastewater pipe, and other incidental and related work; and

WHEREAS, staff recommends authorizing the City Manager to award a contract to the lowest responsive bidder for the Well 28 Granular Activated Carbon System, in an amount not to exceed \$1,400,000, or to reject all bids; and

WHEREAS staff also recommends authorizing the City Manager to execute change orders in an amount not to exceed \$140,000; and

WHEREAS, staff further recommends that the City Council appropriate funds in the amount of \$510,000 from the fund balance of Water Capital Fund (56199000.77020) for Fiscal Year 2020/21.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to award a contract to the lowest responsive bidder for Well 28 Granular Activated Carbon System, in an amount not to exceed \$1,400,000, or to reject all bids if in the best interest of the City to do so; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract and change orders in an amount not to exceed \$140,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation for Well 28 Granular Activated Carbon System, in the amount of \$510,000, as set forth above; 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: October 21, 2020

=====

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Approve Specifications and Authorize Advertisement for Bids for Well 16 Granular Activated Carbon Replacement and Adopt Resolution Authorizing City Manager to Award Contract to Lowest Responsive Bidder (\$180,000), or Reject all Bids, Execute Change Orders (\$18,000), and Appropriating Funds (\$198,000)

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Approve specifications and authorize advertisement for bids for Well 16 Granular Activated Carbon Replacement and adopt resolution authorizing City Manager to award Contract to lowest responsive bidder, in an amount not to exceed \$180,000, or reject all bids, execute change orders in an amount not to exceed \$18,000, and appropriating funds in the amount of \$198,000.

**BACKGROUND INFORMATION:** Granular activated carbon (GAC) is utilized at certain well sites to adsorb dibromochloropropane (DBCP) and other contaminants in the drinking water. Over time, the carbon loses its adsorptive capacity and must be replaced. Recent test results indicate that while the current GAC in the vessels at Well No. 16 have reduced adsorptive capacity and are ready for replacement, the water quality being delivered to our customers meets or exceeds all State and Federal requirements.

Well No. 16 is located at 1490 West Century Boulevard (Exhibit A) and has three vessels with 22,000 pounds of GAC each. The GAC filter systems at these locations have been in service since 1994, with the most recent GAC replacement in July 2011. The total amount of GAC to be replaced with this project is 66,000 pounds.

This project consists of removing the spent granular activated carbon (GAC) from Well Site 16 and inspecting the vessels. After repairs are made by others (if needed), the contractor/supplier will furnish and install domestic virgin GAC into the vessels and provide other incidental and related work.

The specifications are on file in the Public Works Department. The planned bid opening date is November 18, 2020. The project estimate is \$180,000.

Staff recommends authorizing City Manager to award Contract to lowest responsive bidder, in an amount not to exceed \$180,000, or reject all bids, execute change orders in an amount not to exceed \$18,000, and appropriating funds in the amount of \$198,000.

**FISCAL IMPACT:** This project is funded with proceeds from the City's DBCP settlement. This project does not impact the General Fund.

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

**FUNDING AVAILABLE:** Requested Appropriation:  
Water Capital Fund (56199000.77020) \$198,000

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Andrew Keys  
Deputy City Manager/Internal Services Director



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Charles E. Swimley, Jr.  
Public Works Director

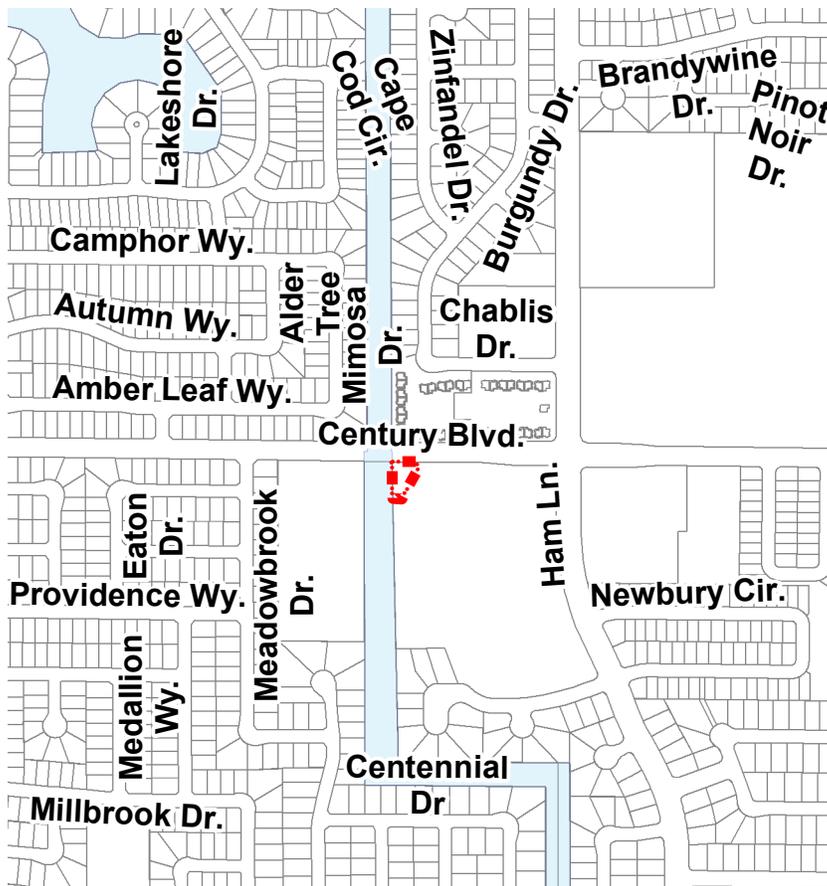
Prepared by Jimi Billigmeier, Associate Civil Engineer  
CES/JB/tc  
Attachment

cc: Andrew Richle, Utilities Superintendent  
Travis Kahrs, Water Plant Superintendent

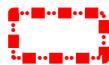
# Exhibit A

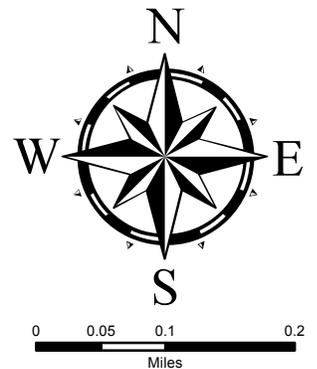
## Well 16 Granular Activated Carbon (GAC) Replacement 1490 W. Century Blvd.

Date: 9/30/2020



### Legend

 Project Footprint





RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO AWARD A CONTRACT TO THE LOWEST RESPONSIVE BIDDER FOR WELL 16 GRANULAR ACTIVATED CARBON REPLACEMENT, OR TO REJECT ALL BIDS, AND EXECUTE CHANGE ORDERS; AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, Well No. 16 is located at 1490 West Century Boulevard and has three vessels with 22,000 pounds of granular activated carbon (GAC) each; and

WHEREAS, this project consists of removing the spent GAC from Well Site 16 and inspecting the vessels; and

WHEREAS, staff recommends authorizing the City Manager to award a contract to the lowest responsive bidder for Well 16 Granular Activated Carbon Replacement, in an amount not to exceed \$180,000, or to reject all bids; and

WHEREAS, staff also recommends authorizing the City Manager to execute change orders in an amount not to exceed \$18,000; and

WHEREAS, staff further recommends that the City Council appropriate funds in the amount of \$198,000 from the fund balance of Water Capital Fund (56199000.77020) for Fiscal Year 2020/21.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to award a contract to the lowest responsive bidder for Well 16 Granular Activated Carbon Replacement, in an amount not to exceed \$180,000, or to reject all bids if in the best interest of the City to do so; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract and change orders in an amount not to exceed \$18,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation for Well 16 Granular Activated Carbon Replacement, in the amount of \$198,000, as set forth above; 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: October 21, 2020

=====

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020 by the following vote:

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

JENNIFER CUSMIR  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Rejecting All Bids, Approving Specifications, Authorizing Re-Advertisement for Bids, Authorizing City Manager to Award Contract to Lowest Responsive Bidder for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal (\$600,000), Authorizing City Manager to Execute Change Orders (\$80,000), and Appropriating Funds (\$295,000)

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution rejecting all bids, approving specifications, authorizing re-advertisement for bids, authorizing City Manager to award Contract to lowest responsive bidder for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal, in an amount not to exceed \$600,000, authorizing City Manager to execute change orders in an amount not to exceed \$80,000, and appropriating funds in the amount of \$295,000.

**BACKGROUND INFORMATION:** Council approved the specifications and authorized advertisement for bids on August 19, 2020. This project consists of decommissioning the Soil Vapor Extraction and the groundwater extraction and treatment systems located near the alleyway that lies between Pine and Oak Streets, and Pleasant Avenue and Church Street, as shown on Exhibit A.

The City received the following two bids on September 30, 2020:

Bidder	Location	Bid	Above/(Below) Engineer's Estimate
Engineers Estimate		\$300,000	
Stratus Construction Company	Stockton	*\$418,368.00	\$118,368.00
Pacific States Environmental	Dublin	\$658,701.25	\$358,701.25

\*Bid was withdrawn

The bid from Stratus Construction Company was withdrawn by the contractor because of serious math errors. The second bid came in significantly higher than the engineer's estimate, which was prepared by the consultant engineer, Civil Hydro Tech. The consultant engineer reviewed the bid prices and determined that clarifying the well destruction methods and type of waste inside the carbon vessels would attract a larger pool of bidders and more competitive pricing.

This project is under the order of the State Water Resource Control Board (Board). Board staff expected the project to be completed by early 2020. In order to expedite the contract work, Staff recommends rejecting all bids, approving specifications, authorizing re-advertisement for bids, authorizing City Manager to award Contract to lowest responsive bidder for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal, in an amount not to exceed \$600,000, authorizing City Manager to execute change orders in an amount not to exceed \$80,000, and appropriating funds in the amount of \$295,000.

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

**FISCAL IMPACT:** Annual operation and maintenance costs will decrease as a result of system removal.

**FUNDING AVAILABLE:**

Fiscal Year 2020/21 Budget:		
Central Plume Settlement Funds (59099000.77020)		\$385,000
Requested Appropriation:		
Central Plume Settlement Funds (59099000.77020)		<u>\$295,000</u>
Total:		\$680,000

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Andrew Keys  
Deputy City Manager/Internal Services Director



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Charles E. Swimley, Jr.  
Public Works Director

Prepared by Lyman Chang, City Engineer/Deputy Public Works Director  
CES/LC/tc  
Attachment

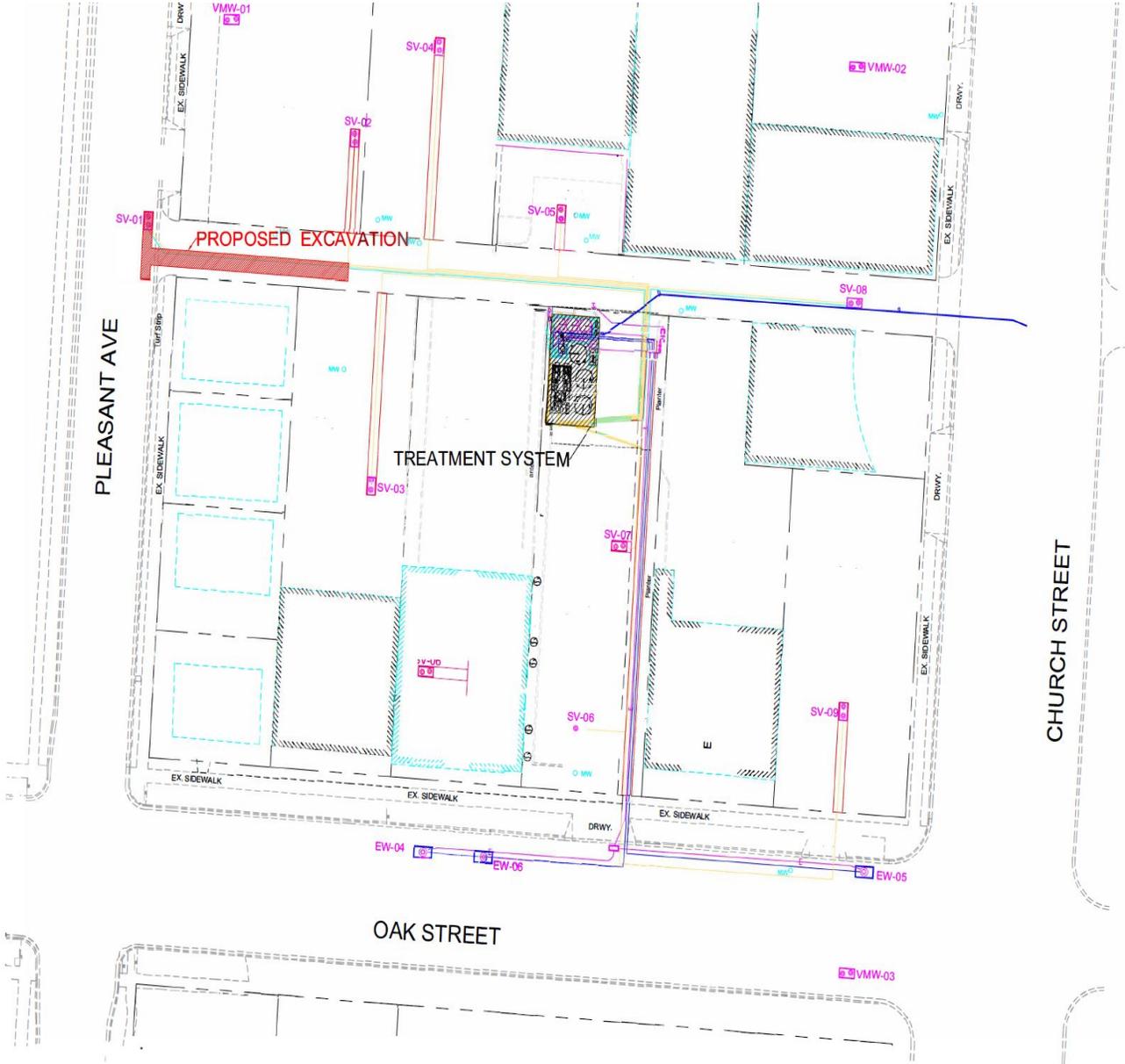
cc: Contractors  
Public Works Management Analyst  
Utilities Superintendent  
Senior Civil Engineer



# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## EXHIBIT A SVE AND GWE SYSTEM DECOMMISSIONING AND REMOVAL





RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL REJECTING ALL BIDS; APPROVING SPECIFICATIONS; AUTHORIZING RE-ADVERTISEMENT FOR BIDS; AUTHORIZING THE CITY MANAGER TO AWARD A CONTRACT TO THE LOWEST RESPONSIVE BIDDER FOR CENTRAL PLUME PCE/TCE GROUNDWATER AND SOIL VAPOR EXTRACTION SYSTEM DECOMMISSIONING AND REMOVAL; AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDERS; AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, Council approved the specifications and authorized advertisement for bids for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal on August 19, 2020; and

WHEREAS, the City received the following two bids on September 30, 2020:

<b>Bidder</b>	<b>Location</b>	<b>Bid</b>	<b>Above/(Below) Engineer's Estimate</b>
Engineers Estimate		\$300,000.00	
Stratus Construction Company	Stockton	\$418,368.00*	\$118,368.00
Pacific States Environmental	Dublin	\$658,701.25	\$358,701.25

\*Bid was withdrawn

WHEREAS, the bid from Stratus Construction Company was withdrawn by the contractor because of serious math errors; and

WHEREAS, the consultant engineer reviewed the bid prices and determined that clarifying the well destruction methods and type of waste inside the carbon vessels would attract a larger pool of bidders and more competitive pricing; and

WHEREAS, staff recommends rejecting all bids, approving specifications, authorizing re-advertisement for bids, authorizing the City Manager to award a contract to the lowest responsive bidder for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal, in an amount not to exceed \$600,000; and

WHEREAS staff also recommends authorizing the City Manager to execute change orders in an amount not to exceed \$80,000; and

WHEREAS, staff also recommends that the City Council appropriate funds in the amount of \$295,000 from the fund balance of Central Plume Settlement Fund (59099000.77020) for Fiscal Year 2020/21.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reject all bids for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby approve the specifications and authorize re-advertisement for bids for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to award a contract to the lowest responsive bidder for Central Plume PCE/TCE Groundwater and Soil Vapor Extraction System Decommissioning and Removal, in an amount not to exceed \$600,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute change orders in an amount not to exceed \$80,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize an appropriation for the project, in the amount of \$295,000, as set forth above; 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: October 21, 2020

=====

I hereby certify that Resolution No. 2020-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020 by the following vote:

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

JENNIFER CUSMIR  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Accepting Various Donations Received by Parks, Recreation and Cultural Services for Programs and Projects

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Parks, Recreation and Cultural Services Director

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**RECOMMENDED ACTION:** Adopt resolution accepting various donations received by Parks, Recreation and Cultural Services for programs and projects.

**BACKGROUND INFORMATION:** From time to time, PRCS receives requests from the community to plant trees, install park benches and plaques as memorials. In addition, PRCS also receives donations of supplies and/or equipment from citizens of our community.

The following are donations recently received by PRCS:

- 1 - Tree and Plaque Memorial for Ron Williamson - donated by the Lodi/Tokay Rotary Club
- 1 – Bench and Plaque Memorial for Bob Johnson – donated by the Lodi/Tokay Rotary Club
- 3 – Pool Cover Panels (14' x 75') – donated by Lodi Swim Club

The Lodi/Tokay Rotary Club will pay all costs for materials and installation of the tree and/or bench and plaques for Ron Williamson and Bob Johnson. These costs are valued at \$2,500. Please refer to the attached map for placement locations.

The Lodi Swim Club has already purchased the pool covers at a cost of \$6,012.13. The pool covers were delivered and installed at Enze Pool.

The Parks & Recreation Commission approved accepting these donations at their October 6, 2020, meeting.

**FISCAL IMPACT:** None.

**FUNDING AVAILABLE:** Purchased with donated funds from Lodi/Tokay Rotary Club

\_\_\_\_\_  
Anwan Baker  
Interim Director Parks, Recreation and Cultural Services

AB:tl  
cc: City Attorney

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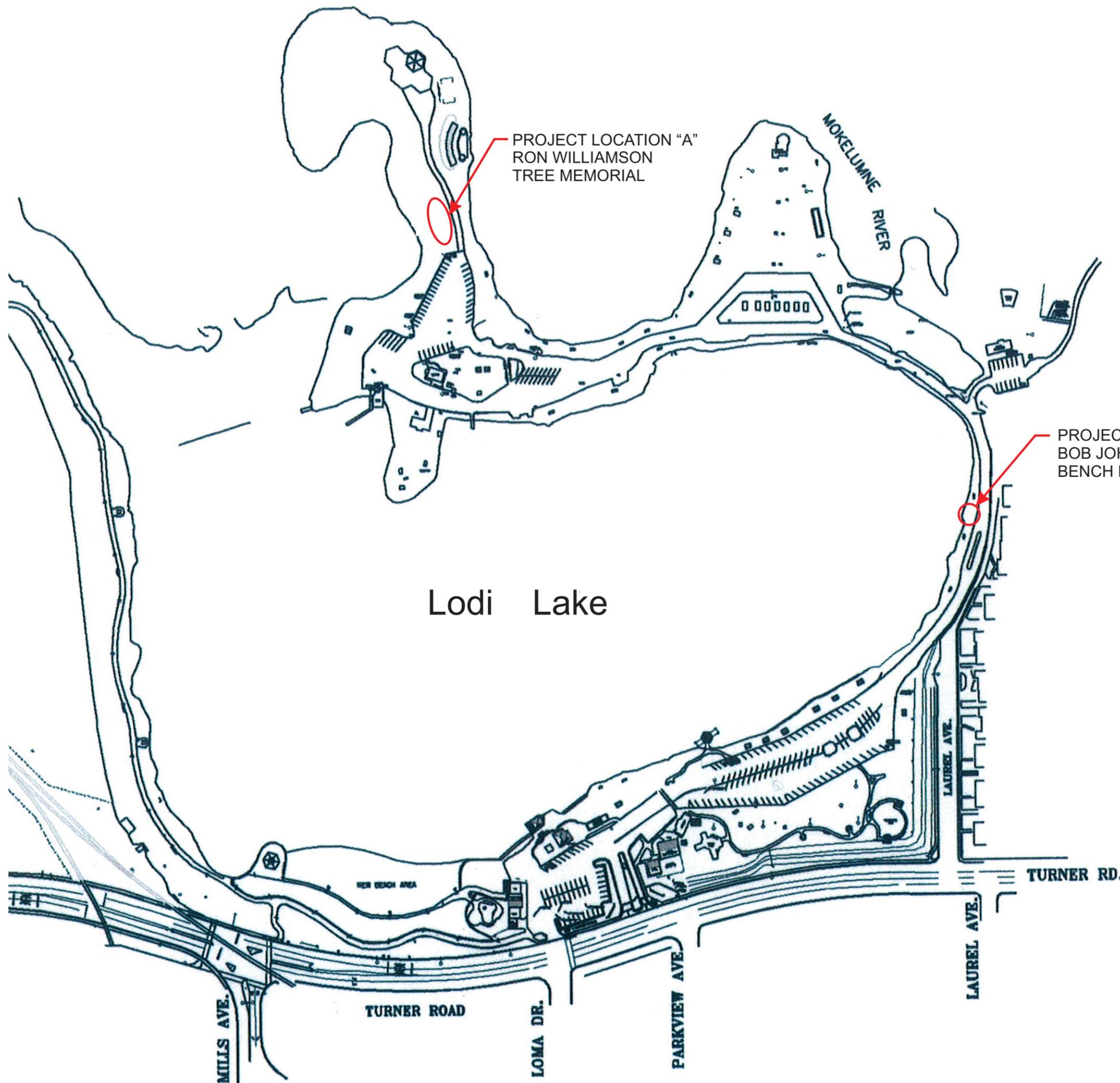
APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager



# Lodi / Tokay Rotary Club Donation Memorial Projects

Project Location "A"  
Tree and Plaque Memorial for Ron Williamson  
(3) 15 gallon trees planted and a bronze plaque wet-set into concrete  
along the Youth Area pathway.

Project Location "B"  
Bench and Plaque Memorial for Bob Johnson  
(1) 6 foot park bench and a bronze plaque wet-set into a concrete pad  
at the East end of Lodi Lake.



RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING  
VARIOUS DONATIONS RECEIVED BY PARKS, RECREATION AND  
CULTURAL SERVICES FOR PROGRAMS AND PROJECTS

=====

WHEREAS, Parks, Recreation and Cultural Services (PRCS) receives requests from members of the community to plant trees and to install park benches and plaques as memorials; and

WHEREAS, PRCS also receives donations of supplies and/or equipment from citizens of our community; and

WHEREAS, PRCS recommends that City Council accept the following donations:

- 1 – Tree and Plaque Memorial for Ron Williamson – donated by the Lodi/Tokay Rotary Club
- 1 – Bench and Plaque Memorial for Bob Johnson – donated by the Lodi/Tokay Rotary Club
- 3 – Pool Cover Panels (14' x 75') – donated by Lodi Swim Club

WHEREAS, the Parks and Recreation Commission has approved the donations at their October 6, 2020, meeting.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept these donations received by Parks, Recreation and Cultural Services; 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: October 21, 2020

=====

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020, by the following vote:

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

JENNIFER CUSMIR  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing Patrol Vehicle Safety Equipment Purchase and Installation from Lehr Auto Electric of Sacramento, CA and Appropriate Funds (\$40,000)

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Chief of Police

---

**RECOMMENDED ACTION:** Adopt resolution authorizing patrol vehicle safety equipment purchase and installation from Lehr Auto Electric of Sacramento, CA and appropriate funds in the amount of \$40,000.

**BACKGROUND INFORMATION:** On February 6, 2019 the City Council approved the purchase of two new patrol vehicles with Measure L funds. The vehicles were ordered and have been delivered.

At the time of the initial order in 2019 the Ford factory was shut down for retooling in preparation of the new Ford Explorer design. Due to the change in body style and modifications to the vehicle's interior some of the safety equipment installed on the previous vehicle model will not work for the new 2020 Explorers. During Ford's retooling shut down our emergency vehicle equipment installer, Lehr, did not have a quote prepared for the new equipment needed for the 2020 model. Since, Lehr has provided an appropriate quote and the Lodi Police Department now requests authorization for the purchase.

The Department is requesting the approval of \$32,659.20 for vehicle safety equipment purchase and installation from Lehr. In addition, we are requesting approximately \$7,500 be appropriated in the vehicle replacement fund for additional costs associated with purchase orders that were posted with the previous equipment/installation pricing. Any vehicle replacement funds that are not used for Lehr price increases will remain in the fund for future purchases.

**FISCAL IMPACT:** Funds for this purchase are available in the Vehicle Replacement Fund.

**FUNDING AVAILABLE:** Vehicle Replacement Fund \$40,000 (64399100.77040)

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Andrew Keys  
Deputy City Manager/Internal Services Director

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Sierra Brucia  
Chief of Police

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APPROVED: \_\_\_\_\_  
Steve Schwabauer, City Manager



# Sales Quote

Page: 1

4707 Northgate Blvd Sacramento, CA 95834  
 Phone: 916-646-6626 Fax: 916-646-6656

Quote Number: 26091  
 Document Date: 9/22/2020  
 Terms: Net 30  
 Payment Method:

Sell Lodi Police Department  
 To: Jannelle Baker  
 215 W Elm Street  
 Lodi, CA 95241  
 Phone: 209-333-6722

Ship Lodi Police Department  
 To: Lt. Nelson  
 215 W. Elm St  
 Lodi, CA 95240  
 Phone: 209-333-6722

Ship Via  
 Location: Lehr - Sacramento  
 Blanket PO:

Customer ID 50888  
 SalesPerson Steve Adair

**Vehicle Information:**

2020 FORD PI UTILITY, VIN: 1FM5K8AB5LGA97394, Lic: AY89N51, Unit: 05-038, Color: B/W, Mileage: 63

Item No.	Description	Category	Quantity	Unit Price	Total Price
<b>Front End Equipment</b>					
SA315P	SIREN SPEAKER 100W	WHELENPR	1	193.84	193.84
SAK66P	SPEAKER BRACKET-P/S UTILITY 2020	WHELEN	1	28.70	28.70
BK2019ITU20	PB450L4 LIGHTED PUSH BUMPER 2020 UTIL	SETINALTPB	1	873.05	873.05
EX0011	PATROL POWER HARNESS FRT MOUNT PI UTILITY 2020	PATROLPO WR	1	696.00	696.00
I	factory Wig wag and Corner lights INSTALLATION CHARGES	LABOR	8	95.00	760.00
<b>Roof Equipment</b>					
IJ2DEDE	54" LIBERTY II DUO CO, RW/BW C&F, RA/BA RR, TD, AL	WHELENLB	1	2250.00	2,250.00
STPKT105	STRAP KIT UTILITY 2020-	WHELEN	1		
IJ500ST	TDS&STROBE TUBE	WHELEN	1	277.90	277.90
EXT15	3/C EXT CABLE 15' AMP/AMP	WHELEN	1	28.00	28.00
I	INSTALLATION CHARGES	LABOR	3	95.00	285.00
<b>Customer Supplied Materials</b>					
RADIO HARRIS M7300, ANTENNA AND CABLE					
<b>Drivers Compartment</b>					
C-VS-1012-INUT	FORD PIJ 22" CONSOLE ANGLED LOW PROFILE	HAVIS	1	381.00	381.00
C-MD-119	11" SLIDE ARM	HAVIS	1	255.41	255.41
7160-0429	ARM REST	GAMBER	1	150.75	150.75
C-EB40-CCS-1P	FACE PLATE 1 PC 4"	HAVIS	1		
C-EB30-CH7-1P	FACE PLATE 1PC 3"	HAVIS	1		
C-CUP2-I	CON,ACSY,CUP HOLDER 4"	HAVIS	1	34.06	34.06
C-FP-1	FACE PLATE 1"	HAVIS	1		
C-FP-2	FACE PLATE 2"	HAVIS	2		
C-AP-0645-L	ACCY POCKET 6" W/HINGED LID/LOCK	HAVIS	1	97.72	97.72
GK10301S1USSCA	DBL GUN RACK	SETINA	1	321.75	321.75
I	INSTALLATION CHARGES	LABOR	11	95.00	1,045.00
<b>Customer Supplied Materials</b>					
Computer,dock and power supply					
RADIO HARRIS, CABLE AND ANTENNA					



# Sales Quote

Page: 2

4707 Northgate Blvd Sacramento, CA 95834  
 Phone: 916-646-6626 Fax: 916-646-6656

Quote Number: 26091  
 Document Date: 9/22/2020  
 Terms: Net 30  
 Payment Method:

Sell Lodi Police Department  
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 Lodi, CA 95241  
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Ship Lodi Police Department  
 To: Lt. Nelson  
 215 W. Elm St  
 Lodi, CA 95240  
 Phone: 209-333-6722

Ship Via  
 Location: Lehr - Sacramento  
 Blanket PO:

Customer ID 50888  
 SalesPerson Steve Adair

**Vehicle Information:**

2020 FORD PI UTILITY, VIN: 1FM5K8AB5LGA97394, Lic: AY89N51, Unit: 05-038, Color: B/W, Mileage: 63

Item No.	Description	Category	Quantity	Unit Price	Total Price
<hr/>					
	Prisoner Compartment				
PK0419ITU20TM	#10VSC RP COATED POLY PARTITION W/WINDOW SCREEN	SETINA	1	689.25	689.25
WK0514ITU20	WINDOW BARRIERS VS STEEL VERTICAL UTILITY 2020	SETINA	1	201.75	201.75
DK0100ITU20	TPO DOOR PANELS BLK, UTIL 2020	SETINA	1	201.75	201.75
QK0635ITU20	REPL SEAT W/CENTER PULL BELTS & 12VS REAR PARTITON	SETINA	1	981.00	981.00
I	INSTALLATION CHARGES	LABOR	7.5	95.00	712.50
<hr/>					
	Back End Equipment				
TK2307ITU20	EZ LIFT CARGO DECK W/RADIO TRAY 2020 UTIL	SETINA	1	861.75	861.75
TK0241ITU20EZ	CARGO BOX DSC BSN	SETINA	1	1049.25	1,049.25
MDPE-MODULE	PRE EMPTION MOD	ECCO	1	205.61	205.61
VTX609R	VERTEX SUPER-LED LIGHT RED	WHELENPR	1	89.25	89.25
VTX609B	VERTEX SUPER-LED LIGHT BLUE	WHELENPR	1	89.25	89.25
CCSRNT5	CARBIDE SIREN AMP W/CANPOR/TA	WHELENPR	1	889.00	889.00
CANCTL7	CONTROL HEAD 21 PUSH-BUTTONS, 4-PSS, MIC	WHELENPR	1		
I	INSTALLATION CHARGES	LABOR	10.5	95.00	997.50
<hr/>					
INSTALL	INSTALL MATERIALS	OTHER	1	185.00	185.00
F	Shipping Charges	OTHER	1	275.00	275.00

Amount Subject to Sales Tax 14831.04  
 Amount Exempt from Sales Tax 275.00

**Subtotal: \$15,106.04**  
 Total Sales Tax: \$1,223.56

**Total: \$16,329.60**

RESOLUTION NO. 2019-13

A RESOLUTION OF THE LODI CITY COUNCIL ADDING SIX POLICE OFFICER POSITIONS AND TWO PART-TIME COMMUNITY SERVICE OFFICER POSITIONS WITHIN THE POLICE DEPARTMENT; ADDING THREE FIREFIGHTER POSITIONS AND ONE FIRE BATTALION CHIEF POSITION WITHIN THE FIRE DEPARTMENT; AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, Measure L was passed by the voters on November 7, 2018, with a 58.7% approval rate by City of Lodi voters; and

WHEREAS, the Measure L ballot question, in part read "enhancing rapid police/fire response times by restoring firefighter and adding police positions," among other essential service needs that also include other public safety needs of the community; and

WHEREAS, the City Council of the City of Lodi, in recognition of the immediate need for additional public safety service in the community desires to provide additional support to the police and fire department through the addition of these positions to the current allocation of full and part time staff; and

WHEREAS, one of the new police officers will be assigned full time to the traffic unit, necessitating the purchase of a motorcycle; and

WHEREAS, consistent with the motorcycle purchased in summer of 2018, the best vehicle for the department is a 2019 Harley-Davidson Electra Glide motorcycle from Oakland Harley-Davidson, a State of California contract dealer for government vehicles for model year 2019.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve adding six (6) Police Officer positions and two (2) part-time Community Service Officer positions within the Police Department; and three (3) Firefighter positions and one (1) Fire Battalion Chief position within the Fire Department; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby recognize Measure L revenue for Fiscal Year 2018/19 of \$1,350,000 to account 28095000.51031 and appropriates \$980,720 as follows:

PERMANENT RECORD

Org	Account	Object	Description	Amount
28032000	Measure L PD	71001	Regular Employee Salary	148,500
28032000	Measure L PD	71003	Part-time Salary	13,800
28032000	Measure L PD	71007	Uniform Allowance	1,440
28032000	Measure L PD	71009	Incentive Pay	3,600
28032000	Measure L PD	71011	Workers Compensation	13,760
28032000	Measure L PD	71012	Medical Insurance	16,200
28032000	Measure L PD	71013	Dental Insurance	2,100
28032000	Measure L PD	71014	Vision Insurance	780
28032000	Measure L PD	71015	Medicare Insurance	2,480
28032000	Measure L PD	71021	Service Contribution-PERS	28,200
28032000	Measure L PD	71024	Deferred Comp	4,460
28032000	Measure L PD	71024	LI & AD & D	120
28032000	Measure L PD	71025	Unemployment Insurance	920
28032000	Measure L PD	71029	Chiropractic	240
28032000	Measure L PD	71031	Other Benefits	7,640
28032000	Measure L PD	74070	PL/PD Insurance	6,910
28032000	Measure L PD	72203	Cellular phone charges	800
28032000	Measure L PD	72358	Training and Education	50,080
28032000	Measure L PD	72359	Small Tools and Equipment	100
28032000	Measure L PD	72450	Misc. Professional Services	5,090
28032000	Measure L PD	72306	Safety Equipment	70,630
28032000	Measure L PD	77040	Vehicle Replacement	170,350
	<b>Measure L PD TOTAL</b>			<b>548,200</b>
28041000	Measure L Fire	71001	Regular Employee Salary	74,250
28041000	Measure L Fire	71002	Overtime	166,770
28041000	Measure L Fire	71007	Uniform Allowance	950
28041000	Measure L Fire	71009	Incentive Pay	14,050
28041000	Measure L Fire	71010	Admin Leave	530
28041000	Measure L Fire	71011	Workers Compensation	5,500
28041000	Measure L Fire	71012	Medical Insurance	23,330
28041000	Measure L Fire	71013	Dental Insurance	1,000
28041000	Measure L Fire	71014	Vision Insurance	210
28041000	Measure L Fire	71015	Medicare Insurance	5,550
28041000	Measure L Fire	71021	Service Contribution-PERS	14,390
28041000	Measure L Fire	71024	Deferred Comp	2,230
28041000	Measure L Fire	71024	LI & AD & D	10
28041000	Measure L Fire	71025	Unemployment Insurance	410
28041000	Measure L Fire	71029	Chiropractic	30
28041000	Measure L Fire	71031	Other Benefits	5,090
28041000	Measure L Fire	74070	PL/PD Insurance	4,600
28041000	Measure L Fire	72306	Safety Equipment	24,780
28041000	Measure L Fire	72358	Training and Education	88,840
	<b>Measure L Fire TOTAL</b>			<b>432,520</b>
<b>Grant Total</b>				<b>980,720</b>

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the purchase of a 2019 Harley-Davidson Electra Glide motorcycle from Oakland Harley-Davidson, a State of California contract dealer for government vehicles for model year 2019.

Dated: February 6, 2019

=====

I hereby certify that Resolution No. 2019-13 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 6, 2019, by the following vote:

AYES: COUNCIL MEMBERS – Johnson, Kuehne, Nakanishi, and Mayor Chandler

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None

  
JENNIFER M. FERRAIOLO  
City Clerk

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
PURCHASE OF VEHICLE SAFETY EQUIPMENT AND  
INSTALLATION FROM LEHR AUTO ELECTRIC, OF  
SACRAMENTO; AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, on February 6, 2019 the City Council approved the purchase of two new patrol vehicles with Measure L funds; and

WHEREAS, at the time of the initial order in 2019, the Ford factory was shut down for retooling in preparation of the new Ford Explorer design; and

WHEREAS, during Ford’s retooling shut down, our emergency vehicle equipment installer, Lehr Auto Electric, did not have a quote prepared for the new equipment needed for the 2020 model; and

WHEREAS, Lehr has provided an appropriate quote and the Lodi Police Department now requests authorization for the purchase.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of vehicle safety equipment and installation from Lehr Auto Electric, of Sacramento, California, for \$32,659.20 and an additional \$7,340.80 for Lehr costs associated with outdated purchase order pricing; and

BE IT FURTHER RESOLVED that funds in the amount of \$40,000 be appropriated as follows:

Vehicle Replacement Fund \$40,000 (64399100.77040 - Expense)

Date: October 21, 2020

=====

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held October 21, 2020, by the following vote:

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

JENNIFER CUSMIR  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Awarding Contract for Lodi Avenue and Mills Avenue Resurfacing Project to DSS Company dba Knife River Construction, of Stockton (\$1,133,926), and Authorizing City Manager to Execute Change Orders (\$170,000)

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding Contract for Lodi Avenue and Mills Avenue Resurfacing Project to DSS Company dba Knife River Construction, of Stockton, in the amount of \$1,133,926, and authorizing City Manager to execute change orders in the amount of \$170,000.

**BACKGROUND INFORMATION:** This project includes localized pavement repair, the application of approximately 24,000 square yards of rubberized asphalt cape seal, and 21,000 square yards of fiberized slurry seal. The project limits will include Lodi Avenue (from Ham Lane to Hutchins Street) and Mills Avenue (from Lodi Avenue to Kettleman Lane), as shown on Exhibit A.

The rubberized asphalt cape seal is a combination of a rubberized chip seal comprising the bottom layer followed with an upper layer of fiberized slurry seal (slurry seal with strands of glass fiber added). The fiberized slurry seal will also be applied by itself on a portion of Mills Avenue. The rubberized cape seal will be applied to streets with more surface defects, while fiberized slurry seal will be applied only to a street with fewer surface defects.

Specifications for this project were originally approved on February 5, 2020. The City received four responsive bids on July 8, 2020. City staff evaluation determined the apparent low bidder did not include an addendum receipt and was deemed non-responsive. The next two lowest bidders did not meet the State’s Disadvantaged Business Enterprise (DBE) participation requirements. The remaining bid was substantially higher in price resulting in Staff recommending that all bids be rejected. The bids were rejected and Council authorized the project to re-bid on August 5, 2020.

The City received the following three bids for this project on September 2, 2020:

<b>Bidder</b>	<b>Location</b>	<b>Bid</b>	<b>Above/(Below) Estimate</b>
Engineer’s Estimate		\$ 1,547,020.00	
Knife River Construction	Stockton	\$ 1,133,925.30	\$ (413,094.70)
Central Valley Engineering	Roseville	\$ 1,160,551.50	\$ (386,469.50)
United Pavement Maint.	Hughson	\$ 1,360,753.00	\$ (186,267.00)

This project included a DBE participation goal of 12.0 percent. The lowest bidder obtained DBE participation of 11 percent. The City’s DBE Liaison Officer reviewed the bid submittal documents and

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

determined that the low bidder, DSS Company dba Knife River Construction, did in fact comply with all DBE requirements and qualifies for contract award. The total estimated project cost, including Staff time, is \$1,450,000. Initial phases of work are anticipated to begin in early 2021.

Staff recommends awarding Contract for Lodi Avenue and Mills Avenue Resurfacing Project to DSS Company dba Knife River Construction, of Stockton, in the amount of \$1,133,926, and authorizing City Manager to execute change orders in the amount of \$170,000.

**FISCAL IMPACT:** By investing in the recommended maintenance project, significant capital dollars will be saved by extending the useful life of the pavement and foregoing more costly pavement reconstruction. This project does not impact the General Fund.

**FUNDING AVAILABLE:** Budgeted Fiscal Year 2020/21:

Federal Transportation Improvement Program (30799000.77020):	\$1,645,600
Senate Bill 1 Gas Tax (30499000.77020):	<u>\$ 224,400</u>
<b>TOTAL:</b>	<b>\$1,870,000</b>

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Andrew Keys  
Deputy City Manager/Internal Services Director



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Charles E. Swimley, Jr.  
Public Works Director

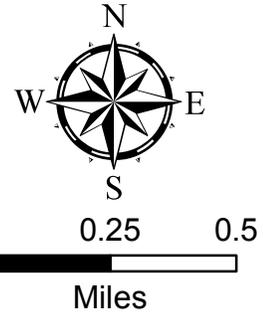
Prepared by Jimi Billigmeier, Associate Civil Engineer  
CES/JB/tc  
Attachments

cc: Utility Superintendent  
Knife River Construction, Glenn Dorflinger

# EXHIBIT A

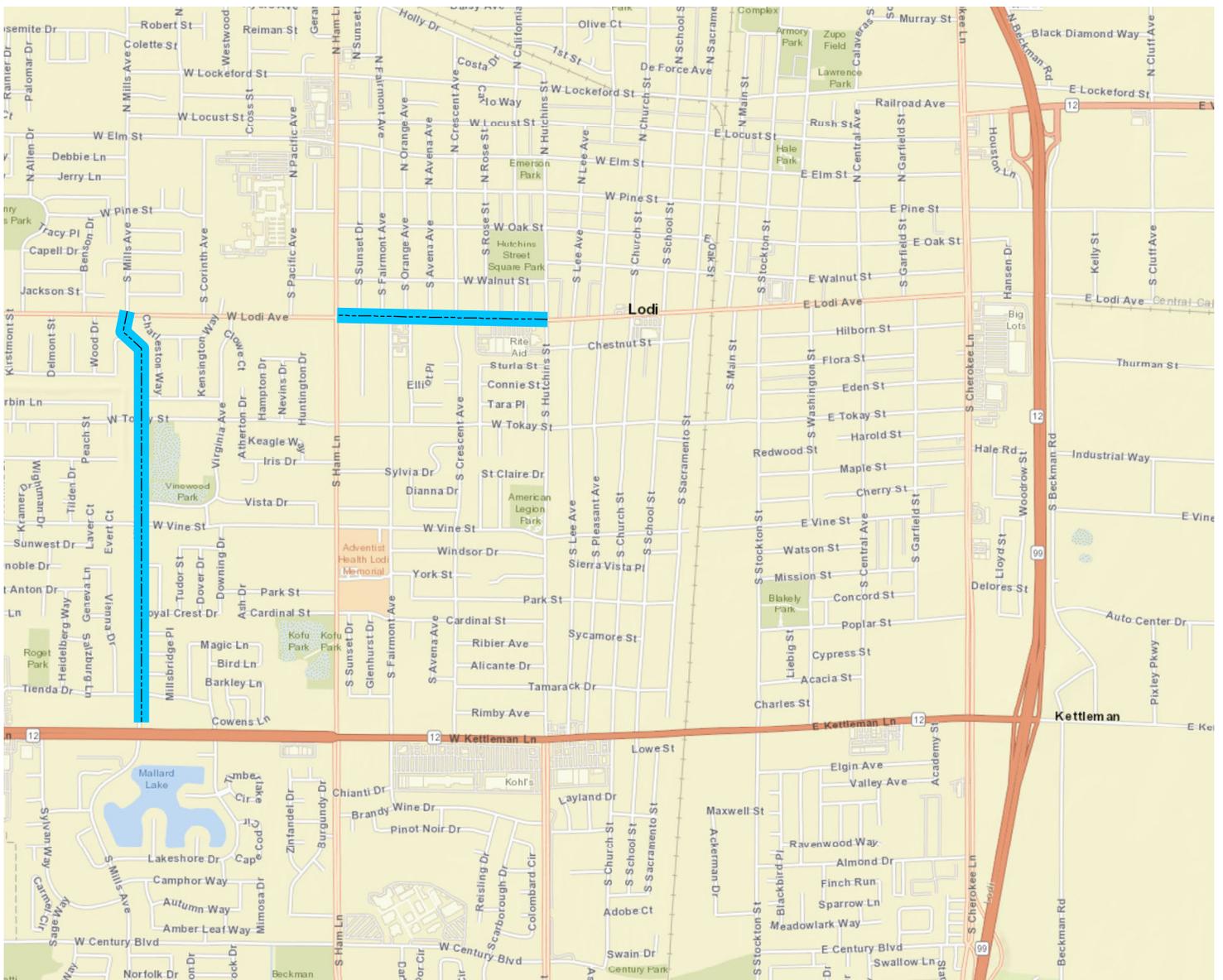
## LODI AVENUE AND MILLS AVENUE RESURFACING PROJECT

### PROJECT LOCATION MAP



#### Legend

 Project Locations



**LODI AVENUE AND MILLS AVENUE  
RESURFACING PROJECT (Rebid)  
Various Locations  
STPL-5145(049)**

**CONTRACT**

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CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and D S S COMPANY, a California corporation, doing business as, KNIFE RIVER CONSTRUCTION, 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 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	Federal Labor Standards Provisions
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 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

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

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

Perform the work necessary to provide localized pavement repair, resurface of Lodi Ave. & Mills Ave. with slurry seal and rubberized cape seal (rubberized chip seal & slurry seal), provide ADA improvements, and other incidental and related work, all as shown on these specifications for the above project.

See Section 6-07 "Description of Bid Items" and Attachment B for additional information.

**CONTRACT ITEMS**

<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization, Traffic Control and Construction Notification	1	LS	\$ 118,000	\$ 118,000
2	Provide 5" Pavement Repair	36,500	SF	\$ 5.45	\$ 198,925
3	Provide 7" Pavement Repair	18,000	SF	\$ 7.40	\$ 133,200
4	3" Grind and Replace Asphalt Paving	52,000	SF	\$ 2.30	\$ 119,600
5	Apply Cape Seal	220,000	SF	\$ 0.92	\$ 202,400
6	Apply Slurry Seal	186,000	SF	\$ 0.32	\$ 59,520
7	Replace Sidewalk, Residential Driveway, Ramp	7,987	SF	\$ 23.30	\$ 186,097.10
8	Install Truncated Domes	368	SF	\$ 24.40	\$ 8,979.20
9	Replace Alley Approach	994	SF	\$ 31.00	\$ 30,814
10	Install Traffic Loops	30	EA	\$ 418.00	\$ 12,540
11	Provide Traffic Striping	1	LS	\$ 60,000	\$ 60,000
12	Install, Relocate Sign	10	EA	\$ 385.00	\$ 3,850

**TOTAL BID \$ 1,133,925.30**

**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 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **60 CALENDAR DAYS**.

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: \_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
JENNIFER CUSMIR  
City Clerk

(CORPORATE SEAL)

Approved As To Form:

\_\_\_\_\_  
JANICE D. MAGDICH  
City Attorney                      jdm

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING THE CONTRACT FOR THE LODI AVENUE AND MILLS AVENUE RESURFACING PROJECT TO DSS COMPANY, DBA KNIFE RIVER CONSTRUCTION, OF STOCKTON; AND AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDERS

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 2, 2020, at 11:00 a.m., for the Lodi Avenue and Mills Avenue Resurfacing Project, described in the plans and specifications therefore approved by the City Council on August 5, 2020; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Location	Bid	Above/(Below) Estimate
Engineer's Estimate		\$ 1,547,020.00	
Knife River Construction	Stockton	\$ 1,133,925.30	\$ (413,094.70)
Central Valley Engineering	Roseville	\$ 1,160,551.50	\$ (386,469.50)
United Pavement Maint.	Hughson	\$ 1,360,753.00	\$ (186,267.00)

WHEREAS, staff recommends awarding the contract for the Lodi Avenue and Mills Avenue Resurfacing Project to DSS Company, dba Knife River Construction, of Stockton, in the amount of \$1,133,926; and

WHEREAS, staff also recommends that the City Council authorize the City Manager to execute change orders in an amount not to exceed \$170,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the Lodi Avenue and Mills Avenue Resurfacing Project to DSS Company, dba Knife River Construction, of Stockton, California, in the amount of \$1,133,926; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract and change orders in an amount not to exceed \$170,000; 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: October 21, 2020

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020 by the following vote:

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

JENNIFER CUSMIR  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Change Orders to 2019-2021 Traffic Signal Preventive Maintenance and Repair Program (\$20,000)

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Public Works Director

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**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute change orders to 2019-2021 Traffic Signal Preventive Maintenance and Repair Program, in an amount not to exceed \$20,000.

**BACKGROUND INFORMATION:** The City awarded the 2019-2021 Traffic Signal Preventive Maintenance and Repair Program to St Francis Electric, LLC on June 5, 2019, in the amount of \$47,790.

The contract includes providing preventive maintenance inspection services for approximately 54 City-maintained traffic signals and 23 lighting systems (flashing beacons and lighted crosswalk signs). The contract also includes an allocation for maintenance of signal backboards (paint or repair), as needed.

The contract does not include some common repair items like traffic detector loops and signal poles, which can be damaged either by construction activities or vehicle accidents. These items and other related signal repair work are best repaired as soon as possible to maintain safe traffic flow. To expedite necessary repairs, Staff recommends Council authorize contract change orders with St. Francis Electric, LLC through the duration of the contract, which is June 30, 2021. Assigning change order authority (not to exceed \$20,000) will cut repair times by weeks.

Staff recommends authorizing City Manager to execute change orders to 2019-2021 Traffic Signal Preventive Maintenance and Repair Program, in an amount not to exceed \$20,000.

**FISCAL IMPACT:** Regular maintenance of the City's traffic signal and lighting systems reduces the City's exposure to liability claims. The additional change order authority will not impact the General Fund.

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

**FUNDING AVAILABLE:** Measure K Capital Fund (30399000.77020) - \$20,000

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Andrew Keys  
Deputy City Manager/Internal Services Director



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Charles E. Swimley, Jr.  
Public Works Director

Prepared by Lyman Chang, City Engineer/Deputy Public Works Director  
CES/LC/tc

cc: Utility Manager  
Engineer Technician, Mangrich  
Public Works Management Analyst  
Senior Civil Engineer  
Construction Manager

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE  
CITY MANAGER TO EXECUTE CHANGE ORDERS TO 2019-2021  
TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND REPAIR PROGRAM

=====

WHEREAS, the City awarded the 2019-2021 Traffic Signal Preventive Maintenance and Repair Program to St. Francis Electric, LLC, on June 5, 2019, in the amount of \$47,790; and

WHEREAS, the contract includes providing preventive maintenance inspection services for approximately 54 City-maintained traffic signals and 23 lighting systems (flashing beacons and lighted crosswalk signs) and also includes an allocation for maintenance of signal backboards (paint or repair), as needed; and

WHEREAS, staff recommends authorizing the City Manager to execute change orders to 2019-2021 Traffic Signal Preventive Maintenance and Repair Program, in an amount not to exceed \$20,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute change orders to 2019-2021 Traffic Signal Preventive Maintenance and Repair Program, in an amount not to exceed \$20,000; 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: October 21, 2020

=====

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020 by the following vote:

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

JENNIFER CUSMIR  
City Clerk



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Accept Improvements Under Contract for Blakely Park Restroom Improvements

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Accept improvements under contract for Blakely Park Restroom Improvements.

**BACKGROUND INFORMATION:** In 2016, the public restroom building at Blakely Park was removed. That building, which was located towards the middle of the park, had been out of service since 2004 due to repeated vandalism.

This project consisted of providing and installing a new pre-fabricated restroom facility, new adjacent concrete sidewalk, and other related utility improvements. The location is approximately 50 feet east of Stockton Street, which is intended to deter vandalism while providing additional safety and security, due to the higher traffic visibility. The location is shown in Exhibit A.

The project was awarded to Soracco, Inc., of Lodi, in the amount of \$333,587. The contract has been completed in substantial conformance with the specifications approved by City Council and was completed within the original contract amount and schedule. Photos of the completed restroom are shown in Exhibit B.

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

**FISCAL IMPACT:** There will be a minimal increase in maintenance costs associated with the new restroom facility that will be covered in future Parks Operations budgets.

**FUNDING AVAILABLE:** This project was funded by the Community Development Block Grant (CDBG-20001).

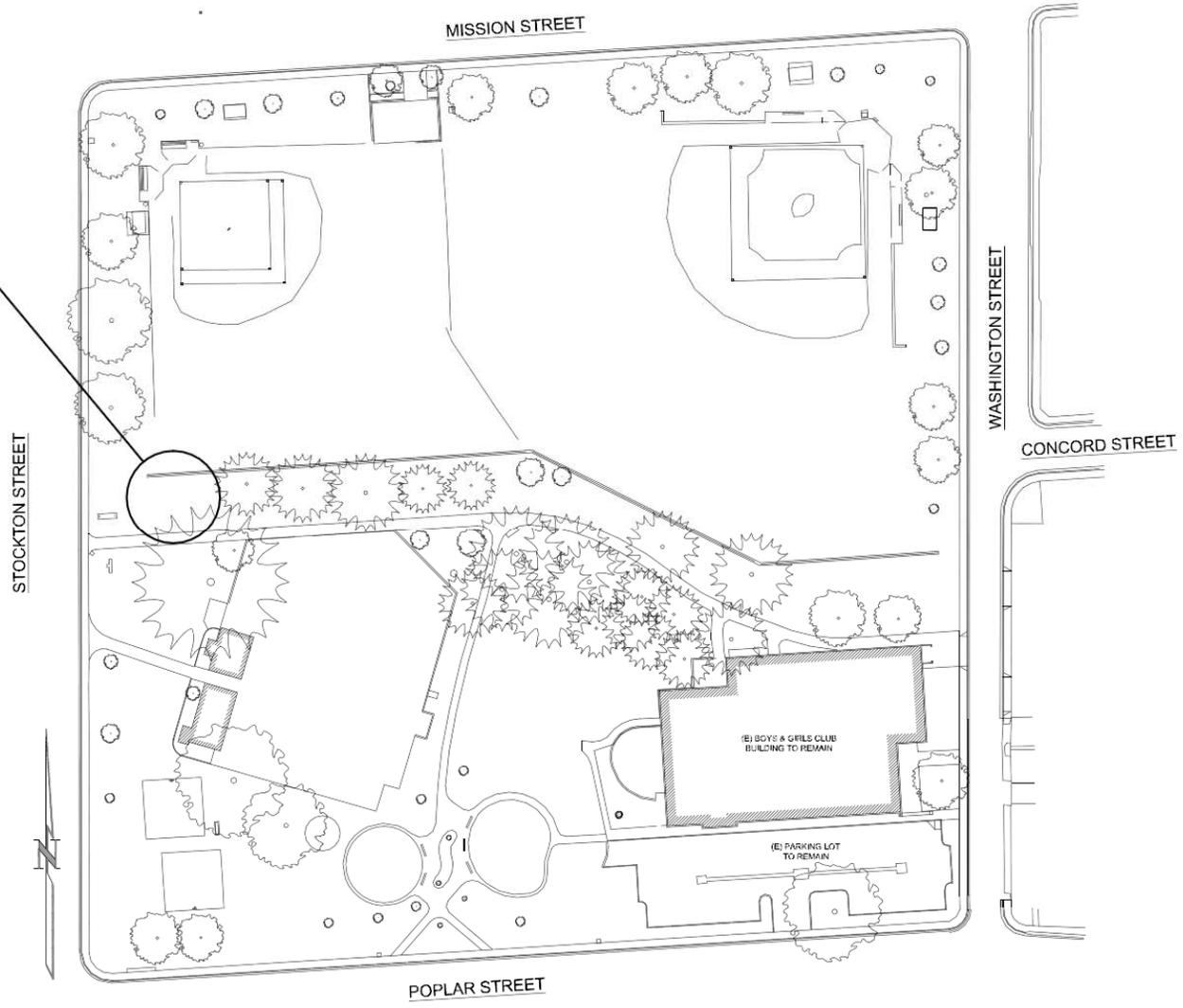
Charles E. Swimley, Jr.  
Public Works Director

Prepared by Sean Nathan, Senior Civil Engineer  
CES/SN/tc  
Attachments

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

# Exhibit A

PROPOSED PROJECT  
LOCATION



PARK SITE PLAN

# Exhibit B





# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Accepting Public Improvements of the Iris Drive Subdivision, Tract No. 4023

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution accepting public improvements of the Iris Drive Subdivision, Tract No. 4023.

**BACKGROUND INFORMATION:** The Iris Drive Subdivision is an in-fill residential development located west of Ham Lane and south of Tokay Street, as shown on Exhibit A. The subdivision consists of nine single-family, residential lots and includes the installation of all interior subdivision public improvements.

The public improvements have been completed in substantial conformance with City policy and other requirements of City codes have been met. The Developer, 1458 Iris, LLC, has furnished the City with the required two-year maintenance bond.

Per the State storm water quality requirements, two storm water mitigation devices were installed with the project, including the Contech Filterra units and associated plants. These shall be maintained by the developer for a period of three years after final acceptance by the City, as stated in the improvement agreement.

Staff recommends accepting the public improvements of the Iris Drive Subdivision, Tract No. 4023.

**FISCAL IMPACT:** There will be an increase in long-term maintenance costs for public infrastructure and City services such as police, fire, and parks, and open space maintenance. This cost will be partially offset by proceeds from the Community Facilities District No. 2007-1 (Public Services) (CFD).

**FUNDING AVAILABLE:** Not Applicable.

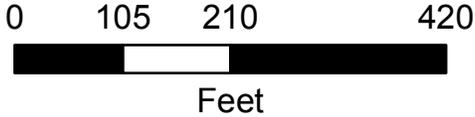
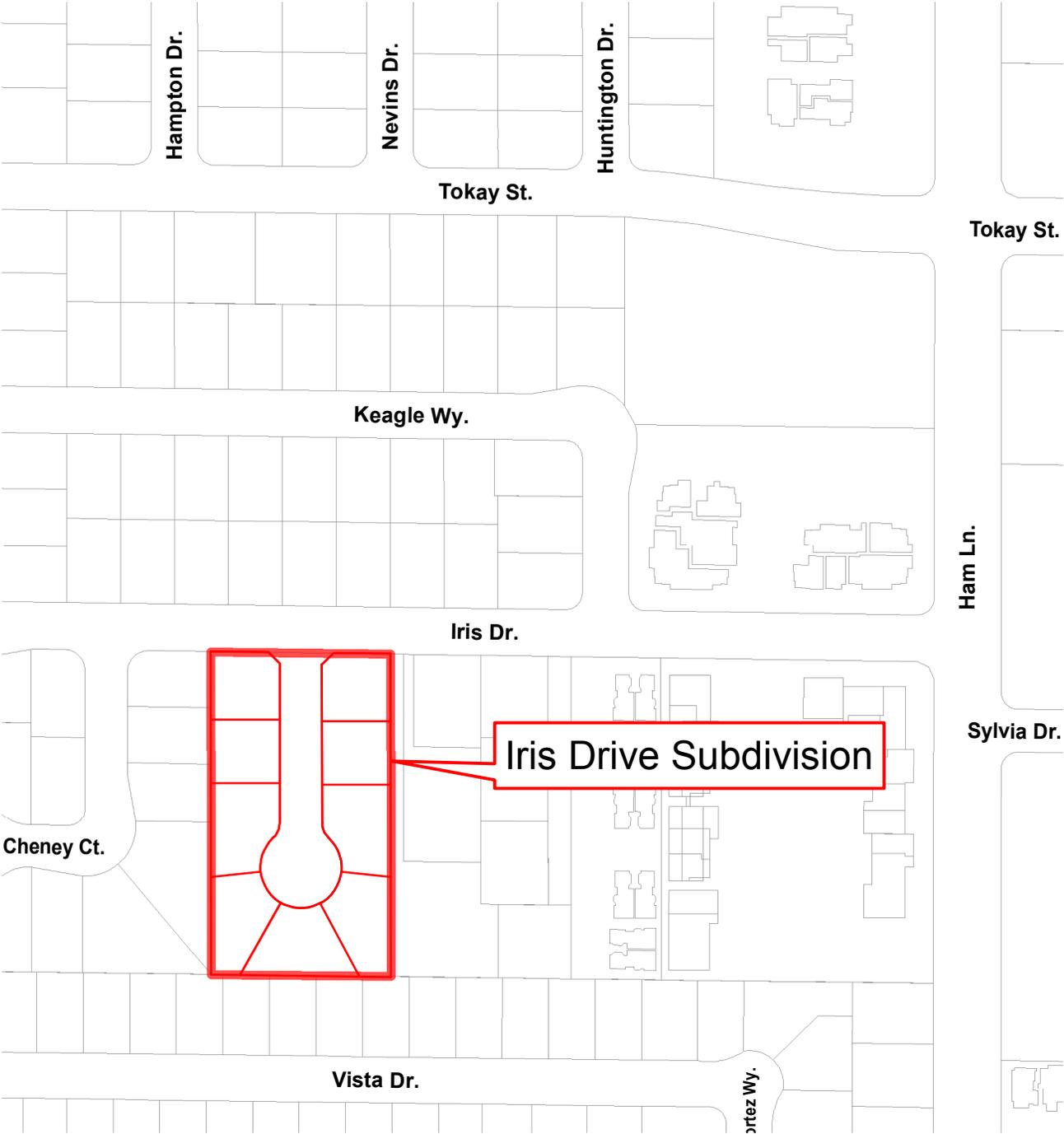
Charles E. Swimley, Jr.  
Public Works Director

Prepared by Karissa Kiri, Assistant Engineer  
CES/KTVK/tc  
Attachment

cc: City Attorney  
Deputy Public Works Director/City Engineer  
Assistant Engineer, Kiri  
Senior Engineering Technician, Wiman  
Utilities Manager, Roberts  
1458 Iris, LLC  
Baumbach & Piazza, Inc.

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

# Exhibit A Iris Drive Subdivision Vicinity Map



RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING  
IRIS DRIVE SUBDIVISION, TRACT NO. 4023  
PUBLIC IMPROVEMENTS

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WHEREAS, the Iris Drive Subdivision is an in-fill residential development located west of Ham Lane and south of Tokay Street; and

WHEREAS, the subdivision consists of nine single-family residential lots and includes the installation of all interior subdivision public improvements; and

WHEREAS, the public improvements have been completed in substantial conformance with City policy, other requirements of City codes have been met, and the developer has provided the required maintenance bond; and

WHEREAS, staff recommends accepting Iris Drive Subdivision, Tract No. 4023 public improvements.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept Iris Drive Subdivision, Tract No. 4023 public improvements; 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: October 21, 2020

=====

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020, by the following vote:

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

JENNIFER CUSMIR  
City Clerk

2020-\_\_\_\_\_



TM

## CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with CleanStreet, of Gardena, for Street Sweeping Services (\$45,600)

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute Professional Services Agreement with CleanStreet, of Gardena, for street sweeping services, in the amount of \$45,600.

**BACKGROUND INFORMATION:** Street sweeping is a regular maintenance activity performed by the City's Streets and Drainage Division. The City optimized efficiency by adjusting sweeping frequency based on the volume of debris and solids recovered. Through this process, the City has found it to be most effective and cost efficient to use one sweeper truck and operator to sweep most every street once a month, or as needed. This schedule has been maintained since May 2012.

In addition to the aesthetics of clean streets, sweeping is identified as one of the best management practices (BMPs) for implementing a successful stormwater management program. The State-mandated Small Municipal Separate Storm Sewer Systems (Order No. 2003-0005-DWQ) also known as the Phase II NPDES General Permit requires the City to develop and implement a Storm Water Management Program that includes pollution prevention and good housekeeping. Street sweeping plays an essential role in ensuring permit compliance.

Over the last five years the City has seen significant growth in new development. Staff has been able to marginally absorb sweeping the newly constructed developments utilizing regularly scheduled overtime. As more street miles are constructed, the current sweeping frequency cannot be sustained with the existing staff levels and service expectations.

In August 2020, Staff issued a request for proposals to supplement in-house street sweeping. The bid for service included the rate per curb mile at 50 curb miles, once per month. These areas are shown in Exhibit A. Staff received two proposals in which Clean Street was the low bidder. The Professional Services Agreement, if approved, initially would have a two-year term commencing October 2020 with up to two, one-year extensions, including price increases not exceeding the Consumer Price Index (CPI) for the West Region, Urban, unadjusted. The maximum increase in any year shall not exceed five percent. Either party may cancel the agreement upon 90 days written notice.

CleanStreet has established a superb reputation for providing the highest quality street sweeping services in the industry. Currently, CleanStreet is under contract with a number of agencies in Northern California including the County of Sacramento, City of Pleasanton, and the City of Cupertino.

Staff recommends authorizing City Manager to execute Professional Services Agreement with CleanStreet, of Gardena, for street sweeping services, in the amount of \$45,600.

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

**FISCAL IMPACT:** These services will directly impact the general fund. If these services are not obtained, a portion of City streets will not receive the same service levels.

**FUNDING AVAILABLE:** Street Cleaning Operating Fund (30156003.72499) - \$45,600

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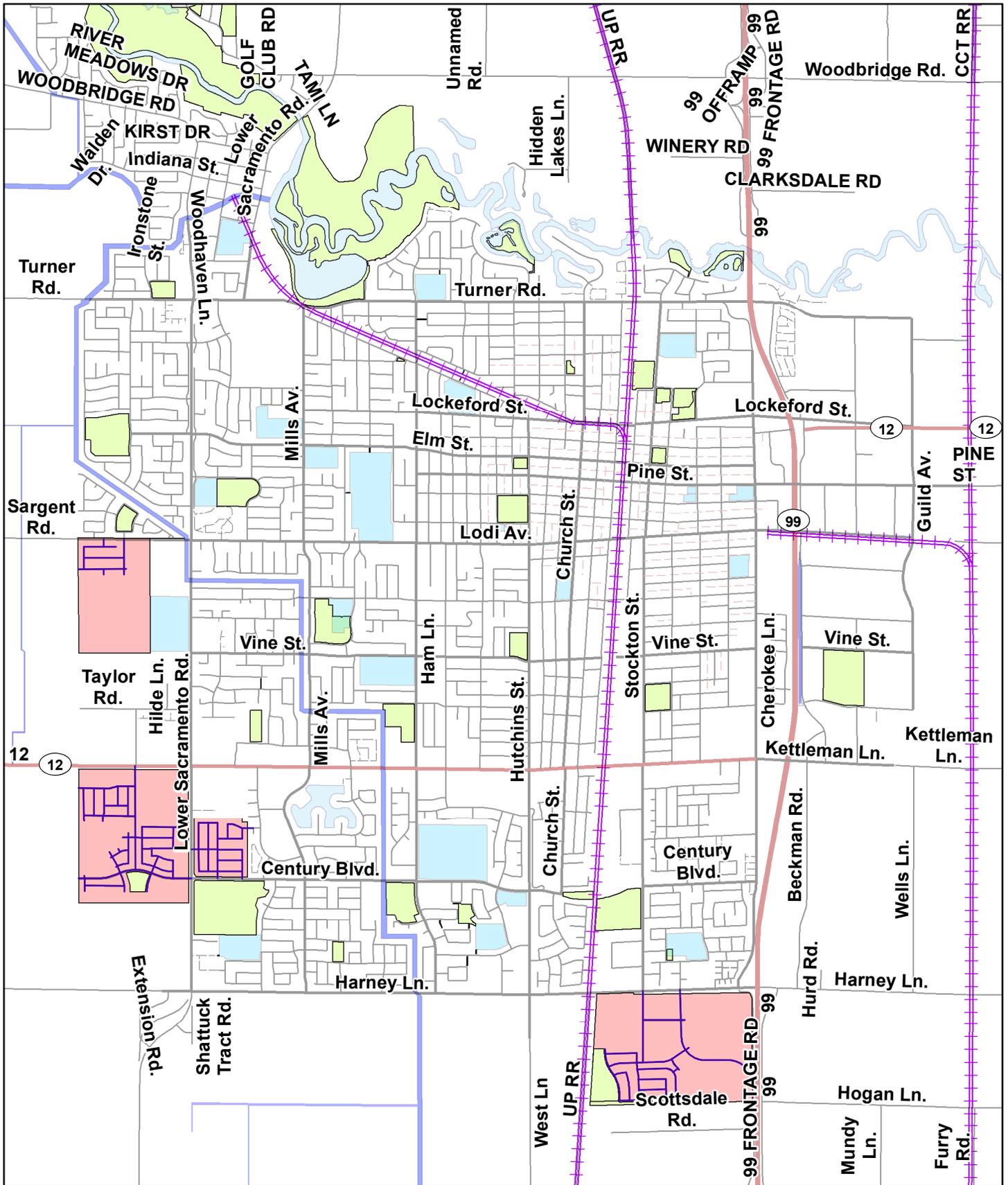
Andrew Keys  
Deputy City Manager/Internal Services Director



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Charles E. Swimley, Jr.  
Public Works Director

Prepared by Andrew Richle, Utilities Superintendent  
CES/AR/tw  
Attachments



## EXHIBIT A City of Lodi

### Street Sweeping Service Area

#### Legend

- Streets (Existing or under construction)
- St Sweeping Service Area



0.5 0.25 0 0.5 Miles



## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CLEANSTREET, 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 street sweeping service (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 October 1, 2020 and terminates upon the completion of the Scope of Services or on June 30, 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 two (2) one (1)-year extensions; 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 four (4) 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 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 (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 3.5 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 3.6 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 3.7 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: Andrew Richle, Utilities Superintendent

To CONTRACTOR: CleanStreet  
   1937 West 169<sup>th</sup> Street  
   Gardena, CA 90247  
   Attn: Rick Anderson, Director of Business Development

**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.

**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

CLEANSTREET, a California corporation

By: \_\_\_\_\_  
jdm

By: \_\_\_\_\_  
Name: Rick Anderson  
Title: Director of Business Development

**Attachments:**

**Exhibit A – Scope of Services**

**Exhibit B – Fee Proposal**

**Exhibit C – Insurance Requirements**

**Exhibit D – Federal Transit Funding Conditions (if applicable)**

**Funding Source: 30156003.72499  
(Business Unit & Account No.)**

Doc ID:\pwadc02\msc\$\GROUP\ADMIN\Council\2020\10212020\CleanSweep\PSA.doc

CA:Rev.01.2015



**Request for Proposal  
For  
Street Sweeping Service**

**Proposal Due:  
Thursday August 27, 2020 4:00 p.m.**

**Attn: Andrew Richle, Utilities Superintendent  
Public Works Department  
1331 S Ham Lane  
Lodi, CA 95240**

Proposals may be submitted by mail or delivered directly to the above address prior to the date and time specified. Postmarks will not be accepted. Proposals may also be submitted electronically to [arichle@lodi.gov](mailto:arichle@lodi.gov)

Questions should be directed to Andrew Richle, Utilities Superintendent, email preferred [arichle@lodi.gov](mailto:arichle@lodi.gov) or (209) 269-4927

**Scope of Service**

The City of Lodi is requesting proposals for Street Sweeping Services. The Work to be done consists of sweeping, either by machine sweeping or hand sweeping all designated improved streets including curb returns and median islands within the area on a uniform schedule as shown on the Exhibit A. No machine street sweeping should be done during rainstorms or for any other reason that makes sweeping impractical as determined by the Public Works Director or his assigned. Contractor must be able to determine the effectiveness of street sweeping on road segments without sidewalk, curb, and gutter and make recommendations to City of Lodi.

**Schedule of Work**

Contractor shall develop a sweeping schedule for approval by the City. Contractor shall be aware of trash collection days for areas to be swept; sweeping shall not interfere with trash collection; and shall be done as soon as possible after trash collection.

City will provide current sweeper and garbage pickup schedule. The City reserves the right to modify the sweeping day(s) to prevent trash collection overlap or City observed holidays.

All routes must be completed on the day scheduled except as provided for weather delays, holidays, and unpredicted equipment failure. Only public streets are to be swept under this contract. Private streets and area inside shopping centers will be privately maintained by others.

Many area indicated in Exhibit A is still under development and new curb miles will be added to the route as projects being accepted by the City. Any area or streets not designated by the City shall not be swept. The contractor shall be paid by the actual curb miles swept for the month. The City reserves the right to expand or remove the service area as needed.

**Time of Completion/Working Days**

Time is of the essence in fulfillment of this contract. The contractor is responsible for supplying and scheduling all labor, materials, tools, equipment and incidentals necessary for completion of all work on the schedule.

**Liquidated Damages**

Liquidated damages in the amount of \$200 per calendar day will be assessed to the contractor until said work is completed.

**Equipment**

Equipment not suitable to produce the quality of work required shall not be permitted to operate on the contract work. All equipment shall be subject to the approval of the Public Works Director prior to use. All sweeping equipment shall have appropriate safety markings consisting of all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with the State Vehicle Code, the City's Noise Ordinance and approved by the Public Works Director.

All vehicles and equipment used by the Contractor must be clearly identified with the name of the company and telephone number on each side of the equipment.

Equipment must be maintained and clean at all times; mechanical brushes and brooms shall be maintained in proper condition and shall be replaced as recommended by the manufacturer or when pick-up ability becomes repaired.

Preference will be given for the use of regenerative air sweepers.

The use of a steel plate on the sweeper wheel to prevent tire scuffing against the curb will not be permitted.

### **Dust Control**

The sweeper shall supply the proper volume and pressure of water at all times to adequately control dust during the sweeping operation

### **Traffic Counters**

The Contractor is cautioned that at various times and locations the City will temporarily install portable traffic counters which utilize a hose placed in the roadway. The Contractor shall work with the City's Traffic Division on its sweeping schedule to avoid sweeping areas with counters in place. If an area with a counter must be swept, care should be taken to avoid the counter hose. If the Contractor's equipment causes damage to such a counter, appurtenances, he/she shall bear the entire costs of restoration, repair, testing, or replacement of the traffic counter.

### **Call-Backs**

In the opinion of the Public Works Director, whenever a section of street is inadequately swept, the Contractor shall, within 24-hours after notification, re-sweep the section in question and shall forfeit as a penalty fifty dollars (\$50) for each time a street is inadequately swept. No additional payment will be made for call-back sweeping.

### **Equipment**

Brooms, tires, gas, oil and other required parts and materials are to be provided by the Contractor.

### **Age of Vehicles**

The age of all streets sweeping equipment shall be no older than six (6) years, unless the Public Works Director grants approval.

### **Complaints**

Complaints regarding the street sweeping operations, which the Public Works Director considers justifiable and the responsibility of the Contractor, will be referred to the Contractor for immediate attention. Within two (2) days the Contractor shall submit to the Public Works Director a report of the action taken on each complaint. The report shall be on a form approved by the Public Works Director.

### **Extra Work**

Additional work will be classified as Extra Work when it will not become apart of the ongoing monthly contract services. Extra Work shall be paid for at the rate per curb mile specified in the Contractor's proposal.

Extra Work may include but is not limited to construction, spillage, accidents, sandblasting, paving preparation, and special events which may require sweeping services during the contract period.

For scheduled Extra Work services, the Contractor will be given ten (10) days written notice of the need. The Contractor shall meet these scheduled extra needs with his/her own forces or with subcontracted forces.

For unscheduled Extra Work, the Contractor will respond as quickly as possible and in no event will the response time exceed 24 hours.

### **Performance Standards**

Street sweeping shall leave work areas free of litter, rubbish, leaves, sand, dirt, garbage and other foreign material in accordance with current industry standards of cleanliness for routine and emergency street cleaning. Additional performance standards include:

- a) Street sweeping services will commence October 1, 2020 and be maintained per the attached schedule for the remainder of the contract. If it is later determined by the City that sweeping shall be more or less frequent in designated areas, the contractor shall be notified one (1) month prior to the new schedule for required sweeping;
- b) Street sweeping shall consist of the removal by mechanical and vacuum street sweepers of all debris from all portions of the street, including, but not limited to both sides of residential streets, adjacent to residential raised medians, street intersections, the areas adjacent to arterial/collector street curbs and raised medians (such as left turn pockets) and the center striped area of arterial/collector streets.
- c) When necessary for proper street cleaning, more than one pass will be made on the street without additional charge;
- d) Additional sweeps requested by the City for unsatisfactory performance shall be responded to immediately;
- e) The City reserves the right to add additional streets and/or other right-of-way to the street sweeping schedule; and to request special sweeps other than regularly scheduled sweeping, when there are unusual conditions such as traffic hazards, parades and similar events. The contractor shall provide any additional sweeping services at the agreed upon curb mile cost;
- f) Sweeping in residential areas shall not commence prior to 6:00 a.m.;
- g) Contractor shall maintain a consistent sweeping schedule as approved by the City and shall maintain standby equipment to be used in the event of equipment breakdown or an emergency;
- h) Sweepers shall not be operated faster than 10 mph when sweeping paper, leaves or light trash; 5 mph when sweeping normal accumulation of dirt, sand and gravel; and 3 mph when sweeping heavy accumulation of dirt, sand and gravel.
- i) Contractor shall make arrangements with the City's Water Utility to obtain and pay for water necessary for street sweeper operations. The City shall review and approve water access locations.
- j) Contractor shall be responsible for disposal of all refuse collected by hauling the same to the City approved disposal area. **The disposal site, located at 1331, South Ham Lane, can only be used after 12:30 pm or with 24-hour prior notice to the City Streets Supervisor.** Storing, transferring to, obtaining and paying for disposal sites shall be the sole responsibility of the City.
- k) The City shall be the sole authority for canceling scheduled street sweeping due to inclement weather. When inclement weather prevents adherence to the regular sweeping schedule for two or less days in a given week, the sweeping areas so affected by the inclement weather shall be swept within seven days of the scheduled sweeping

without interruption of the regular sweeping schedule. Contractor shall perform all work due to inclement weather without additional charge.

- l) In the case of prolonged inclement weather, the City at its discretion, will consider the Contractor's request to eliminate sweep days not completed. If sweep days are eliminated, the Contractor shall credit the City for curb miles not performed.
- m) Contractor shall be paid only for the actual curb miles swept. Said compensation includes the removal and disposal of all accumulated debris to the City's dedicated location. The City covers all fees associated with the final disposal site.
- n) Contractor shall track daily curb miles swept and estimated cubic yards of debris collected. At the discretion of the City, contractor may be requested to report green waste (leaf litter, etc.) disposed as an estimated percentage of total debris (using visual or other means). A monthly report will be required by the 15<sup>th</sup> day of each month.
- o) Contractor shall not sweep on Saturday, Sunday or recognized City holidays. City calendar will be provided.**
- p) Contractor shall develop a sweeping schedule for approval by the City. Contractor shall be aware of trash collection days for areas to be swept; sweeping shall not interfere with trash collection; and shall be done as soon as possible after trash collection.**
- q) Contractor shall handle all customer calls related to their sweeping service area. Calls will need to be received and addressed during normal business hours. Schedule of contractor's business hours should be provided to the City. Calls received outside of the contractor's service area shall be directed to the City's Streets Supervisor.
- r) Contractor shall spray streets with water during street sweeping operations to the extent required to minimize blown dust/dirt in compliance with San Joaquin County Air Pollution Control District (APCD) and California Air Resources Board (CARB) PM-10 and PM-2.5 requirements.

#### **City Rights/ Determining of Best Bid**

The City may:

- a) Determine the best bid considering rates offered and/or projections of total cost computed by the City based on past experience.
- b) Contractor is to provide a minimum of three references from comparable or larger size street sweeping contracts. Failure to provide references shall be grounds for rejection of bids at the discretion of the City.
- c) Reject any or all bids or waive any informality in any bids.
- d) Consider bids for a period of 60 days following the time of receipt of bids before deciding which bid, if any, will be accepted.
- e) Increase or decrease the amount of work to be performed with no change in the unit price.

#### **Subcontracting Limitation**

The Contractor shall not subcontract more than 20% of the work based upon the total amount of the street sweeping contract except as permitted by the Director of Public Works.

**Assignment of Contract**

The Contract shall not be assigned without written consent of the City Manager.

**Insurance**

The contractor shall provide and keep current during the entire duration of the liability insurance as indicated in the contract (Profession Service Agreement). A sample agreement is attached as Exhibit B.

**Penalties**

It is mutually agreed that timely and complete performance of all aspects of this contract is of extreme importance to both parties. By entering a contract for performance of all work called for in these specifications, the Contractor agrees to the following penalties as being appropriate and acceptable, and further agrees that such penalties, if monetary, may be deducted from funds otherwise due and payable to the Contractor.

- Failure to meet quality standards 10% of the time: As determined by the Public Works Director. Delay of progress payment 10 + days and/or possible calling of Performance Bond and/or possible termination of contract.
- Failure to file the monthly statement required in section Statement Required, by the 10th of each month: \$50 penalty fee per day for each day late.
- Failure to sweep the required 8-foot width from the curb face.
- Call backs as specified in section Call-Backs: \$50 penalty fee for each call back.
- Failure to report actions on complaints within two working days as specified in section Complaints: \$50 penalty fee per day for each day late.

**Progress payments**

Invoices for all services provided in the previous month should be submitted by the 10th of the month. If, in the opinion of the Public Works Director all services have been provided in a timely and competent manner, full payment will be made by the first of the following month.

**Additions and Deletions**

The City of Lodi reserves the right to add or delete curb miles and to increase or reduce the sweeping frequency called for in these specifications. The amount bid per curb mile will be used for additions or deletions and will dictate the maximum increase that will be allowed for additional miles or additional frequency. That amount will also dictate the minimum reduction in monthly cost for deletion of curb miles or decrease in sweeping frequency.

**Bids for Service**

Rate per curb mile applicable from October 1, 2021 to June 30, 2022 Total cost from September 1, 2020 to June 30, 2022 based on:

Rate/Curb mile \$ \_\_\_\_\_ x 50 curb miles = \$ \_\_\_\_\_ October 1, 2020 to June 30, 2021

Rate/Curb mile \$ \_\_\_\_\_ x 50 curb miles = \$ \_\_\_\_\_ July 1, 2021 to June 30, 2022

Total \$ \_\_\_\_\_

The City may renew the Agreement on annually for up to two additional years. The annual increase shall not exceed the Consumer Price Index (CPI) for the West Region, Urban, unadjusted. The maximum increase in any year shall not exceed five percent.

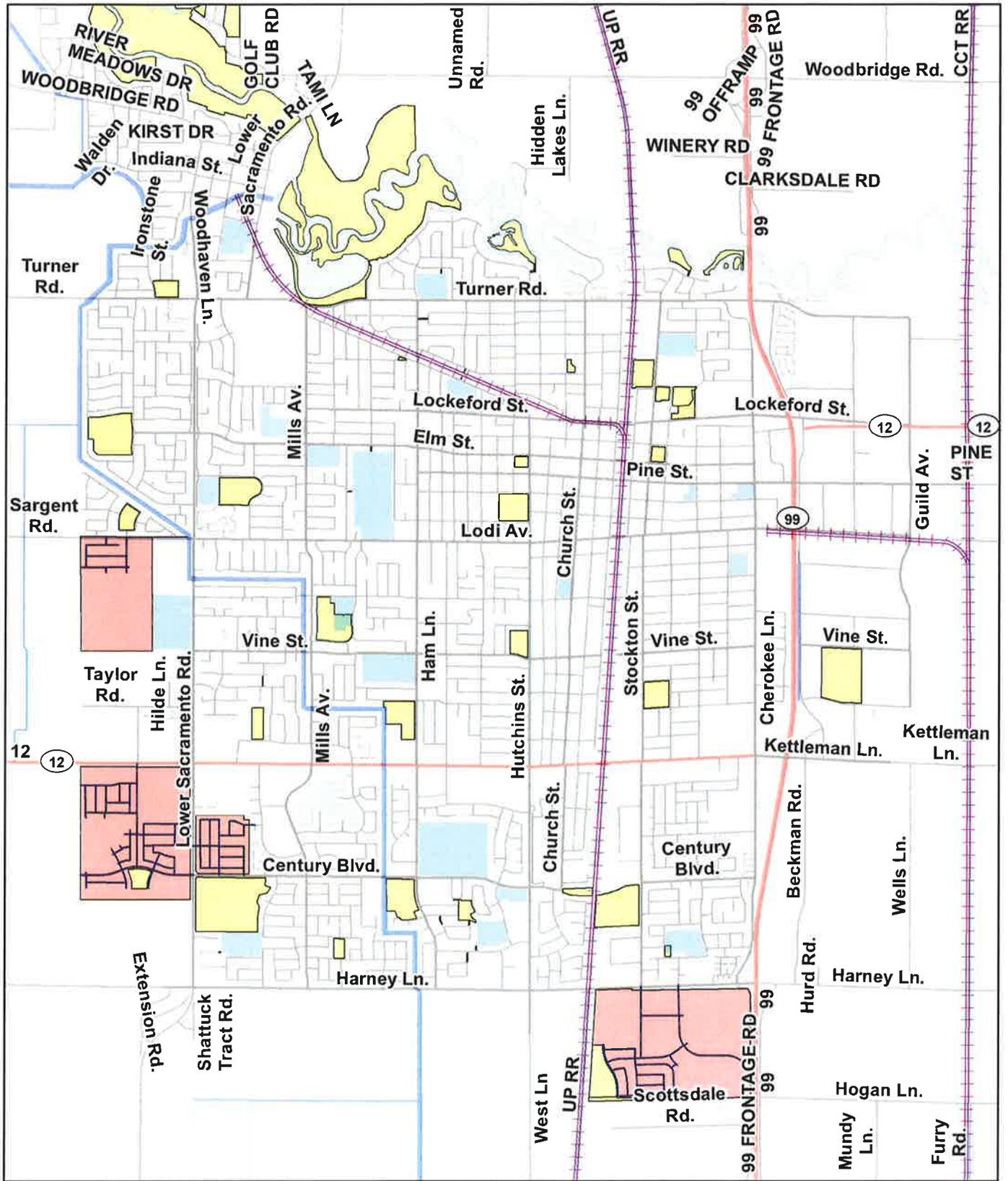
Either party may cancel the Agreement upon ninety (90) days written notice.

This document shall be sealed and submitted by 4:00 PM on Thursday, August 28, 2020 at the 1331 S. Ham Lane, CA 94240. All sealed proposals will be opened at the above address.

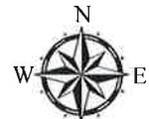
Name of Contractor: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Per Senate Bill 854, contractors and listed subcontractors must be registered with the Department of Industrial Relations (DIR) prior to submitting bids to any public work contracts. Failure to comply will make bids non-responsive. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with DIR pursuant to Labor Code Section 1725.5.



## EXHIBIT A City of Lodi Street Sweeping Service Area



### Legend

- Streets (Existing or under construction)
- St Sweeping Service Area

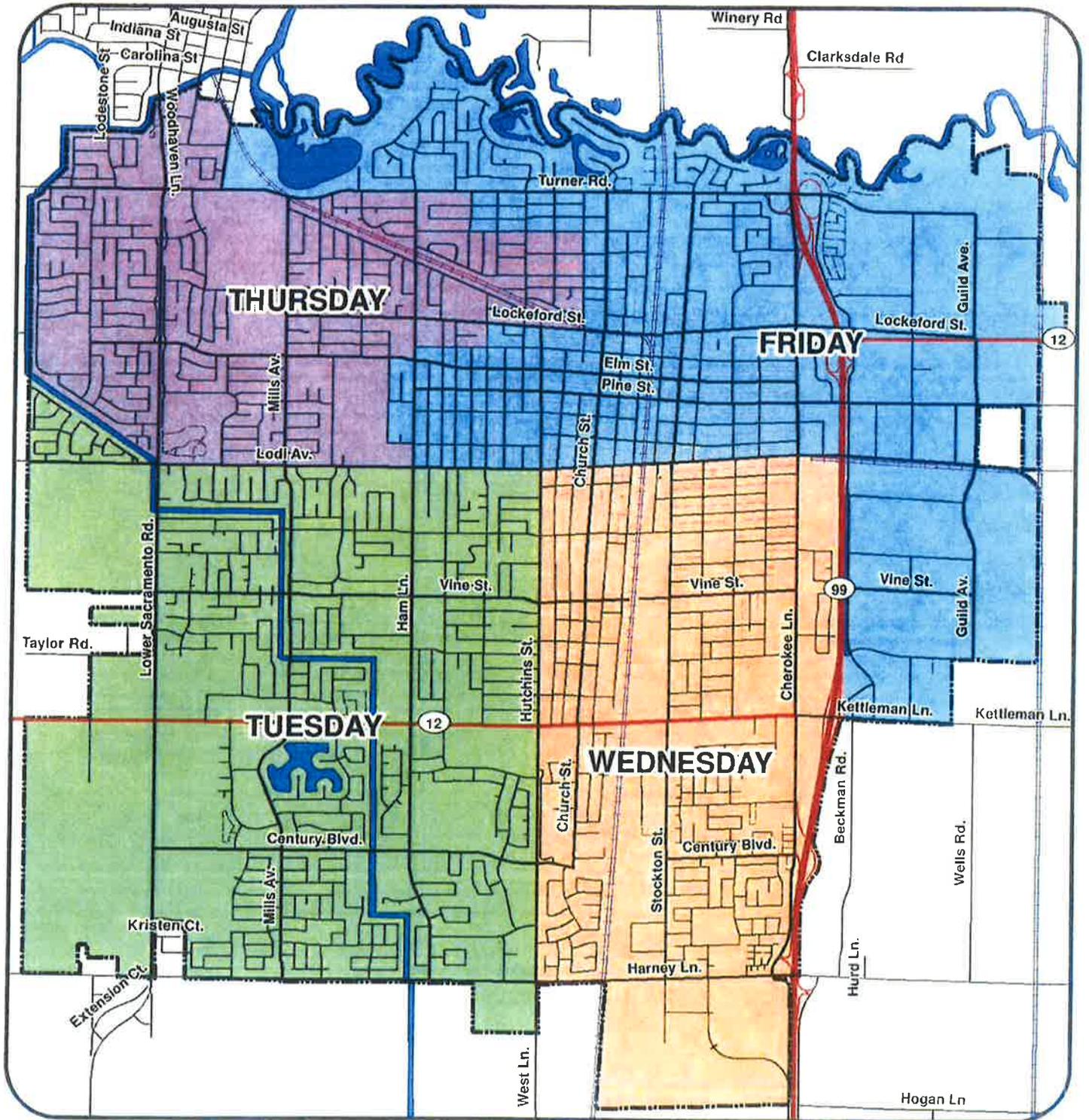




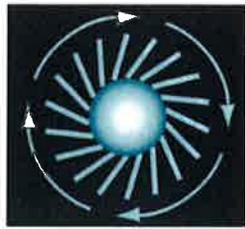
# CITY OF LODI

PUBLIC WORKS DEPARTMENT

## GARBAGE PICKUP DAYS



Garbage Pickup	
<span style="display:inline-block; width:15px; height:10px; background-color:lightgreen;"></span>	TUESDAY
<span style="display:inline-block; width:15px; height:10px; background-color:lightorange;"></span>	WEDNESDAY
<span style="display:inline-block; width:15px; height:10px; background-color:lightpurple;"></span>	THURSDAY
<span style="display:inline-block; width:15px; height:10px; background-color:lightblue;"></span>	FRIDAY



# CleanStreet

Cleaning Your Environment



**STREET SWEEPING SERVICES**

**EXCLUSIVELY FOR**

**CITY OF LODI**

**AUGUST 27, 2020**

1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247  
(800) 225-7316 x108

## BACKGROUND



CleanStreet has its headquarters in Gardena, California. CleanStreet was formerly known as California Street Maintenance and South Bay Sweeping.

Company founder and CEO Jere Costello began sweeping shopping centers in 1961. In 1969 with the help of George Graziadio and Imperial Bank, Jere purchased his first revolutionary and dependable Tymco Air Sweeper.

By 1973, the company had become one of the largest shopping center sweeping companies in Southern California. That year the company began sweeping its first municipality, Rolling Hills Estates. We will always be grateful to City Manager Harry Peacock for giving us that opportunity.

In 1978 Proposition 13 passed. All of sudden more cities became interested in saving money. Often potential municipal clients would say "of course we would like to contract for street sweeping services and save money, but how do we know you will do a good job? We have had some bad experiences with irresponsible and non-responsive contractors."

We would say, "We will make a simple promise to you and your City. We will sweep every street on time every day. We will instruct our operator to take as many passes as are necessary to clean every street thoroughly. If we ever do receive a complaint, we will re-sweep it immediately. No questions asked."

As word spread that we are a good dependable company, we slowly and steadily grew year after year. Our commitment to quality and customer satisfaction turned out to be an overwhelming success.

Today CleanStreet serves scores of municipalities and major private facilities with high quality cleaning and sweeping services. The key to our success is the fact that we kept that promise of quality to our clients.

CleanStreet takes pride in its high level of expertise that it brings to every job. We employ the best methods and the most effective equipment.

Our employees are well trained and enjoy good pay and healthcare benefits. Our employees take great pride in the quality of their work and in your complete satisfaction.



(800) 225-7316 x108  
1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247

# COMPANY INFORMATION



## COMPANY INFORMATION

**Business Name:** Clean Street, Inc.  
**Business Address:** 1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247  
**Business Type:** S Corporation \*Incorporated in California  
**Telephone:** (800)225-7316  
**Fax:** (310)538-8015

**State Contractor's License No. and Class:** #634131/ D-38 Sand and Water Blasting  
**Original Date Issued:** 10/30/2017 **Expiration Date:** 10/31/2020

## OWNER INFORMATION

**Owner:** Jere Costello  
**Title:** CEO/President  
**Office Location:** 1937 W. 169<sup>th</sup> Street  
Gardena, CA 90247  
**Telephone:** (800)225-7316  
**Fax:** (310)538-8015  
**Email:** jcostello@cleanstreet.com

## PROJECT CONTACT INFORMATION

### Main Contact \*

\* **Name:** Rick Anderson, Director of Business Development **Telephone:**(310)538-6986  
[randerson@cleanstreet.com](mailto:randerson@cleanstreet.com)

**Name:** Jeremiah Costello, Fleet Manager **Telephone:**(310)436-6582

**Name:** Mike Zamora, Operations Manager **Telephone:**(310)436-6560

**Name:** Alex and Lily, Dispatch **Telephone:**(310)538-6903

**Name:** Cynthia, Account Receivables Administrator **Telephone:**(310)436-6510

# QUALITY ASSURANCE



CleanStreet has established a fine reputation for providing the highest quality street sweeping services in the industry. We feel our attitude toward quality is the key to our success. It is far easier on everyone involved for the sweepers to do a good job the first time, rather than receive a complaint and have to return and sweep the street again later.

Our operators are encouraged to take as many passes as are necessary to do a great job. They take great pride in the complete satisfaction of the residents. Consequently, they receive very few complaints.

The quality of our services is the basis of our establishing long term relationship with our clients. We are confident that we can do an excellent job for the city. We would accomplish this by following these guidelines:

## **Skilled Operators**

We will sweep your City utilizing operators that have been properly trained and that have years of experience sweeping municipalities.

## **Quality Equipment**

We will provide these skilled operators with new model equipment that is in excellent operating condition and appearance.

CleanStreet equips its trucks with Global Positioning Satellite (GPS) system. All of the real-time data is monitored by CleanStreet's dispatchers. This permits CleanStreet to monitor the driver's speed, time and location.

All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules.

## **Standards of Quality**

We will make it clear to our operators that we will expect completely clean streets, regardless of the number of passes the sweeper must take to accomplish this.

We will expect our employees to take pride in their equipment, their work, and the community.

## **Supervision**

We will assign your City to a regular supervisor. The supervisor will visit the City on a daily basis during the first weeks of our operations. Once timings are set, the supervisor will visit the City at least once per week on monthly basis.

# QUALITY ASSURANCE



## **Complaints**

We will handle any and all complaints on the day they are received. We believe that responsiveness is key to establishing public confidence in our ability and integrity.

We also believe that the operator is more highly motivated to do a good job the first time if he knows he may have to come back again if he doesn't. Our operators take great pride in not receiving complaints and doing a great job the first time.

Our operators will check in with the designated city person on a daily basis to see if there are any complaints. If there are complaints, we will go out and re-sweep them immediately. We will always respond in less than 6 hours.

Our attitude toward quality and this level of service makes the whole sweeping program run smoothly.

## **Communications**

We have cellular phone contact with our operators at all times.

## **Emergencies**

We will provide the City with a 24-hour hotline number to handle all emergencies.

## **Back Up Equipment**

We will always have back-up equipment available to us at all times.

## **Toll Free line**

We will provide a toll free number to your City to receive field staff reports, complaints, emergencies or requests for extra work.

**Bids for Service**

Rate per curb mile applicable from October 1, 2021 to June 30, 2022 Total cost from September 1, 2020 to June 30, 2022 based on:

Rate/Curb mile \$ 43.00 x 50 curb miles = \$ 2,150.00 October 1, 2020 to June 30, 2021

Rate/Curb mile \$ 43.75 x 50 curb miles = \$ 2,187.50 July 1, 2021 to June 30, 2022

Total \$ 4,337.50

The City may renew the Agreement on annually for up to two additional years. The annual increase shall not exceed the Consumer Price Index (CPI) for the West Region, Urban, unadjusted. The maximum increase in any year shall not exceed five percent.

Either party may cancel the Agreement upon ninety (90) days written notice.

This document shall be sealed and submitted by 4:00 PM on Thursday, August 28, 2020 at the 1331 S. Ham Lane, CA 94240. All sealed proposals will be opened at the above address.

Name of Contractor: CleanStreet

Bidder's Signature:   
Rick Anderson,  
Director of Business Development

Per Senate Bill 854, contractors and listed subcontractors must be registered with the Department of Industrial Relations (DIR) prior to submitting bids to any public work contracts. Failure to comply will make bids non-responsive. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with DIR pursuant to Labor Code Section 1725.5.

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Notice is hereby given that the specifications for the above referenced project have been revised as follows:

**The Sample Professional Service Agreement (Exhibit B) is revised and is attached to this Addendum. Contractor shall review the revised Professional Service Agreement prior to submitting the bid proposal.**

**Be advised that the "Receipt of Addendum 1", attached hereto, must be submitted with the bid proposal.**

Date: August 18, 2020

Ordered by:



Lyman Chang  
Deputy Public Works Director/City Engineer

PROJECT:

**RFP for Street Sweeping Service  
City of Lodi**

Received from the City of Lodi ADDENDUM NO. 1 to the specifications for the above referenced project.

Date: 8/27/2020

By 

Rick Anderson

Director of Business Development

NOTE: This acknowledgment must be submitted with the Bid Proposal.



**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 Most Contracts**  
**(Not construction or requiring professional liability)**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

**Other Insurance Provisions:**

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

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

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

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

Signature: Janice D. Magdich  
Janice D. Magdich (Sep 21, 2020 16:48 PDT)

Email: jmagdich@lodi.gov

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT WITH CLEANSTREET, OF GARDENA,  
FOR STREET SWEEPING SERVICES

=====

WHEREAS, street sweeping plays an essential role for regular maintenance and pollution prevention of the City's Streets and stormwater management program; and

WHEREAS, with the City's significant growth in the last five years, staff is unable to absorb some of the newly-constructed developments; and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional Services Agreement with CleanStreet, of Gardena, for street sweeping services, in the amount of \$45,600.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with CleanStreet, of Gardena, California, for street sweeping services, in the amount of \$45,600, for the term of two years with two optional one-year extensions; 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: October 21, 2020

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I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR  
City Clerk



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova to Provide Brownfields Environmental Assessment and Grant Implementation Services for the Grant Period October 1, 2020 through December 30, 2023 (\$300,000)

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Business Development Manager

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**RECOMMENDED ACTION:** Adopt resolution authorizing the City Manager to execute a Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova to provide Brownfields Environmental Assessment and grant implementation services for the grant period October 1, 2020 through December 30, 2023 (\$300,000).

**BACKGROUND INFORMATION:** The City of Lodi applied for its second Brownfields Community-Wide Assessment Grant in late 2019. It received notification of a successful grant application in April of 2020. This grant will continue the brownfields program which began in 2015, which resulted in the compilation of an inventory of 51 brownfields into a database and the Phase I and Phase II environmental assessments of 14 properties located within the city limits.

On October 7, 2020, the City Council accepted the U. S. EPA Cooperative Agreement which reserved \$300,000 of federal brownfields assessment grant funds for the grant period beginning October 1, 2020 and ending December 30, 2023.

Staff recommends utilizing Stantec Consulting Services, Inc. (Stantec) to serve as the environmental consultant and provider of grant implementation services. Stantec served in this role for implementation of the City's FY 2015 community-wide assessment grant. Work performed by Stantec was of high quality and included similar tasks and activities which will be required in the completion of the FY 20 grant.

The U. S. EPA Project Manager has affirmed the City is in compliance with a qualifications based procurement. The original Professional Services Agreement with Stantec was procured in compliance with 2 CFR Parts 200 and 1500, 40 CFR and Lodi Municipal Code Section 3.20.075. In addition, on November 5, 2019, at a regularly scheduled City Council meeting, the City Council adopted Resolution No. 2019-274 approving Amendment No. 2 to the Professional Services Agreement with Stantec to authorize Stantec to assist the City in its application for the current grant at no additional charge. In the resolution, staff indicated it would seek City Council approval to authorize a new Professional Services Agreement with Stantec in the event the grant application was awarded.

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

Among the first grant implementation activities will be the formation of a Brownfields Advisory Committee that will serve as advisor and information conduit to other stakeholders. This will be followed by an update to the brownfields inventory of properties. The grant funds additional Phase I and Phase II assessments, regulated building material surveys, quality assurance project plan and sampling and analysis plans.

Staff anticipates adding brownfields assessment sites in the City's opportunity zone to the brownfields inventory.

**FISCAL IMPACT:** This grant is a 100 percent federal funded grant in the amount of \$300,000. Funds will be drawn down from the U. S. EPA upon approval of invoices for work completed.

**FUNDING AVAILABLE:** The grant expenditure account is 27083000.72450.

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Andrew Keys  
Deputy City Manager/Internal Services Director

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Astrida Trupovnieks  
Business Development Manager

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1**  
**PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation qualified to do business in California (hereinafter "CONTRACTOR").

**Section 1.2 Purpose**

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

CITY wishes to enter into an agreement with CONTRACTOR for the brownfields assessment environmental and grant implementation services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2**  
**SCOPE OF SERVICES**

**Section 2.1 Scope of Services**

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

**Section 2.2 Time For Commencement and Completion of Work**

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

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

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

**Section 2.3 Meetings**

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

**Section 2.4 Staffing**

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

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

**Section 2.5 Subcontracts**

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

**Section 2.6 Term**

The term of this Agreement commences on November 1, 2020 and terminates upon the completion of the Scope of Services or on December 30, 2023, 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: Business Development Manager

To CONTRACTOR: STANTEC CONSULTING SERVICES  
                                 3875 Atherton Road  
                                 Rocklin, CA 95765

**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 Federal Grant Contract Clauses**

Appendix II of the Uniform Grant Guidance (UGG) and Appendix A to 40 CFR Part 33 specify that certain clauses must be included in consultant contracts for the implementation of U. S. EPA grant funded activities. The aforementioned contract clauses are incorporated into this Professional Services Agreement as Exhibit E.

**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

STANTEC CONSULTING SERVICES INC.

By: \_\_\_\_\_  
jdm

By: \_\_\_\_\_  
Name: NEIL DORAN  
Title: Senior Geologist, Environmental Services

- Attachments:**
- Exhibit A – Scope of Services**
  - Exhibit B – Fee Proposal**
  - Exhibit C – Insurance Requirements**
  - Exhibit D – Federal Transit Funding Conditions (if applicable)**
  - Exhibit E – Federal Grant Contract Clauses**

**Funding Source:** 27083000.72450  
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

Signature:   
[Janice D. Magdich \(Oct 7, 2020 16:02 PDT\)](mailto:jmagdich@lodi.gov)

Email: [jmagdich@lodi.gov](mailto:jmagdich@lodi.gov)



Stantec Consulting Services Inc.  
3875 Atherton Road, Rocklin, CA 95765

October 1, 2020

Astrida Trupovnieks  
Business Development Manager  
City of Lodi  
221 West Pine Street  
Lodi, California, 95241

**Proposal: USEPA Brownfields Grant Implementation Services**

Dear Ms. Trupovnieks:

Stantec Consulting Services Inc. (Stantec) is pleased to provide this proposal to provide the City of Lodi (the City) with grant implementation services in continuation of our current work assisting the City with assessment and revitalization of brownfield sites.

**PROJECT BACKGROUND**

Since 2016 Stantec has provided the City with United States Environmental Protection Agency (USEPA) Brownfields Assessment Grant writing and implementation services. The City's FY2015 \$400,000 community-wide assessment grant closed in March 2020. Under Amendment #2 to our contract dated December 18, 2019 Stantec wrote and submitted a FY2020 brownfield assessment grant application that was subsequently awarded by USEPA in the amount of \$300,000. This proposal describes professional services to implement the City's grant and provides reference to our professional rates.

**SCOPE OF WORK – GRANT IMPLEMENTATION SERVICES**

Stantec will implement the scope of work identified for the environmental consultant within the final approved community assessment (CA) project work plan. In general, services to be provided by Stantec will include:

Task 1- Cooperative Agreement Oversight and Reporting

- Preparation and submission of Quarterly reports to City Project Manager (CPM) to the EPA as described in work plan.
- Preparation and submission of Property Profile Forms to align with Quarterly reports.
- Preparation and submission of Annual Reports to CPM for forwarding to EPA.
- Preparation and submission of Final Performance and Closeout Reporting to CPM.

Task 2- Inventory Update and Site Selection

- Updating of the brownfields inventory prior to beginning priority site activities to include a review of all sites, updating the database to reflect FY 2015 grant



October 1, 2020  
Page 2 of 5

**Proposal: USEPA Brownfields Grant Implementation Services**

accomplishments, contemplating next steps for existing sites, an identification of new priority sites, and a re-prioritization of sites, as needed.

- An inventory report with narrative of site descriptions, site accomplishments, current parcel map, and a prioritization narrative update.

### Task 3- Implementation of Phase I and II Environmental Site Assessments

These tasks will be completed with input from the Brownfields Advisory Committee (BAC).

- Preparation and submission of up to three regulated building material (RBM) surveys in buildings at priority sites, and the preparation of up to eight eligibility determination (ED) forms.
- Securing access agreements.
- Preparation and submission of one quality assurance project plans (QAPP) for submission to EPA.
- Preparation of up to four sampling and analysis plans (SAP).
- Preparation of health and safety plans (HASP) for assessments and surveys, as appropriate.
- Preparation of up to eight Phase I ESA and up to four Phase II ESA.
- Preparation of National Historic Preservation Act (NHPA Section 106 and Endangered Species Act Section 7(a)(2) submittals, as necessary.

### Task 4-Remedial Planning

- Preparation and submission of up to two remediation plans, including cost benefit analysis of alternatives or further environmental investigation.

### Task 5-Community Outreach

- Stantec will assist CPM develop a public engagement plan beginning with the formation of a new Brownfields Advisory Committee (BAC); assist in contacting members; and provide the BAC with meaningful project information to facilitate BAC involvement and decision-making regarding site selection and reuse.
- Stantec will assist CPM in preparing meeting agendas and presentations.
- Stantec will assist CPM in the development of a new brownfields web page and its update throughout the grant period.
- Stantec will assist the CPM at facilitating BAC meetings.
- Stantec will assist the CPM at recording BAC meetings and the distribution of BAC proceedings for review and approval by the BAC.



**Proposal: USEPA Brownfields Grant Implementation Services**

- Stantec will assist or lead outreach to local government partners, public or private property owners, and other stakeholders, as necessary.
- Stantec will participate in planning and coordination of calls or meetings with City staff to coordinate project activities.

As necessary, and consistent with the current project, Stantec will utilize select subconsultants and subcontractors to perform services associated with the assessment and reuse planning activities. Stantec will conduct outreach to additional firms including women- and minority-owned business enterprises as necessary to comply with USEPA's fair share objectives and the six 'good faith efforts' defined under 40 CFR, Part 33, Subpart C. Stantec will submit subcontractor and subconsultant information to the City for approval as well as copies of the proposed agreements to be executed.

### PROJECT SCHEDULE

Task	Activity or Milestone	Anticipated Schedule
Grant Implementation	Cooperative agreement start date	November 1, 2020
	Perform assessment, reuse planning, and other project activities	November 2020 - September 2023
	Cooperative agreement end date	September 30, 2023
	Deadline for submittal of final report	December 30, 2023

### PROJECT COSTS

Grant implementation services will be provided and invoiced consistent with the terms and conditions specified in our contract dated April 5, 2016 and subsequent amendments. Work by Stantec staff will be billed in accordance with the Standard Rate Table in effect in the year the work is performed. Rates are subject to an annual increase. A copy of the current rate table in effect for 2020 is provided as **Attachment A**. Subcontracted services (i.e., lab, drilling, etc.), meals, lodging, mileage, and external equipment and supplies will be billed at cost plus a standard markup of 10%. Company owned equipment used for field work will be billed on a unit rate basis (e.g., daily, weekly, etc.); the expense markup does not apply to these rates.

### REQUIRED FEDERAL GRANT CONTRACT CLAUSES

Appendix II of the Uniform Grant Guidance (UGG) and Appendix A to 40 CFR Part 33 specify that certain clauses must be included in consultant contracts for implementation of USEPA



October 1, 2020  
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**Proposal: USEPA Brownfields Grant Implementation Services**

grant funded activities. The following contract clauses should be incorporated into the Contract Amendment, if not already included in the existing contract:

**Equal Employment Opportunity:** *During the performance of this contract, STANTEC agrees as follows:*

(1) STANTEC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. STANTEC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) STANTEC will, in all solicitations or advertisements for employees placed by or on behalf of STANTEC, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) STANTEC will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) STANTEC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) STANTEC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of STANTEC'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and STANTEC may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



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**Proposal: USEPA Brownfields Grant Implementation Services**

(7) STANTEC will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. STANTEC will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event STANTEC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, STANTEC may request the United States to enter into such litigation to protect the interests of the United States.

**Clean Air Act and Clean Water Act:** (1) STANTEC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. STANTEC agrees to report each violation to CLIENT and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) STANTEC also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Debarment and Suspension:** STANTEC agrees that it is not listed on the government-wide exclusions in the System for Award Management (SAM).

**Byrd Anti-Lobbying Amendment:** STANTEC will fully comply with the applicable requirements of the Byrd Anti-Lobbying Amendment.

**Procurement of Recovered Materials:** STANTEC agrees as follows:

§ 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014].



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Proposal: USEPA Brownfields Grant Implementation Services

## CLOSING

Stantec sincerely appreciates this opportunity to continue to provide the City with professional services contributing to revitalization of the City's brownfield sites. Please feel free to contact us with any questions or feedback.

Sincerely,

## STANTEC CONSULTING SERVICES INC.

A handwritten signature in blue ink that reads "David Holmes".

**David Holmes**

Senior Associate, Environmental Services

Cell: 262-705-1721

david.holmes@stantec.com

**Attachments:**

A handwritten signature in black ink that reads "Neil Doran".

**Neil Doran**

Senior Geologist, Environmental Services

Cell: 510-919-0059

neil.doran@stantec.com

A – Stantec Standard Rate Table

Proposal: USEPA Brownfields Grant Implementation Services

**Attachment A**  
**Stantec Standard Rate Table**



## 2020 MASTER ENVIRONMENTAL SERVICES



Charges for all professional, technical, and administrative staff directly charging time to the project will be calculated and billed on the basis of the following schedule.

BILLING LEVEL	HOURLY RATE	DESCRIPTION
3 4 5	\$98 \$108 \$123	<p><b>Junior Level Position</b></p> <ul style="list-style-type: none"> <li>• Works under the supervision of a senior professional</li> <li>• Independently carries out assignments of limited scope using standard procedures, methods and techniques</li> <li>• Assists senior staff in carrying out more advanced procedures</li> <li>• Completed work is reviewed for feasibility and soundness of judgment</li> <li>• Graduate from an appropriate post-secondary program or equivalent □ Generally, less than four years' experience</li> </ul>
6 7 8	\$127 \$132 \$143	<p><b>Fully Qualified Professional Position</b></p> <ul style="list-style-type: none"> <li>• Carries out assignments requiring general familiarity within a broad field of the respective profession</li> <li>• Makes decisions by using a combination of standard methods and techniques</li> <li>• Actively participates in planning to ensure the achievement of objectives</li> <li>• Works independently to interpret information and resolve difficulties</li> <li>• Graduate from an appropriate post-secondary program, with credentials or equivalent □ Generally, three to six years' experience</li> </ul>
9 10 11	\$149 \$154 \$165	<p><b>First Level Supervisor or First Complete Level of Specialization</b></p> <ul style="list-style-type: none"> <li>• Provides applied professional knowledge and initiative in planning and coordinating work programs</li> <li>• Adapts established guidelines as necessary to address unusual issues</li> <li>• Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment</li> <li>• Graduate from an appropriate post-secondary program, with credentials or equivalent □ Generally, five to nine years' experience</li> </ul>
12 13 14	\$174 \$183 \$192	<p><b>Highly Specialized Technical Professional or Supervisor of Groups of Professionals</b></p> <ul style="list-style-type: none"> <li>• Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise</li> <li>• Participates in short and long range planning to ensure the achievement of objectives</li> <li>• Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures</li> <li>• Reviews and evaluates technical work</li> <li>• Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>• Generally, ten to fifteen years' experience with extensive, broad experience</li> </ul>
15 16 17	\$204 \$225 \$232	<p><b>Senior Level Consultant or Management</b></p> <ul style="list-style-type: none"> <li>• Recognized as an authority in a specific field with qualifications of significant value</li> <li>• Provides multidiscipline knowledge to deliver innovative solutions in related field of expertise</li> <li>• Independently conceives programs and problems for investigation</li> <li>• Participates in discussions to ensure the achievement of program and/or project objectives</li> <li>• Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects</li> <li>• Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>• Generally, more than twelve years' experience with extensive experience</li> </ul>

18	\$239	<b>Senior Level Management Under Review by Vice President or Higher</b> <ul style="list-style-type: none"> <li>• Recognized as an authority in a specific field with qualifications of significant value</li> <li>• Responsible for long range planning within a specific area of practice or region</li> <li>• Makes decisions which are far reaching and limited only by objectives and policies of the organization</li> <li>• Plans/approves projects requiring significant human resources or capital investment</li> <li>• Graduate from an appropriate post-secondary program, with credentials or equivalent</li> <li>• Generally, fifteen years' experience with extensive professional and management experience</li> </ul>
19	\$248	
20	\$258	
21	\$274	

*Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.*



# 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 Professional Services

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

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

### Other Insurance Provisions:

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

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

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

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

# EXHIBIT E

## REQUIRED FEDERAL GRANT CONTRACT CLAUSES

Appendix II of the Uniform Grant Guidance (UGG) and Appendix A to 40 CFR Part 33 specify that certain clauses must be included in consultant contracts for implementation of USEPA grant funded activities. The following contract clauses should be incorporated into the Contract Amendment, if not already included in the existing contract:

**Equal Employment Opportunity:** *During the performance of this contract, STANTEC agrees as follows:*

(1) *STANTEC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. STANTEC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*

(2) *STANTEC will, in all solicitations or advertisements for employees placed by or on behalf of STANTEC, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.*

(3) *STANTEC will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*

(4) *STANTEC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*

(5) *STANTEC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.*

(6) *In the event of STANTEC'S noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and STANTEC may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*

(7) *STANTEC will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. STANTEC will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event STANTEC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, STANTEC may request the United States to enter into such litigation to protect the interests of the United States.*

**Clean Air Act and Clean Water Act:** (1) *STANTEC agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution*

## EXHIBIT E

*Control Act, as amended, 33 U.S.C. 1251 et seq. STANTEC agrees to report each violation to CLIENT and understands and agrees that the CLIENT will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.*

*(2) STANTEC also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.*

**Debarment and Suspension:** *STANTEC agrees that it is not listed on the government-wide exclusions in the System for Award Management (SAM).*

**Byrd Anti-Lobbying Amendment:** *STANTEC will fully comply with the applicable requirements of the Byrd Anti-Lobbying Amendment.*

**Procurement of Recovered Materials:** *STANTEC agrees as follows:*

*§ 200.322 Procurement of recovered materials.*

*A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014].*

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES, INC., OF RANCHO CORDOVA, TO PROVIDE BROWNFIELDS ENVIRONMENTAL ASSESSMENT AND GRANT IMPLEMENTATION SERVICES FOR THE GRANT PERIOD OCTOBER 1, 2020 THROUGH DECEMBER 30, 2023

WHEREAS, the City of Lodi applied for its second Community-Wide Brownfields Assessment Grant in November 2019, and received notification of grant award in April 2020; and

WHEREAS, the City of Lodi accepted the U. S. Environmental Protection Agency Cooperative Agreement to implement the new grant by adoption of Resolution No. 2020-222 on October 7, 2020 in the amount of \$300,000; and

WHEREAS, Stantec Consulting Services, Inc., assisted the City of Lodi with the successful implementation of the FY 15 Brownfields Assessment Grant, and assisted in the preparation of the FY 20 Brownfields Grant application at no cost to the City; and

WHEREAS, by adoption of Resolution No. 2019-274, staff indicated it would seek City Council authorization to retain Stantec Consulting Services for grant implementation services if awarded the FY 20 grant; and

WHEREAS, the U. S. EPA Project Officer affirmed the original Professional Services Agreement with Stantec was the result of a qualifications based procurement completed in compliance with 2 CR Pats 200 and 1500, 40 CFR and Lodi Municipal Code Section 3.20.075; and

WHEREAS, based upon the proposal and rates proposed by Stantec to provide grant implementation services, staff recommends the execution of a new Professional Services Agreement with Stantec.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Stantec Consulting Services, Inc., of Rancho Cordova, California, for brownfields environmental assessment and grant implementation services in the amount of \$300,000, to be reimbursed by the grant award and appropriation of funds as outlined in City Council Resolution No. 2020-222; 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: October 21, 2020

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020 by the following votes:

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

JENNIFER CUSMIR  
City Clerk



CITY OF LODI  
COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing the City Manager to Execute a Professional Services Agreement with TINKER, LLC, a California Limited Liability Corporation to Deliver Energy Efficiency Education Curriculum to Middle School Children for a Two-Year Time Period with One, One Year Option to Renew, and Authorize the Expenditure Not To Exceed \$19,000 Per Year Contingent On Available Annual Appropriations

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Business Development Manager

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute a Professional Services Agreement with TINKER, LLC, a California limited liability corporation to deliver energy efficiency education curriculum to middle school children for a two-year time period with one, one year option to renew , and authorize the expenditure not to exceed \$19,000 per year contingent on available annual appropriations

**BACKGROUND INFORMATION:** Lodi Electric Utility provides its customers with energy efficiency programming in a variety of ways including rebates for the purchase of energy star rated appliances, custom business retrofits, LED lighting, low income energy assistance, and educational services. Utilities throughout California have implemented similar customer programs to help achieve the State's decarbonization goals and objectives. This programming is administered by third party contractors who specialize in energy efficiency and make their services available either independently or through a shared services agreement administed by either the Northern California Power Agency, or its southern counterpart, the Southern California Public Power Agency.

In 2019, Lodi Electric Utility sought quotes from three vendors, and recommended award of an energy efficiency educational professional services agreement with TINKER, LLC, the lowest and most responsive bidder. TINKER, LLC performed its scope of services in an exemplary manner and under budget. While school closures prevented in-person classroom instruction, TINKER, LLC was able to quickly adapt its curriculum to a 100 percent digital program at no additional cost. Furthermore, TINKER, LLC has agreed to add additional content to energy efficiency education on an annual basis at staff's direction. For example, in the current school year, TINKER, LLC will add the topic of electric vehicles to the curriculum for early introduction to the benefits of electric-powered vehicles to young people.

Staff recommends this multi-year agreement contingent on the availability of appropriations. The final report of the 2019-2020 program is attached for your review.

**FISCAL IMPACT:** Funds have been appropriated for this purpose in the FY 21 LEU operating budget.

**FUNDING AVAILABLE:** Funds are available in account 50465100.72450

Andrew Keys  
\_\_\_\_\_  
Andrew Keys  
Deputy City Manager/Internal Services Director

\_\_\_\_\_  
Astrida Trupovnieks  
Business Development Manager

APPROVED:   
\_\_\_\_\_  
Stephen Schwabauer, City Manager

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **ARTICLE 1 PARTIES AND PURPOSE**

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and TINKER LLC, a California Limited Liability 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 the delivery of an educational curriculum to teach Lodi Unified School District sixth graders about energy efficiency and water responsibility (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 November 1, 2020 and terminates upon the completion of the Scope of Services or on October 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 three (3) 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 4.10 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.

**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

TINKER, LLC, a California  
Limited Liability Corporation

By: \_\_\_\_\_  
jdm

By: \_\_\_\_\_  
Name: JOSEPH THRASHER  
Title: President

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

**Funding Source:** 50465100-72450; 56052006-72450  
(Business Unit & Account No.)

Doc ID:

CA:Rev.01.2015

*City of Lodi*  
**2020-2021 Energy & Water Efficiency Education Program  
Statement of Work**

This Statement of Work ("SOW") is entered into to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("SOW Effective Date") by and between THE CITY OF LODI ("CITY") and TINKER LLC ("CONTRACTOR").

Name(s) of Contact(s) for SOW:

TINKER LLC  
Joseph Thrasher  
President  
(800) 292-9054  
[joe.thrasher@tinkerprograms.com](mailto:joe.thrasher@tinkerprograms.com)

CITY OF LODI  
Astrida Trupovnieks  
Business Development Manager  
(209) 333-6874  
[atrupovnieks@lodi.gov](mailto:atrupovnieks@lodi.gov)

**Time for Performance of Services**

The guaranteed completion date for the Service is June 30, 2022 ("Guaranteed Completion Date"). The CITY is seeking services for a two-year base term with up to one additional one-year renewal option to extend the service agreement. The base term, and one year renewal, will align with each school year beginning with the current year.

**Program Overview**

Tinker's Energy Education Program is a digital science-based curriculum designed to teach students about energy and how to use it wisely. Offered as a completely turnkey program, Tinker manages all aspects of program implementation.

Working with City staff, Tinker designs and customizes lessons appropriate for students attending schools in which the City serves. Next, Tinker makes direct contact with individual eligible teachers using a variety of communication tools to introduce the program and collect enrollment commitments.

In response to the COVID-19 pandemic, Tinker offers teachers and students two unique program implementation methodologies.

*Traditional Program Delivery*

Delivered by the classroom teacher, the curriculum fits seamlessly within the current classroom setting. Materials are aligned to support state education standards, feature engaging digital content, and hands-on activities.

Using resources from our on-line platform or Web App, the teacher accesses an on-demand lesson training module. Armed with the information learned from the training, the teacher delivers the curriculum through unique classroom lessons. Each lesson includes resources such as video content, on-line assessments, virtual labs and more.

*Alternative Program Delivery (COVID-19 Response)*

In response to the COVID-19 pandemic, Tinker offers schools an alternative program delivery option. Within this delivery methodology the program lessons are delivered as digital independent student driven lessons with oversight from teachers. All lessons support state and federal education standards and include digital activities designed to maximize knowledge gain during distance learning. The lessons are delivered via Tinker's Web App which also includes on-line portals designed specifically for teachers, students and parents. Each portal disseminates relevant information to the user.

Through the Web App, the digital delivery of the program allows for a variety of tools are used to maximize engagement.

1. All program actions are tracked and recorded in real-time. The data is published within an on-line dashboard in which client staff is supplied credentials to access and follow program progress.
2. Additional engagement opportunities for other City sponsored programs can be promoted within the relevant portal.

Upon completion of the lessons, students are provided an energy conservation kit containing home energy saving devices. Using the kit, the student completes exercises that require measuring current home energy use, retrofitting home energy use devices with the high efficiency devices from their kit, and measuring their new home energy use. This gives families the opportunity to immediately and consistently conserve energy.

Throughout the program students' complete simple surveys and assessments. This data is collected, analyzed and summarized to gauge the impact of the curriculum on students. At the close of the unit, the student with their parents, complete a pledge to continue to conserve energy.

At the end of the school year all data generated from the lessons as well as any predefined success metrics are collected and presented in a Final Report.

### Participation Goals

Based on the budgets identified on page 8, CONTRACTOR estimates the program will reach the following:

Program Year	Teachers	Students
FY2021	20	529
FY2022	20	529
FY2023 (optional)	20	529

### Materials

Tinker's Energy & Water Efficiency Education Program consists of both print and digital materials for Students and Teachers. Materials are as follows:

*Each Student will receive:*

Student Materials	
PRINT	In-class Student Workbook
PRINT	Letter to Parents Introducing the Program (English and Spanish)
DIGITAL	Student Learning Portal

Take-Home Energy & Water Efficiency Kit
High Efficiency Showerhead (1.5 GPM, Watersense Certified)
Bathroom Faucet Aerator (1.0 GPM, Bubble Spray)
Kitchen Faucet Aerator (1.5 GPM, multi-function, swivel, shut-off valve)
(2) LED A-Lamps. (omni-directional, 9W, 2700K dimmable, energy star)
LED Night Light (0.5W, Dusk to Dawn sensor)
Toilet Leak Detector Tablets (2-Pack)
Outdoor Watering Measurement Gauge
Water Flow Meter Bag

*Each Teacher will receive:*

Teacher Materials	
PRINT	Teacher Edition Guide
DIGITAL	Teacher Administration Portal

Take-Home Energy & Water Efficiency Kit
High Efficiency Showerhead (1.5 GPM, Watersense Certified)

Bathroom Faucet Aerator (1.0 GPM, Bubble Spray)
Kitchen Faucet Aerator (1.5 GPM, multi-function, swivel, shut-off valve)
(2) LED A-Lamps. (omni-directional, 9W, 2700K dimmable, energy star)
LED Night Light (0.5W, Dusk to Dawn sensor)
Toilet Leak Detector Tablets (2-Pack)
Outdoor Watering Measurement Gauge
Water Flow Meter Bag

### Key Tasks for the Energy & Water Efficiency Education Program

#### Task 1: Launch

- 1.1 Establish Communication Plan
- 1.2 Identify Eligible Schools
- 1.3 Program Customization
- 1.4 Materials Publication / Kit Production

#### Task 2: Implementation

- 2.1 Teacher Outreach & Enrollment
- 2.2 Materials Assembly & Shipment
- 2.3 Teacher Confirmation & Support

#### Task 3: Assessment & Reporting

- 3.1 Data Collection
- 3.2 Teacher Program Evaluation
- 3.3 Reporting

Task 1: Launch

Due dates for deliverable (month and year) will automatically adjust each year of implementation.

#### 1.1 Establish Communication Plan

CONTRACTOR will work with the CITY to establish a program communications plan. The plan will establish a schedule of regular meetings, by phone or in person, identify data points to be reported upon, determine regular or ad-hoc reporting requirements as well as any other desired communiqué.

*Deliverable: Communication Plan*

*Due Date: One week from contract execution*

#### 1.2 Identify Eligible Schools

The CITY is free to identify any specific areas to target for outreach and program participation. Target program area(s) will be defined by a list of zip codes or schools supplied by the CITY.

*Deliverable: Targeted School List*

*Due Date: Two weeks from contract execution*

### 1.2 Program Customization

CONTRACTOR will customize the program to incorporate the CITY's desired messaging and branding. This includes customization of lessons and content, incorporation of any PR objectives, integration of any additional residential energy & water efficiency programs, including additional questions within assessments to meet desired reporting requirements.

- *CONTRACTOR will develop and incorporate content related to Electric Vehicles that is consistent with the City's message.*

Digital samples or mock-ups of the materials will be sent to the CITY for review and approval prior to production. Upon receipt of final approval, materials will be produced in preparation for shipment to enrolled classrooms.

*Deliverable: Digital proofs of customized materials*

*Due Date: Three weeks from contract execution*

### 1.3 Materials Publication / Kit Production

Upon receipt of final approval, materials will be produced in preparation for shipment to enrolled classrooms. Completed print materials and Take-Home Energy & Water Efficiency Kits will be held for direct distribution to classes based on their preferred implementation timing.

*Deliverable: Sample of printed material*

*Due Date: Four weeks from contract execution*

### 2.1 Teacher Outreach & Enrollment

CONTRACTOR will make direct contact with individual eligible teachers, using a variety of communication tools to introduce the program and collect enrollment commitments.

*Deliverable: Executed enrollment commitment*

*Due Date: Three weeks from contract execution to March 30, 2021*

### 2.2 Materials Assembly & Shipment

Each program delivery methodology offers a distinct shipping process as described:

1. **Traditional Program Delivery.** Energy Conservation Kits and materials are shipped in bulk to the enrolled classrooms. The quantity of materials sent is based upon the Teacher's verbal or written confirmation of the number of students enrolled in their class. Specific materials are defined in Table 1 above.
2. **Alternative Program Delivery (COVID-19 Response).** Energy Conservation Kits will be mailed directly to the student home. Adhering to privacy laws, students ask their parents to request an Energy Conservation Kit by completing an online request form. Once received the request is processed and a single kit is mailed directly to the student home.

*Deliverable: Shipment and tracking information*

*Due Date: Three weeks from contract execution to March 30, 2020*

### 2.3 Participant Support

CONTRACTOR will provide support for participating schools, teachers, students and parents from contract execution until contract termination. Proactive communication via email and phone with participating schools and teachers will be conducted in the following intervals:

- Program Launch
- Two weeks after launch
- Monthly until the teacher concludes the program

Proactive communication with teachers will be provided ad-hoc based upon the pre-defined situations. These will be defined in the Communication Plan.

In addition to prescribed communication intervals, responsive program support will be available through the following mediums:

- Phone. Support will be available from 7:30am to 5pm Monday through Friday.
- Email. Responses to emails received from 7:30am to 5pm Monday through Friday will be provided within two hours. Responses to emails received afterhours, on weekends or holidays will be provided the next business day.
- Chat. Support will be provided via an online chat feature from 7:30am to 5pm Monday through Friday.

*Due Date: Two weeks from contract execution to June 30, 2021*

*Terms of Assistance and Support of City of...*

### 3.1 Data Collection

CONTRACTOR will collect data from teachers, students and parents through assessments and survey's during the implementation of the program. Collected data will be securely stored and available in real-time to the CITY.

*Due Date: Contract execution to June 30, 2021*

### 3.2 Teacher Program Evaluation

CONTRACTOR will work with the CITY to develop, coordinate and implement a program evaluation for teachers.

*Deliverable: Teacher Program Evaluation*

*Due Date: Three weeks from contract execution*

### 3.3 Reporting

CONTRACTOR will prepare a Final Program Report presenting information on program participation, implementation steps and data collected. The Final Program Report will be prepared at the end of the school year and provided to the CITY.

*Deliverable: Final Program Report*

*Due Date: June 30, 2021*

## Budget and Compensation

CONTRACTOR will not exceed the budget without written authorization from the CLIENT.

**FY2021 TOTAL BUDGET NOT TO EXCEED: \$19,000**

*Budget Expires 6/30/2021*

**FY2022 TOTAL BUDGET NOT TO EXCEED: \$19,000**

*Budget Expires 6/30/2022*

**FY2023 ONE YEAR OPTION**

**TOTAL BUDGET NOT TO EXCEED: \$19,000**

*Budget Expires 6/30/2023*

## CONTRACTOR RATE SHEET

*Rates are valid to June 30, 2023*

	Rate
<i>End to End Program Services</i>	\$249.99 per teacher
<i>Student Access, Contests &amp; Grants</i>	\$6.99 per student
<i>Conservation Kits</i>	\$17.99 per kit plus tax
<i>*Sales Tax</i>	8.25%

- Sales Tax @ 8.25% is applied to Conservation Kits
- Actual program costs are based on the total number of teachers and students that enroll and are provided the program materials.
- The amount is all-inclusive and no other fees or costs for materials or services identified in this SOW will be incurred.
- The CITY will only be invoiced for teachers and students that participate.
- The CONTRACTOR will not exceed the established budget without written authorization from the CITY.



## 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 Professional Services

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

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

#### Other Insurance Provisions:

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

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

- (d) Severability of Interest Clause  
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractor's commercial general liability and automobile liability policies.
- (e) Notice of Cancellation or Change in Coverage Endorsement  
This policy may not be canceled without 30 days' prior written notice of such cancellation to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

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

# Tinker LLC

Overall Status: **APPROVED**



INFO CONTRACT NUMBER	PROJECT NUMBER	PROJECT NAME	DEPARTMENT NAME	PROJECT STATUS
		Business Development	Electric Utility	<b>APPROVED</b>

## Required Policies ^

<b>General Liability Agent</b>	12/02/2019 — 12/02/2020 Policy: 57 SBA R15876 SC Insurer: <u>The Hartford</u>	Each Occurrence: \$1,000,000 Fire Damage (any one fire): \$ Med.exp (any one person): \$10,000 Personal/adv Injury: \$1,000,000 General (Aggregate): \$2,000,000 Products-comp/op Agg: \$2,000,000	<b>APPROVED</b> ▾
<b>Automobile Liability Agent</b>	12/02/2019 — 12/02/2020 Policy: 57 SBA R15876 SC Insurer: <u>The Hartford</u>	Combined Single Limit (Ea Accident): \$1,000,000 Bodily Injury (Per Person): \$ Bodily Injury (Per Accident): \$ Property: \$	<b>APPROVED</b> ▾
<b>Excess</b>	-	-	<b>WAIVED</b> ▾
<b>Workers Compensation Agent</b>	11/30/2019 — 11/30/2020 Policy: TWC3745261 Insurer: <u>Am-Trust North America</u>	E.L. Each Accident: \$1,000,000 E.L. Disease - Ea Employee: \$1,000,000 E.L. Disease - Policy Limit: \$1,000,000	<b>APPROVED</b> ▾
<b>Professional/Liability Agent</b>	02/13/2020 — 02/13/2021 Policy: UDC-4406989-EO-20 Insurer: <u>Hiscox Insurance Company, Inc.</u>	Limit: \$2,000,000	<b>APPROVED</b> ▾

## Required Documents ▾

## User Uploaded Documents ▾

Requirements Notes:

Help



**TINKER**

ENERGY + WATER  
EDUCATION PROGRAMS

TINKERPROGRAMS.COM



# ANNUAL REPORT

Lodi Electric Utility Energy Education Program

Spring 2020

Prepared for:  
**Astrida Trupovnieks**

Report Date  
**June 2020**

ENERGY EDUCATION PROGRAM

MESSAGE FROM  
**TINKER LLC**



Dear Astrida,

We wanted to take a moment to express our appreciation and gratitude for selecting Tinker as the vendor to deliver your Energy and Water Education Program. We are particularly grateful for your support during the unprecedented COVID-19 pandemic which significantly impacted the delivery of your program within the schools. Because of this support we were able to quickly transition and offer useful distance learning resources to your teachers and students.

We truly appreciate your support and thoroughly enjoyed working with you this year. Thanks again!

Cheerfully,



Joseph Thrasher



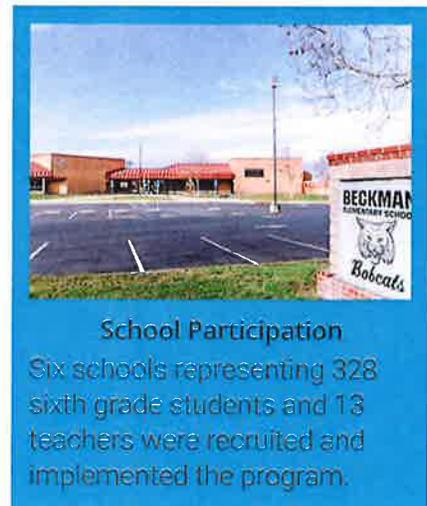
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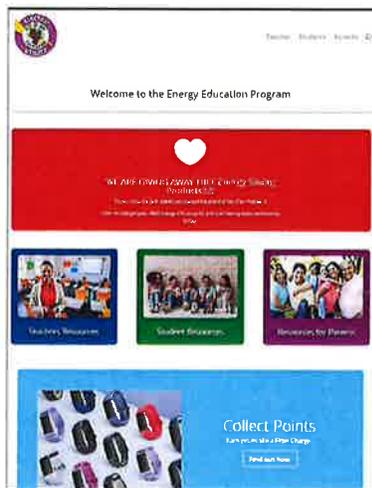
# 1 | EXECUTIVE SUMMARY

Tinker LLC is pleased to submit this annual report describing the implementation and subsequent outcomes of the Lodi Electric Utility Energy Education Program. The program educated future rate payers (students) and current rate payers (their teachers and parents) about energy and how to use each responsibly

Beginning in January 2020 through June 2020, Tinker LLC supported Lodi Electric Utility's energy efficiency education efforts through the end to end implementation of an energy education program within local schools. The program included a digital energy efficiency curriculum designed to demonstrate how small changes in energy use can make a big impact on overall energy consumption. Students learn about energy within the community, are taught how to use our energy responsibly and develop energy use skills that can be used for a lifetime.



The program featured on-demand teacher training, classroom lessons that support federal & state education standards, and take-home energy efficiency kits for each student. Tinker LLC manages all aspects of program design and implementation including; school recruitment, lesson development, day to day program management and reporting.



Lodi Electric Utility Web-App

In March 2020, school facilities were closed due to the COVID-19 pandemic. This required Tinker LLC to explore ways to continue implementation by introducing innovative modifications to the program that were appropriate under these extraordinary circumstances. The modifications included new student driven online curriculum, a modified distribution method for the energy efficiency kits as well as continued effort to identify, develop, and solidify partnerships with schools served by Lodi Electric Utility.

Below are the program highlights:

1. **Lessons delivered through an online platform.** Using an online delivery platform, our state-of-the-art solution reflects the transition schools have made during distance learning to digital curriculum. Our online platform, or Web App, included portals for teachers, students and parents. Each portal contains relevant content and activities.
2. **Lesson content.** During this time teachers required digital lessons that were developed and easy to assign to students. As such, the program lessons were designed as digital independent student driven lessons with oversight from teachers. Moreover, each lesson supplemented the traditional curriculum taught and supported education standards.
3. **Knowledge retention.** Students completed a pre-assessment prior to beginning the program to determine the baseline knowledge of students. Assessments were administered at the end of each lesson. At the conclusion of the program a post assessment was administered to determine knowledge gain.
4. **Behavior change strategies.** In addition to energy education, the program incorporated age-appropriate behavior change strategies. This includes assigning points and badges for actions taken as well as promoting commitment with a pledge to take action.
5. **Energy Efficiency Kits.** As part of the program Energy Efficiency Kits were made available to each student and teacher participating. However, due to the COVID-19 pandemic delivery of the energy efficiency kits transitioned from distribution by teachers within the classroom setting to delivery directly to student homes. Parents were asked to provide shipping information which resulted in one hundred ninety-nine (199) kits shipped to families. The kits were packed with high efficiency products that when installed help to curb household energy usage while reducing green house gas emissions. Students work with their parents to install the products and report their actions.



#### Knowledge Gained

In the baseline assessment of sustainability knowledge, the average student correctly answered 7.03 out of 11 questions. After participating, the average student correctly answered 2.93 more questions over the baseline. A 42% increase!



#### Energy Efficiency Kits

Custom branded Energy Efficiency Kits were made available to each student and teacher participating. Kits were shipped directly to homes upon request. 199 families requested and were shipped kits.

## 2 | PROGRAM DESCRIPTION

Tinker’s Energy Education Program is a digital science-based curriculum designed to teach students about energy and how to use it wisely. Offered as a completely turnkey program, Tinker managed all aspects of program implementation.

Working with City staff, Tinker designed and customized lessons appropriate for students attending schools in which the City serves. Next, Tinker made direct contact with individual eligible teachers using a variety of communication tools to introduce the program and collect enrollment commitments.

### **Alternative Program Delivery (COVID-19 Response)**

In March 2020, school facilities were closed due to the COVID-19 pandemic. In response, Tinker implemented an alternative program delivery option.

Within this delivery methodology the program lessons were designed as digital independent student

driven lessons with oversight from teachers. All lessons supported state and federal education standards and included digital activities designed to maximize knowledge gain during distance learning. The lessons were delivered via Tinker’s Web App which also included on-line portals designed specifically for teachers, students and parents. Each portal disseminated relevant information to the user.



*Student eLearning Portal*

Through the Web App, the digital delivery of the program allowed for a variety of tools that were used to maximize engagement.

1. All program actions were tracked and recorded in real-time. The data was analyzed and used to inform unique actions by program staff and published within an on-line dashboard. City staff was supplied credentials to access the dashboard and encouraged to follow program progress.
2. Additional engagement opportunities for other Lodi Electric Utility programs were promoted within the relevant portal.



Upon completion of the lessons, students are filled with new energy efficiency knowledge. Each student was provided a energy efficiency kit containing home energy saving devices. During the final lesson the student completes exercises that require measuring current home energy use, retrofitting home energy use devices with the high efficiency devices from their kit, and measuring their new home energy use. This gives families the opportunity to immediately and consistently conserve energy.

Throughout the program students complete simple surveys and assessments. This data is collected, analyzed and summarized to gauge the impact of the curriculum on students. At the close of the unit, the student with their parents, complete a pledge to continue to conserve energy.

At the end of the school year all data generated from the lessons as well as any predefined success metrics are collected and presented in this Final Report.



# OUR TEAM

## **KATIE THRASHER**

**CO-FOUNDER & CEO**

Katie brings fifteen years of experience as an educator to serve a multitude of roles at Tinker. A credentialed teacher in the state of California, Katie spent several years as an elementary school teacher. Prior to co-founding Tinker, she served as a consultant contributing to the educational design of utility-provided energy education programs. She is responsible for Tinker's long-term vision and the implementation of the company's strategic plan.

## **JOE THRASHER**

**CO-FOUNDER & PRESIDENT**

Joe Thrasher serves as Tinker's President. With over nineteen years of experience in designing and implementing energy education programs, Joe is an expert in the efficiency education space. As one of the company founders, Joe is responsible for the overall design and implementation of Tinker's efficiency programs.

## **MIKE HENRY**

**CIO**

Mike is Tinker's chief software architect and serves as Tinker's CIO. He has twenty years of experience, having participated in a wide range of software endeavors spanning from flagship and commercial products to mission critical internal applications. Mike drives all things related to Tinker's Web App and back end databases.

## **HEATHER DEVANY**

**DIRECTOR OF EDUCATION**

Heather Devany serves as our Director of Education. She oversees the creation and development of Tinker's education content and delivery. Mrs. Devany has spent twenty years in education. Three years as an administrator and fifteen years as a classroom teacher. She has taught 2nd, 3rd, 5th and 6th grade and has twice been a member of the California Distinguished School writing committee.

## **DAN NATIVIDAD**

**DIRECTOR OF MARKETING**

Dan Natividad serves as our Director of Marketing. He oversees the outreach and marketing of the program to schools and teachers. His marketing campaigns utilize a wide range of marketing tactics such as grass-roots social campaigns, traditional media, and digital marketing. Dan has spent sixteen years implementing strategic marketing plans for organizations.

# 3 | PROGRAM OPERATION

The successful administration of the Energy Education Program was guided by Tinker's proven operational plan. The program operated in three distinct phases:



## PHASE 1: LAUNCH

**The foundation of the Energy Education Program.**

Program launch includes outreach and implementation planning as well as customization and production of outreach and curriculum materials.



## PHASE 2: IMPLEMENTATION

**Stakeholder objectives merge to achieve desired outcomes.**

Implementation includes teacher outreach and enrollment and the shipment of curriculum materials.



## PHASE 3: ASSESSMENT & REPORTING

**Data is collected, measured and assessed to determine outcomes.**

Assessment and reporting includes collection of programmatic data through various mediums, effectively evaluating the data and generating this report.

## PROGRAM DEVELOPMENT

We design amazing programs giving students the creative license to sustainability topics while forging an unforgettable experience and delivering lasting results for you.

**PHASE 1**

**3.1 | LAUNCH**

**3.1.1 TIMELINE**

		Nov	Dec	Jan	Feb	Mar		April	May	June	
Phase 1: Launch	Contract Agreement Executed	█					TRANSITION TO DISTANCE LEARNING				
	Branding information provided by the City		█								
	Teacher and student incentive program developed		█								
	Digital materials published		█	█							
	Quality control checks performed on all materials			█							
	Eligible school information identified	█									
Phase 2: Implementation	Teachers & schools introduced to the program			█	█	█			█		
	Participation commitments collected			█	█	█			█		
	Access to digital materials granted			█	█	█			█		
	Energy Efficiency Kits shipped								█	█	
	Communication with teachers			█	█	█			█	█	
	Collection & evaluation of program data								█	█	█
Phase 3: Reporting	Program closed to participation									█	
	Program data compiled and analyzed								█	█	
	Final report developed and delivered									█	

## 3.1.2 EDUCATION A TO Z

### What we do best

During the Energy Education Program teachers, students and parents are provided with a variety of resources expertly designed to educate and encourage energy efficiency behaviors via the online web-app. Each resource is designed to facilitate successful instruction and to stimulate engagement within each participating segment. The resources provided for each segment are described below.



*Lodi Electric Utility Web-App*

## TEACHER PROGRAM RESOURCES

Participating teachers are provided access to the teacher portal within the web app. Resources available include:

- Video instructions to guide teachers through administration of the program.
- Optional download of step by step administration instructions for reading.
- Access to each lesson within the curriculum.
- Lessons can contain
  - On-Demand videos
  - Streaming video content
  - Individual Student Activities
  - Assessments and more!
- Access to the digital Program Evaluation Survey.



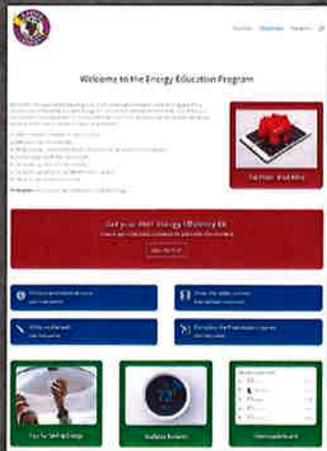
## PARENT PROGRAM RESOURCES



Parents of participating students are provided access to the parent portal within the web app. Resources available include:

- Ability to request a FREE energy efficiency kit on behalf of their student.
- Access to additional energy efficiency resources offered by the City.
- Access to the digital Program Evaluation Survey.
- Access to energy efficiency rebates offered by the City.

## STUDENT PROGRAM RESOURCES



Students are provided access to the student portal within the web app. Resources available include:

- eLearning Energy Lessons
- Ability to request a FREE energy efficiency kit with their parent.
- Video instructions guiding participants through different actions they can take home to use energy more efficiently.
- Access to digital Questionnaires and Assessments.
- Additional energy efficiency information provided by the City

### 3.1.3 ENERGY EFFICIENCY KITS

Small changes can make a big impact

Each student and teacher participating in the Energy Education Program had the opportunity to receive a take home energy efficiency kit. The kit was full of tools and retrofit devices that contribute to immediate energy savings at home.

Each kit contained the following items:

- Showerhead
- Kitchen Faucet Aerator
- Bathroom Faucet Aerator
- Two LED Light Bulbs
- LED Night Light
- Water Flow Rate Bag
- Toilet Leak Detector Tablets
- Outdoor Watering Gauge
- Direct Printed Reusable Tote Bag



ENERGY EFFICIENCY KIT



#### ENVIRONMENTALLY RESPONSIBLE



The energy efficiency kit was delivered in a re-usable grocery tote. The tote was branded with the Lodi Electric Utility logo.



#### INNOVATIVE IDEAS



To continue program implementation during the COVID-19 pandemic, parents were asked to provide shipping information so kits could be delivered directly to their home.



#### MOBILE VIDEO CONTENT



On-line product installation videos were made available to students and parents,

## PHASE 2

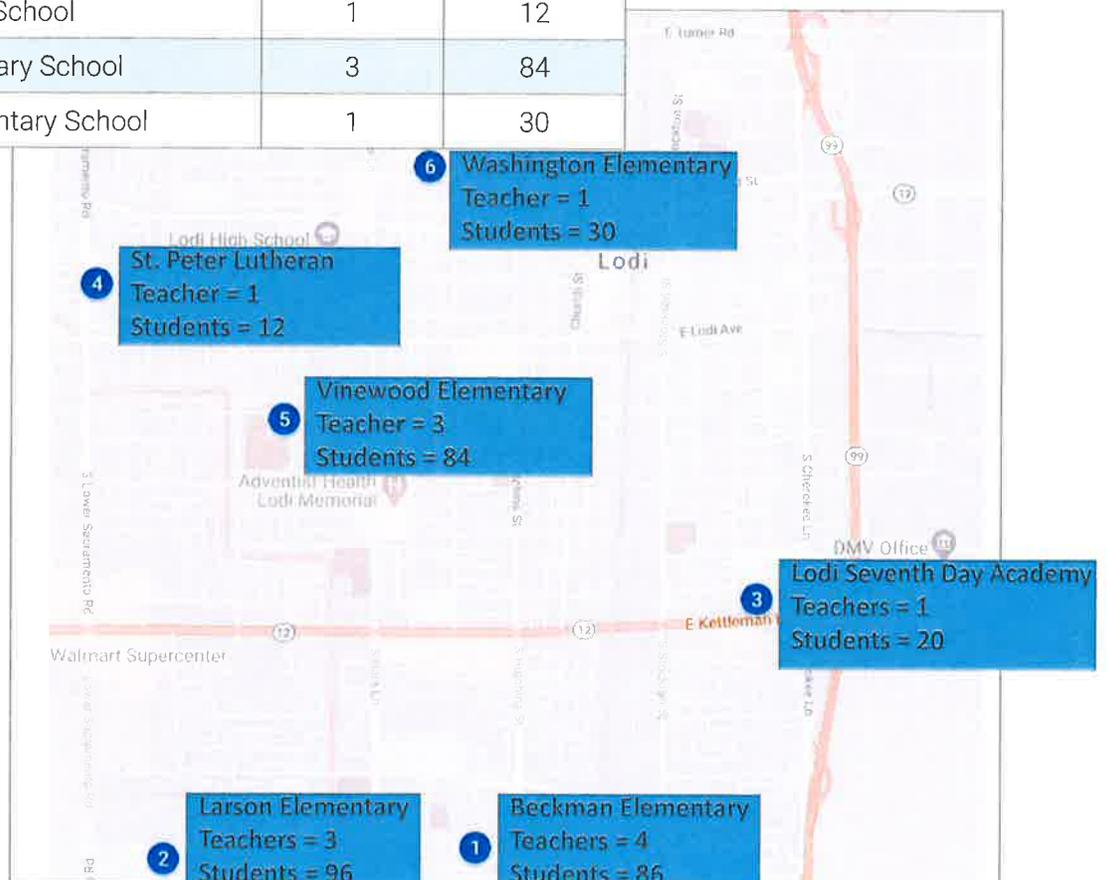
### 3.2

# IMPLEMENTATION

## 3.2.1 PARTICIPATION

During the spring 2020 school year, middle school teachers at schools served by the City were introduced to the program and asked to participate. Commitments were received from six schools representing 328 sixth grade students and 13 teachers. A table and a map displaying the participating schools can be found below:

School	Teachers	Enrollment
Beckman Elementary School	4	86
Ellerth Larson Elementary School	3	96
Lodi Seventh Day Adventist Elementary	1	20
St. Peter Lutheran School	1	12
Vinewood Elementary School	3	84
Washington Elementary School	1	30



## 3.2.2 EDUCATION CONTENT

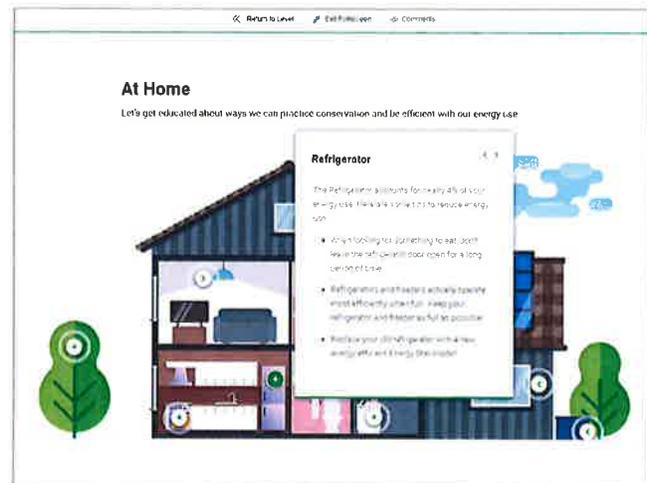
### Regional and relevant lessons

Through our state-of-the-art online delivery platform teachers and students can access the digital curriculum designed specifically for distance learning. The online delivery provides safe, convenient, and instant access to lessons with just a few simple clicks. The lessons are designed to build upon and supplement the science, math and language arts curriculum taught. Students navigate their way through the lessons as the teacher remotely monitors progress.

To support the City's educational goals, Tinker developed lessons specifically for the City. Each lesson included regional and relevant information and supported federal and state education standards.

Lessons included:

1. Natural Resources
2. Electrical Generation & the Grid
3. Drought
4. Water & Energy Nexus
5. Efficiency & Conservation
6. Energy Pledge



## PHASE 3

# 3.3 | ASSESSMENT

During the Energy Education Program, data was collected at various points throughout and evaluated to assess desired program outcomes. This includes measuring student knowledge gained during the program, projected energy savings from the installation of the items within the energy efficiency kit and participant feedback.

### 3.3.1 KNOWLEDGE ADVANCEMENT

To identify the baseline knowledge of concepts taught, students completed a pre assessment prior to beginning the program. At the close of the program students completed a post-assessment. The results were used to determine if the lessons were effective thus resulting in a net gain of knowledge. The outcome is below:

#### PRE-ASSESSMENT



ON THE AVERAGE STUDENTS CORRECTLY ANSWERED 7.03 OUT OF 11 QUESTIONS IN THE BASELINE STUDENT ASSESSMENT **PRIOR** TO BEGINNING THE PROGRAM

#### POST-ASSESSMENT



ON THE AVERAGE STUDENTS CORRECTLY ANSWERED 9.96 OUT OF 11 QUESTIONS IN THE POST STUDENT ASSESSMENT **AFTER** COMPLETING THE PROGRAM

42% 

AFTER PARTICIPATING IN THE PROGRAM, STUDENTS INCREASED THEIR KNOWLEDGE BY CORRECTLY ANSWERING 2.93 MORE QUESTIONS OVER THE BASELINE. DEMONSTRATING A 42% INCREASE IN KNOWLEDGE

At the conclusion of each lesson, students were asked to complete a lesson assessment. The assessment was designed to measure knowledge growth within the topic as well as to reinforce the education. The results are used to determine the effectiveness of each lesson. The table below contains the average student score within each lesson assessment.

Lesson	Assessment
Natural Resources	91%
Electrical Generation and the Grid	85%
Drought	96%
Water Energy Nexus	74%
Efficiency & Conservation	88%
Energy Pledge	98%



### 3.3.2 PARTICIPANT EVALUATIONS

#### Feedback is the key to continuous improvement

At the conclusion of the unit teachers, students and parents were asked to complete an online evaluation of the program. Evaluations were designed to elicit specific feedback from each group. Highlights are below:

#### PARENT PROGRAM EVALUATION

- 1. How would you rate the FREE energy efficiency kit? 
- 2. Would you like to see this program continue? YES: 100%
- 3. Did you and your family change the way you use energy? YES: 100%
- 4. After installing the efficient products, did you purchase any more on your own? NO: 100%
- 5. Were the product installation videos clear? YES: 100%

\*18 PARENTS RESPONDED TO THE OPTIONAL SURVEY

#### STUDENT PROGRAM EVALUATION

- 1. Did you enjoy the program? 
- 2. Was the on-line content easy to use? YES: 93%
- 3. Would you like to see this program continue? YES: 95%
- 4. Did you and your family change the way you use energy & water? YES: 95%

\*246 STUDENTS RESPONDED TO THE OPTIONAL SURVEY

## TEACHER PROGRAM EVALUATION

1. Overall how satisfied were you with the program: 
2. Did this program support education standards in your grade level? YES: 100%
3. Was the on-line content and lessons easy to use? YES: 85%
4. Was the program staff knowledgeable and courteous? YES: 100%
5. Did the program staff effectively answer all of your questions? YES: 100%
6. How satisfied were your students with this program? 
7. In your opinion, were parents effectively engaged? YES: 50%
8. Would you conduct the program again if given the opportunity? YES: 100%
9. Would you recommend this program to your colleagues? YES: 100%

\*10 TEACHERS RESPONDED TO THE OPTIONAL SURVEY

### 3.3.3 PROJECTED SAVINGS

#### Energy Efficiency Kits

Through the program, one hundred ninety-nine (199) energy efficiency kits were mailed directly to students. The kits were packed with high efficiency products that when installed help to curb household energy usage while reducing green house gas emissions. Students work with their parents to install the products and report their actions. Reported data is as follows:

Number of Participants: 199  
 59% of students reported installing the showerhead  
 39% of students reported installing the kitchen aerator  
 61% of students reported installing the bathroom aerator  
 94% of students reported installing the first LED Light Bulb  
 85% of students reported installing the second LED Light Bulb  
 91% of students reported installing the LED Night Light  
 92% of students reported using the toilet leak detector tablets  
 43% of students reported adjusting their outdoor watering

Resource savings can be projected based on the data. Projections are found below:

***Projected Annual Savings via Kit Retrofit***

Projected annual <b>program-wide</b> water savings via kit retrofit:	1,309,555.30 Gallons
Projected annual <b>program-wide</b> electricity savings via kit retrofit:	47,965.12 kWh
Projected annual <b>program-wide</b> natural gas savings via kit retrofit:	6,913.77 Therms
Projected annual <b>program-wide</b> GHG reduction via kit retrofit:	381.20 Metric Tons

***Projected Lifetime Savings via Kit Retrofit***

Projected lifetime <b>program-wide</b> water savings via kit retrofit:	11,696,755.40 Gallons
Projected lifetime <b>program-wide</b> electricity savings via kit retrofit:	612,466.05 kWh
Projected lifetime <b>program-wide</b> natural gas savings via kit retrofit:	61,970.19 Therms
Projected lifetime <b>program-wide</b> GHG reduction via kit retrofit:	4,199.30 Metric Tons

# SHOWERHEAD RETROFIT

## PROJECTED SAVINGS

### Reported Inputs

Average household size:	4.78 people
Full bathrooms per home:	1.53 bathrooms
Previous showerhead flow rate:	2.900 gallons
Retrofit showerhead flow rate:	1.500 gallons
Percent of homes with electric water heat:	19%
Percent of homes with natural gas water heat:	81%
Retrofit showerhead installation rate:	59%
Participants using kits:	199 students

### Assumed Inputs

Showers per day per person:	0.67 showers <sup>1</sup>
Average length of use:	8.2 minutes <sup>1</sup>
Percent of showerhead water that is heated:	73% hot water <sup>1</sup>
Temperature of incoming cold water:	55° <sup>1</sup>
Temperature of outgoing hot water:	120° <sup>1</sup>
Product life:	10 years <sup>2</sup>

### Outcomes

Projected annual water savings for all households:	1,029,795.78 Gallons <sup>1</sup>
Projected annual electric savings for all households:	25,709.88 kWh <sup>1</sup>
Projected annual natural gas savings for all households:	5,480.26 Therms <sup>1</sup>
Projected annual GHG reduction for all households:	319.20 Metric Tons <sup>3</sup>
Projected lifetime water savings for all households:	10,297,957.83 Gallons <sup>1</sup>
Projected lifetime electric savings for all households:	257,098.82 kWh <sup>1</sup>
Projected lifetime natural gas savings for all households:	54,802.64 Therms <sup>1</sup>
Projected lifetime GHG reduction for all households:	3,189.00 Metric Tons <sup>3</sup>

<sup>1</sup> WaterSense® Specification for Showerheads Supporting Statement. EPA, 2010, Appendix A: Calculations and Key Assumptions.

<sup>2</sup> Manufacturer

<sup>3</sup> "Greenhouse Gas Equivalencies Calculator." EPA, Environmental Protection Agency, Mar. 2020, <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.

## BATHROOM AERATOR RETROFIT

### PROJECTED SAVINGS

#### Reported Inputs

Average household size:	4.78 people
Percent of homes with electric water heat:	19%
Percent of homes with natural gas water heat:	81%
Retrofit bathroom aerator installation rate:	61%
Participants using kits:	199 students

#### Assumed Inputs

Weighted average daily per capita reduction in water consumption:	0.6 gallons per day <sup>1</sup>
Percent of faucet water used in a household is hot water:	70% <sup>1</sup>
Temperature of incoming cold water:	55° <sup>1</sup>
Temperature of outgoing hot water:	120° <sup>1</sup>
Electric hot water heater efficiency:	90% Efficient <sup>1</sup>
Natural Gas hot water heater efficiency:	60% Efficient <sup>1</sup>
Product life:	5 years <sup>2</sup>

#### Outcomes

Projected annual water savings for all households:	127,073.48 Gallons <sup>1</sup>
Projected annual electric savings for all households:	2,983.56 kWh <sup>1</sup>
Projected annual natural gas savings for all households:	651.13 Therms <sup>1</sup>
Projected annual GHG reduction for all households:	5.5 Metric Tons <sup>3</sup>
Projected lifetime water savings for all households:	635,367.40 Acre Feet <sup>1</sup>
Projected lifetime electric savings for all households:	14,917.79 kWh <sup>1</sup>
Projected lifetime natural gas savings for all households:	3,255.67 Therms <sup>1</sup>
Projected lifetime GHG reduction for all households:	27.7 Metric Tons <sup>3</sup>

<sup>1</sup> WaterSense® High-Efficiency Lavatory Faucet Specification Supporting Statement. EPA, 2007, Appendix A: Calculations and Key Assumptions.

<sup>2</sup> Manufacturer

<sup>3</sup> "Greenhouse Gas Equivalencies Calculator." EPA, Environmental Protection Agency, Mar. 2020, <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.

# KITCHEN AERATOR RETROFIT

## PROJECTED SAVINGS

### Reported Inputs

Average household size:	4.78 people
Percent of homes with electric water heat:	19%
Percent of homes with natural gas water heat:	81%
Retrofit kitchen aerator installation rate:	39%
Participants using kits:	199 students

### Assumed Inputs

Average length of use:	3.0 minutes per day <sup>1</sup>
Additional length of use for each family member:	0.5 minutes per day <sup>1</sup>
Previous kitchen faucet aerator flow rate:	2.5 G.P.M. <sup>2</sup>
Retrofit kitchen faucet aerator flow rate:	1.5 G.P.M. <sup>3</sup>
Percent of faucet water used in a household is hot water:	70% <sup>4</sup>
Temperature of incoming cold water:	55° <sup>4</sup>
Temperature of outgoing hot water:	120° <sup>4</sup>
Electric hot water heater efficiency:	90% Efficient <sup>4</sup>
Natural Gas hot water heater efficiency:	60% Efficient <sup>4</sup>
Product life:	5 years <sup>2</sup>

### Outcomes

Projected annual water savings for all households:	152,686.03 Gallons <sup>4</sup>
Projected annual electric savings for all households:	3,584.91 kWh <sup>4</sup>
Projected annual natural gas savings for all households:	782.37 Therms <sup>4</sup>
Projected annual GHG reduction for all households:	45.4 Metric Tons <sup>5</sup>
Projected lifetime water savings for all households:	763,430.17 Gallons <sup>4</sup>
Projected lifetime electric savings for all households:	17,924.57 kWh <sup>4</sup>
Projected lifetime natural gas savings for all households:	3,911.87 Therms <sup>4</sup>
Projected lifetime GHG reduction for all households:	755 Metric Tons <sup>5</sup>

<sup>1</sup> Quantec, LLC. (2008). *Impact of Flipping the Switch: Evaluating the Effectiveness of Low Income Residential Energy Education Programs*. Portland: Drakos, Jamie et al.

<sup>2</sup> Vickers, Amy (2002). *Water Use and Conservation*. Amherst, MA: WaterPlow Press.

<sup>3</sup> Manufacturer

<sup>4</sup> WaterSense® High-Efficiency Lavatory Faucet Specification Supporting Statement. EPA, 2007, Appendix A:

## LED LIGHT BULB RETROFIT | LIGHT BULB #1

### PROJECTED SAVINGS

#### Reported Inputs

Retrofit LED light bulb installation rate:	94%
Participants using kits:	199 students
Average watts used by the replaced bulb:	42.1 watts

#### Assumed Inputs

Product life:	25,000 hours <sup>1</sup>
Watts used by the LED light bulb:	9 watts <sup>1</sup>
Hours of operation per day:	3 hours per day <sup>2</sup>

#### Outcomes

Projected annual electric savings for all households:	6,779.90 kWh <sup>3</sup>
Projected annual GHG reduction for all households:	4.8 Metric Tons <sup>4</sup>
Projected lifetime electric savings for all households:	154,792.15 kWh <sup>3</sup>
Projected lifetime GHG reduction for all households:	109 Metric Tons <sup>4</sup>

<sup>1</sup> Manufacturer

<sup>2</sup> "Light Bulb Calculator." EPA, Environmental Protection Agency, Feb. 2015, [https://www.energystar.gov/sites/default/files/asset/document/light\\_bulb\\_calculator.xlsx](https://www.energystar.gov/sites/default/files/asset/document/light_bulb_calculator.xlsx)

<sup>3</sup>  $\{[(\text{Average wattage of light bulb replaced} - \text{Wattage of LED light bulb}) \times \text{Hours of operation per day} \times 365 \text{ Days}] \div 1,000\} \times \text{Participants using kits} \times \text{Retrofit LED light bulb installation rate}$

<sup>4</sup> "Greenhouse Gas Equivalencies Calculator." EPA, Environmental Protection Agency, Mar. 2020, <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.

## LED LIGHT BULB RETROFIT | LIGHT BULB #2

### PROJECTED SAVINGS

#### Reported Inputs

Retrofit LED light bulb installation rate:	85%
Participants using kits:	199 students
Average watts used by the replaced bulb:	42.1 watts

#### Assumed Inputs

Product life:	25,000 hours <sup>1</sup>
Watts used by the LED light bulb:	9 watts <sup>1</sup>
Hours of operation per day:	3 hours per day <sup>2</sup>

#### Outcomes

Projected annual electric savings for all households:	6,130.76 kWh <sup>3</sup>
Projected annual GHG reduction for all households:	4.3 Metric Tons <sup>4</sup>
Projected lifetime electric savings for all households:	139,971.63 kWh <sup>3</sup>
Projected lifetime GHG reduction for all households:	99 Metric Tons <sup>4</sup>

<sup>1</sup> Manufacturer

<sup>2</sup> "Light Bulb Calculator." EPA, Environmental Protection Agency, Feb. 2015,

[https://www.energystar.gov/sites/default/files/asset/document/light\\_bulb\\_calculator.xlsx](https://www.energystar.gov/sites/default/files/asset/document/light_bulb_calculator.xlsx)

<sup>3</sup>  $\{[(\text{Average wattage of light bulb replaced} - \text{Wattage of LED light bulb}) \times \text{Hours of operation per day} \times 365 \text{ Days}] \div 1,000\} \times \text{Participants using kits} \times \text{Retrofit LED light bulb installation rate}$

<sup>4</sup> "Greenhouse Gas Equivalencies Calculator." EPA, Environmental Protection Agency, Mar. 2020, <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.

## LED NIGHT LIGHT RETROFIT

### PROJECTED SAVINGS

#### Reported Inputs

Retrofit LED night light installation rate:	91%
Participants using kits:	199 students

#### Assumed Inputs

Product life:	10 years <sup>1</sup>
Watts used by the LED night light:	0.5 watts <sup>1</sup>
Average length of use:	4380 hours per year
Average watts used by the replaced bulb:	4 watts <sup>1</sup>

#### Outcomes

Projected annual electric savings for all households:	2,776.11 kWh <sup>3</sup>
Projected annual GHG reduction for all households:	2 Metric Tons <sup>4</sup>
Projected lifetime electric savings for all households:	27,761.10 kWh <sup>3</sup>
Projected lifetime GHG reduction for all households:	19.6 Metric Tons <sup>4</sup>

<sup>1</sup> Manufacturer

<sup>3</sup>  $\{[(\text{Average wattage of light bulb replaced} - \text{Wattage of LED night light}) \times \text{Hours of operation per day} \times 365 \text{ Days}] \div 1,000\} \times \text{Participants using kits} \times \text{Retrofit LED night light installation rate}$

<sup>4</sup> "Greenhouse Gas Equivalencies Calculator." EPA, Environmental Protection Agency, Mar. 2020, <https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator>.



RESOLUTION NO. 2020-\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TINKER, LLC, OF ALAMO, TO DELIVER ENERGY EFFICIENCY EDUCATION CURRICULUM TO MIDDLE SCHOOL CHILDREN; AND FURTHER AUTHORIZING THE EXPENDITURE CONTINGENT ON AVAILABLE ANNUAL APPROPRIATIONS

WHEREAS, the City of Lodi and Lodi Electric Utility develop and implement customer programs designed to achieve energy efficiency awareness and energy efficiency behaviors in school age youth, and both residential and commercial customers; and

WHEREAS, these customer programs are authorized by State legislation which require utilities to collect funds through the public goods charge for public purpose programs, including energy efficiency, low income energy assistance programs, and renewable energy; and

WHEREAS, helping Californians improve the efficient use of energy in their homes and businesses is a priority for locally-owned utilities and a critical piece of the State's long-term decarbonization efforts; and

WHEREAS, TINKER, LLC, successfully delivered energy efficiency education to 328 sixth grade students and 13 teachers in early 2020 despite COVID-19 related closure of school facilities through an online delivery platform; and

WHEREAS, teachers and students expressed appreciation for all program actions and interactions which were available in real-time through the online client dashboard.

NOW, THEREFORE, BE IT RESOLVED, that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with TINKER, LLC, a California Limited Liability Corporation, of Alamo, California, to deliver energy efficiency education curriculum to middle school children for a two-year time period, with a one-year option to renew, and hereby authorizes the expenditure in an amount not to exceed \$19,000 per year, contingent on available annual appropriations; 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: October 21, 2020

I hereby certify that Resolution No. 2020-\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020 by the following votes:

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

JENNIFER CUSMIR  
City Clerk



TM

# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Industrial Commercial Refrigeration, Inc., of Lodi, for Citywide Heating, Ventilation, and Air Conditioning Maintenance Services (\$100,000)

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with Industrial Commercial Refrigeration, Inc., of Lodi, for Citywide heating, ventilation, and air conditioning maintenance services, in the amount of \$100,000.

**BACKGROUND INFORMATION:** On June 6, 2018, Council authorized a Professional Services Agreement with Industrial Commercial Refrigeration, Inc., of Lodi, for Citywide heating, ventilation, and air conditioning (HVAC) maintenance services, in the amount of \$275,000. The original agreement amount is intended to cover maintenance and repairs to City HVAC systems over the two-year term of the agreement, as well as, the optional one-year extension.

On July 22, 2020, the City and Industrial Commercial Refrigeration, Inc. executed the optional extension to the agreement, extending the term through June 30, 2021.

After execution of the extension, unforeseen maintenance and repairs to City HVAC systems were needed to keep systems running efficiently and City facilities cool during the recent hot summer months. Amendment No. 1, if approved, will add \$100,000 in additional funds to the agreement, for a total not-to-exceed amount of \$375,000. The additional funding is to cover regular maintenance, as well as any unforeseen repairs and maintenance that may be needed over the remaining term of the agreement.

Staff recommends authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with Industrial Commercial Refrigeration, Inc., of Lodi, for Citywide heating, ventilation, and air conditioning maintenance services, in the amount of \$100,000.

**FISCAL IMPACT:** Ongoing City facilities HVAC system maintenance and repairs are necessary to maintain a comfortable working environment in City facilities and to avoid more costly system failures. This project will impact the General Fund in proportion to the General Fund facilities requiring HVAC services.

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

**FUNDING AVAILABLE:** Funding is budgeted in the operating accounts associated with the location of the repairs.

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Andrew Keys  
Deputy City Manager/Internal Services Director



---

Charles E. Swimley, Jr.  
Public Works Director

CES/RAY/tc  
Attachment

AMENDMENT NO. 1

ICR REFRIGERATION, INC.  
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on August 24, 2018 and Extension No. 1 on July 22, 2020 (the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requested to increase the fees by an amount not to exceed \$100,000, for a total not-to-exceed amount of \$375,000, within the existing fee schedule; 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"

ICR REFRIGERATION, INC., a California  
corporation  
hereinabove called "CONTRACTOR"

\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

\_\_\_\_\_  
JEFF MUSTIN  
Vice President

Attest:

\_\_\_\_\_  
JENNIFER CUSMIR, City Clerk

Approved as to Form:

\_\_\_\_\_  
JANICE D. MAGDICH, City Attorney jdm

EXTENSION NO. 1

ICR REFRIGERATION, INC.  
PROFESSIONAL SERVICES AGREEMENT

THIS EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 22<sup>nd</sup> day of July, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on August 24, 2018 (the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requested to extend the term of the Agreement from July 1, 2020 through June 30, 2021 within the existing fee schedule; and
3. WHEREAS, CONTRACTOR agrees to said extension.

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

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

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

ICR REFRIGERATION, INC., a California corporation  
hereinabove called "CONTRACTOR"

  
\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

  
\_\_\_\_\_  
JEFF MUSTIN  
Vice President

Attest:

  
\_\_\_\_\_  
PAMELA M. FARRIS, Assistant City Clerk

Approved as to Form:

  
\_\_\_\_\_  
JANICE D. MAGDICH, City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1**  
**PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on Aug. 24, 2018, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, 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 Citywide HVAC maintenance services (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2**  
**SCOPE OF SERVICES**

**Section 2.1 Scope of Services**

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

**Section 2.2 Time For Commencement and Completion of Work**

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

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

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

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

**Section 2.3 Meetings**

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

**Section 2.4 Staffing**

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

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

**Section 2.5 Subcontracts**

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

**Section 2.6 Term**

The term of this Agreement commences on July 1, 2018 and terminates upon the completion of the Scope of Services or on June 30, 2020, 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 three (3) 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 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 §1726.5**

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 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: Rebecca Areida-Yadav

To CONTRACTOR: ICR Refrigeration, Inc.  
1021 Black Diamond Way  
Lodi, CA 95240  
Attn: Jeff Mustin

**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.

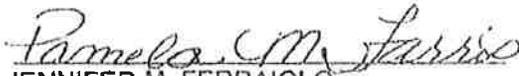
**Section 4.21 Federal Transit Funding Conditions**

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.

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

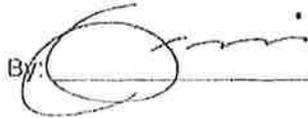
CITY OF LODI, a municipal corporation

ATTEST:

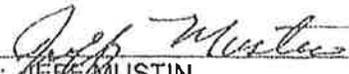
  
for: JENNIFER M. FERRAIOLO  
City Clerk

  
STEPHEN SCHWABAUER  
City Manager

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

By:   


ICR REFRIGERATION, INC., a California corporation

By:   
Name: JEFF MUSTIN  
Title: Vice President

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

Funding Source: \_\_\_\_\_  
(Business Unit & Account No.)

Doc ID:K:\WP\PROJECTS\PSA's\2018\ICR PSA.doc

CA:Rev.01.2015

BID FORM



MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: City of Lodi
Date: April 30, 2018
Subject: Citywide HVAC Maintenance Services on City Facilities

Please fully complete the information below:

Company Name: ICR Refrigeration, Inc. Date: 4/30/18
Address: 1021 Black Diamond Way, Lodi, CA, 95240

Contractor's License No.: 678547

Labor Rate: \$95.00 (requires prevailing wage)

Overtime Rate: 142.50

Parts and materials plus 20 % markup

Truck charge: N/A

Call out minimum: 1 (hours)

Other: After hours to be minimum charge for labor. (be specific)

Items required upon award of contract:

NOT TO EXCEED \$275,000

- 1. Insurance requirements per the attached Exhibit B.
2. Workers' compensation insurance coverage.
3. City of Lodi business license.
4. W-9 form per current IRS requirements.
5. Registered with the Department of Industrial Relations.

Customer's Signature: [Handwritten Signature]

Title: VP



**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 Most Contracts  
(Not construction or requiring professional liability)

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

Other Insurance Provisions:

- (a) Additional Named Insured Status  
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 36; and CG 20 37 if a later edition is used
- (b) Primary and Non-Contributory Insurance Endorsement  
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage **at least as broad as** ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer

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

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

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

Signature: Janice D. Magdich  
Janice D. Magdich [Oct 2, 2020 10:40 PDT]

Email: jmagdich@lodi.gov

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO  
THE PROFESSIONAL SERVICES AGREEMENT WITH  
INDUSTRIAL COMMERCIAL REFRIGERATION, INC., OF LODI,  
FOR CITYWIDE HEATING, VENTILATION, AND AIR  
CONDITIONING MAINTENANCE SERVICES

=====

WHEREAS, on June 6, 2018, Council authorized a Professional Services Agreement with Industrial Commercial Refrigeration, Inc., of Lodi, for Citywide heating, ventilation, and air conditioning (HVAC) maintenance services, in the amount of \$275,000; and

WHEREAS, on July 22, 2020, the City and Industrial Commercial Refrigeration, Inc., executed the optional extension to the agreement, extending the term through June 30, 2021; and

WHEREAS, after execution of the extension, unforeseen maintenance and repairs to City HVAC systems were needed to keep systems running efficiently and City facilities cool during the recent hot summer months; and

WHEREAS, staff recommends authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Industrial Commercial Refrigeration, Inc., of Lodi, for Citywide heating, ventilation, and air conditioning maintenance services, in an amount not to exceed \$100,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Industrial Commercial Refrigeration, Inc., of Lodi, California, for Citywide heating, ventilation, and air conditioning maintenance services, adding additional funds to the agreement in an amount not to exceed \$100,000; 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: October 21, 2020

=====

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020 by the following vote:

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

JENNIFER CUSMIR  
City Clerk



# CITY OF LODI

## COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 to Professional Services Agreement with Carr Electric, of Stockton, for Citywide Electrical Repair Services (\$15,000)

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with Carr Electric, of Stockton, for citywide electrical repair services, in the amount of \$15,000.

**BACKGROUND INFORMATION:** The numerous amount of City facilities each have varying electrical maintenance and repair needs. An on-call agreement allows Staff to obtain timely repair services as needed.

On August 1, 2018, Council authorized a Professional Services Agreement with Carr Electric, of Stockton, in the amount of \$30,000. The original Professional Services Agreement was for a term of two years, expiring on June 30, 2020, and included an option one-year extension. On May 27, 2020, the City executed Extension No. 1 to the Professional Services Agreement, extending the term of the agreement through June 30, 2021, within the existing fee schedule.

Amendment No. 1, if approved, will add \$15,000 to the Professional Services Agreement, for a total not to exceed amount of \$45,000, over the extended term of the agreement.

Staff recommends authorizing City Manager to execute Amendment No. 1 to Professional Services Agreement with Carr Electric, of Stockton, for Citywide electrical repair services, in the amount of \$15,000.

**FISCAL IMPACT:** Costs will be distributed to the division operating account dependent upon the location of the repairs. This project will have minimal impact to the General Fund.

**FUNDING AVAILABLE:** Funding is budgeted in the operating accounts associated with the location of the repairs.

\_\_\_\_\_  
 Andrew Keys  
 Deputy City Manager/Internal Services Director

A handwritten signature in blue ink, appearing to read "Charles E. Swimley, Jr."

\_\_\_\_\_  
 Charles E. Swimley, Jr.  
 Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst  
 CES/RAY/tdb  
 Attachment

**APPROVED:** \_\_\_\_\_  
 Stephen Schwabauer, City Manager

AMENDMENT NO. 1

CARR ELECTRIC  
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CARR ELECTRIC, a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on September 10, 2018 and Contract Extension No. 1 on May 27, 2020 (collectively the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requested to increase the fees by an amount not to exceed \$15,000, for a total not-to-exceed amount of \$45,000, within the existing fee schedule; 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"

CARR ELECTRIC, a California corporation  
hereinabove called "CONTRACTOR"

\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

\_\_\_\_\_  
Name:  
Title:

Attest:

\_\_\_\_\_  
JENNIFER CUSMIR, City Clerk

Approved as to Form:

\_\_\_\_\_  
JANICE D. MAGDICH, City Attorney jdm

EXTENSION NO. 1

CARR ELECTRIC, a California corporation  
PROFESSIONAL SERVICES AGREEMENT

THIS EXTENSION NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 27<sup>th</sup> day of May, 2020, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CARR ELECTRIC, a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on September 10, 2018 (the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requested to extend the term of the Agreement from July 1, 2020 through June 30, 2021 within the existing fee schedule; and
3. WHEREAS, CONTRACTOR agrees to said extension.

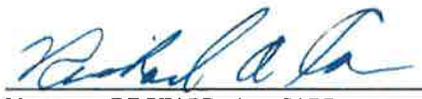
NOW, THEREFORE, the parties agree to extend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

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

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

CARR ELECTRIC, a California corporation  
hereinabove called "CONTRACTOR"

  
 \_\_\_\_\_  
 STEPHEN SCHWABAUER  
 City Manager

  
 \_\_\_\_\_  
 Name: RICHARD A. CARR  
 Title: PRESIDENT

Attest:

  
 \_\_\_\_\_  
 PAMELA M. FARRIS, Assistant City Clerk

Approved as to Form:

  
 \_\_\_\_\_  
 JANICE D. MAGDICH, City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES**

**ARTICLE 1**  
**PARTIES AND PURPOSE**

**Section 1.1 Parties**

THIS AGREEMENT is entered into on September 19 2018, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CARR ELECTRIC, 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 Citywide electrical repairs (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, 2018 and terminates upon the completion of the Scope of Services or on June 30, 2020, 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 three (3) 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 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 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: Rebecca Areida-Yadav

To CONTRACTOR: Carr Electric  
3750 Wilcox Road  
Stockton, CA 95215  
Attn: Richard Carr

**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.

**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 M. FERRAIOLO  
City Clerk

  
\_\_\_\_\_  
STEPHEN SCHWABAUER  
City Manager

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

CARR ELECTRIC, a California corporation

By:   
\_\_\_\_\_  


By:   
\_\_\_\_\_  
Name: RICHARD ELECTRIC  
Title: President

**Attachments:**

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

**Funding Source:** \_\_\_\_\_  
(Business Unit & Account No.)

Doc ID:K:\WP\PROJECTS\PSA's\2018\Carr Electric PSA.doc

CA:Rev.01.2015

BID FORM

Exhibit A/B



MEMORANDUM, City of Lodi, Public Works Department

To: Prospective Bidder
From: City of Lodi
Date: June 20, 2018
Subject: Citywide Electrical Repair Services on City Facilities

Please fully complete the information below:

Company Name: CARR ELECTRIC INC. Date: 6-22-18
Address: 3750 WILCOX ROAD, STOCKTON, CA 95215

Contractor's License No.: 388246
DIR# 1000001507

Labor Rate: \$94.85/HR (requires prevailing wage)

Overtime Rate: (OT) \$137.53/HR (DT) \$180.22/HR

Parts and materials plus 18 % markup

Truck charge: \$ .70 PER MILE

Call out minimum: 4 HOURS (hours)

Other: SMALL POWER TOOLS FURNISHED, LARGE EQUIPMENT (be specific)
CHARGES ON CASE BY CASE BASIS.

NOT TO EXCEED \$30,000

Items required upon award of contract:

- 1. Insurance requirements per the attached Exhibit B.
2. Workers' compensation insurance coverage.
3. City of Lodi business license.
4. W-9 form per current IRS requirements.
5. Registered with the Department of Industrial Relations.

Customer's Signature: [Handwritten Signature]

Title: PRESIDENT



**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 Most Contracts**  
**(Not construction or requiring professional liability)**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

**Other Insurance Provisions:**

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

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

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

(f) Continuity of Coverage

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.)

(g) Failure to Comply

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) Verification of Coverage

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

(i) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self insured retention may be satisfied by either the named insured or City.

(j) Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

(l) Qualified Insurer(s)

All insurance required by the terms of this Agreement must be provided by Insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.

Signature: Janice D. Magdich

Janice D. Magdich (Sep 30, 2020 17:18 PDT)

Email: jmagdich@lodi.gov

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING  
THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO  
THE PROFESSIONAL SERVICES AGREEMENT WITH  
CARR ELECTRIC, OF STOCKTON, FOR CITYWIDE  
ELECTRICAL REPAIR SERVICES

=====

WHEREAS, on August 1, 2018, Council authorized a Professional Services Agreement with Carr Electric, of Stockton, in the amount of \$30,000; and

WHEREAS, on May 27, 2020, the City executed Extension No. 1 to the Professional Services Agreement, extending the term of the agreement through June 30, 2021, within the existing fee schedule; and

WHEREAS, staff recommends authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Carr Electric, of Stockton, for Citywide electrical repair services, in the amount of \$15,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Carr Electric, of Stockton, for Citywide electrical repair services, in the amount of \$15,000, for a total not-to-exceed amount of \$45,000 over the extended term of the agreement; 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: October 21, 2020

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I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020 by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER CUSMIR  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Approving Revised City of Lodi Electric Utility Renewables Portfolio Standard Procurement Plan and Enforcement Program

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Electric Utility Director

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**RECOMMENDED ACTION:** Adopt a resolution approving the Revised City of Lodi Renewables Portfolio Standard (RPS) Procurement Plan and Enforcement Program.

**BACKGROUND INFORMATION:** On October 7, 2015, Senate Bill (SB) 350 was signed into law which mandated a 33 percent RPS target by 2020 and 50 percent RPS target by 2030. On September 10, 2018, SB 100 was signed into law which accelerates the RPS target to 50 percent by 2026 and 60 percent by 2030.

Pursuant to Public Utilities Code, Section 399.30, Lodi Electric Utility (LEU) must adopt and implement a renewable energy resources procurement plan (RPS Procurement Plan) and a program for the enforcement of the RPS Procurement Plan (RPS Enforcement Program) and update these documents as appropriate.

Attached as Exhibit A, the Revised City of Lodi Electric Utility Renewables Portfolio Standard Procurement Plan and Enforcement Program (Revised Plan), replaces the prior RPS Procurement Plan and Enforcement Program approved by the City Council on December 11, 2011 (Resolution 2011-195), on December 19, 2012 (Resolution 2012-206), and on November 20, 2013 (Resolution 2013-207) and reflects changes as a result of the most currently revised regulations.

In general, the Revised Plan outlines a strategy for fulfilling unmet long-term generation resource needs that requires LEU to procure a minimum quantity of electricity products from eligible renewable energy resources, including renewable energy credits, as a specified percentage of the total kilowatt-hours sold to LEU's retail customers each compliance period to achieve specified procurement targets. The Revised Plan requires LEU, through the Risk Oversight Committee (ROC), to annually review the City's progress toward meeting RPS goals and determine whether reasonable progress is being made to sufficiently meet compliance year targets. If targets are not being met, LEU has the ability to apply historic carryover from renewable energy procured through 2010 and/or review the applicability of applying excess procurement from prior compliance periods. In addition, LEU may review the applicability and appropriateness of excusing performance based on cost limitation provisions included in the Revised Plan. In addition to the accelerated post-2020 RPS requirements and cost limitation provision, the Revised Plan includes a required long-term procurement provision whereby starting in 2021, LEU must procure at least 65 percent of its RPS resources from contracts of 10 or more years in duration.

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APPROVED: \_\_\_\_\_  
Steve Schwabauer, City Manager

Combined with historic carryover and excess surplus, LEU anticipates its existing RPS resources (geothermal, small hydro, solar) will meet RPS requirements through 2024. Two additional potential resources are currently under negotiation and if secured, would extend LEU's projected compliance through 2027. LEU staff will continue to bring forward to the ROC and evaluate the feasibility of additional renewable energy resources and opportunities to meet existing and future RPS requirements.

The Risk Oversight Committee received a report on the Revised Plan at its August 24, 2020 meeting and recommended City Council approval.

**FISCAL IMPACT:** There is no direct financial impact associated with the development and approval of the Revised Plan. Any future purchases of RPS eligible resources will be considered for approval on a case-by-case basis.

**FUNDING:** Not applicable.

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Jeff Berkheimer  
Electric Utility Director

**PREPARED BY:** Jiayo Chiang, Electric Utility Resources Analyst

Exhibit A

# City of Lodi Electric Utility

## Revised Renewables Portfolio Standard Procurement Plan and Enforcement Program

Revised October 2020



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## **1. Introduction**

This document presents the Revised Renewable Energy Resources Procurement Plan and Enforcement Program of the Lodi Electric Utility (LEU), as required for compliance with the California Renewables Portfolio Standard Program, Public Utilities Code Sections 399.11 - 399.33. Since first enacted, the state's renewable portfolio standard (RPS) program has been amended to attain a target of generating 20 percent of total retail sales<sup>1</sup> of electricity in California from eligible renewable energy resources by December 31, 2013, 33 percent by December 31, 2020, 50 percent by December 31, 2026, and 60 percent by December 31, 2030. Pursuant to Public Utilities Code (PUC) section 399.30(a), each POU must adopt and implement a renewable energy resources procurement plan (referred to herein as the "RPS Procurement Plan") and a program for the enforcement of the RPS Procurement Plan

Lodi Electric Utility's RPS Procurement Plan, as reflected in Sections 1-18 below consists of: (1) plan elements that are directly mandated by the legislation; (2) measures that address each of the optional provisions set forth in Public Utilities Code (PUC) sections 399.30(d) and 399.30(c)(3) and section 3206 of the RPS Regulation; and (3) RPS reporting provisions. Where appropriate, this RPS Procurement Plan includes section citations to the Public Utilities Code sections 399.11, et seq, (Amended by Stats. 2018, Ch. 312, Sec. 4. (SB 100) effective January 1, 2019.) This RPS Procurement Plan also includes Lodi Electric Utility's "Enforcement Program of the RPS Procurement Plan".

This is an update to the Revised RPS Procurement Plan and Enforcement Program adopted by the Lodi City Council on November 20, 2013. With all future resource needs, the Lodi Electric Utility (LEU), through the Risk Oversight Committee, shall apply this document, as approved by the City Council, to assure that the City's retail electric customers are provided at least a minimum quantity of electricity products from eligible renewable energy resources and products consistent with the targets set forth in this Plan.

## **2. Purpose (PUC section 399.30(a))**

In order to fulfill unmet long-term generation resource needs, LEU adopts and implements this RPS Procurement Plan that requires the utility to procure a minimum quantity of electricity products from eligible renewable energy resources, including renewable energy credits, as a specified percentage of LEU's total kilowatt hours sold to its retail end-use

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<sup>1</sup> Pursuant to section 3201 of the RPS Regulation.

customers, each compliance period, to achieve the targets specified in PUC section 399.30(c).

**3. Compliance Periods (PUC section 399.30(b))**

- A. Compliance Period 1: January 1, 2011, to December 31, 2013, inclusive.
- B. Compliance Period 2: January 1, 2014, to December 31, 2016, inclusive.
- C. Compliance Period 3: January 1, 2017, to December 31, 2020, inclusive.
- D. Compliance Period 4: January 1, 2021, to December 31, 2024, inclusive.
- E. Compliance Period 5: January 1, 2025, to December 31, 2027, inclusive.
- F. Compliance Period 6: January 1, 2028, to December 31, 2030, inclusive.
- G. Compliance Periods After 2030: Every Three Years

**4. Procurement Targets of Renewable Energy Resources for Each Compliance Period (PUC sections 399.30(c)(1) and (2))**

- A. During Compliance Period 1, January 1, 2011 to December 31, 2013, LEU shall procure renewable energy resources equivalent to an average of at least twenty percent (20%) of retail sales.

$$(EP_{2011} + EP_{2012} + EP_{2013}) > 0.20 * (RS_{2011} + RS_{2012} + RS_{2013})$$

RS<sub>x</sub> = total retail sales made by LEU for the specified year x

EP<sub>x</sub> = electricity products retired for the specified year x; this may include excess procurement and historic carryover that LEU has chosen to apply to the compliance period containing year x

- B. By the end of Compliance Period 2, December 31, 2016, LEU shall procure renewable energy resources equivalent to at least twenty-five percent (25%) of retail sales.

$$(EP_{2014} + EP_{2015} + EP_{2016}) > 0.20 * RS_{2014} + 0.20 * RS_{2015} + 0.25 * RS_{2016}$$

- C. By the end of Compliance Period 3, December 31, 2020, LEU shall procure renewable energy resources equivalent to at least thirty-three percent (33%) of retail sales. During the intervening years of Compliance Period 3, LEU shall increase procurement annually to reflect an imputed 2020 compliance obligation expressed as:

$$(EP_{2017} + EP_{2018} + EP_{2019} + EP_{2020}) > 0.27 * RS_{2017} + 0.29 * RS_{2018} + 0.31 * RS_{2019} + 0.33 * RS_{2020}$$

- D. By the end of Compliance Period 4, December 31, 2024, LEU shall procure renewable energy resources equivalent to at least forty-four percent (44%) of retail sales. During

the intervening years of Compliance Period 4, LEU shall increase procurement annually to ensure that the quantities of eligible renewable energy resources to be procured during Compliance Period 4 reflect reasonable progress in each of the intervening years sufficient to ensure that the procurement of electricity products from eligible renewable energy resources achieves 44% by 2024.

- E. By the end of Compliance Period 5, December 31, 2027, LEU shall procure renewable energy resources equivalent to at least fifty-two percent (52%) of retail sales. During the intervening years of Compliance Period 5, LEU shall increase procurement annually to ensure that the quantities of eligible renewable energy resources to be procured during Compliance Period 5 reflect reasonable progress in each of the intervening years sufficient to ensure that the procurement of electricity products from eligible renewable energy resources achieves 52% by 2027.
- F. By the end of Compliance Period 6, December 31, 2030, LEU shall procure renewable energy resources equivalent to at least sixty percent (60%) of retail sales. During the intervening years of Compliance Period 6, LEU shall increase procurement annually to ensure that the quantities of eligible renewable energy resources to be procured during Compliance Period 6 reflect reasonable progress in each of the intervening years sufficient to ensure that the procurement of electricity products from eligible renewable energy resources achieves 60% by 2030.
- G. Commencing on December 31, 2033, and every three years thereafter, LEU shall procure renewable energy resources equivalent to at least sixty percent (60%) of retail sales.

The procurement targets listed above are minimum requirements. The Lodi City Council may determine that a higher percentage of renewable energy resources is appropriate in any given compliance period.

The method used to determine the actual renewable energy resource percentage achieved for a given calendar year shall be to: (i) sum the total metered generation from each of LEU's eligible renewable resources and qualifying purchases in megawatt hours (MWhs) during the preceding calendar year, (ii) subtract sales, if any, of eligible renewable resources during the same time period, and (iii) divide the result by the total energy sold to LEU's retail end-use customers (in MWhs) in the same time period.

## **5. Reasonable Progress Towards Meeting Compliance Period Targets During Intervening Years (PUC section 399.30(c)(2))**

LEU shall demonstrate reasonable progress towards meeting compliance period targets during intervening years by ensuring that renewable energy contracts are in place or under solicitation to meet the projected increase in RPS procurement for each compliance period. This demonstration shall be set forth in LEU's annual report.

**6. Procurement Requirements – Definitions for Content Categories (PUC section 399.30(c)(3))**

In order to achieve a balanced portfolio, LEU's RPS Procurement Plan shall consist of procurement Content Categories that meet the criteria for the following eligible renewable energy resource electricity products, as defined in PUC section 399.16(b):

- A. Content Category 1 (consistent with PUC section 399.16(b)(1)): Resources in this category shall either:
  - i. Have a first point of interconnection with a California balancing authority, have a first point of interconnection with distribution facilities used to serve end users within a California balancing authority area, or are scheduled from the eligible renewable energy resource into a California balancing authority without substituting electricity from another source. The use of another source to provide real-time ancillary services required to maintain an hourly or sub hourly import schedule into a California balancing authority shall be permitted, but only the fraction of the schedule actually generated by the eligible renewable energy resource shall count toward this portfolio content category.
  - ii. Have an agreement to dynamically transfer electricity to a California balancing authority.
- B. Content Category 2 (consistent with PUC section 399.16(b)(2)): Resources in this category shall include firmed and shaped eligible renewable energy resource electricity products providing incremental electricity and scheduled into a California balancing authority.
- C. Content Category 3 (consistent with PUC section 399.16(b)(3)): Resources in this category shall include eligible renewable energy resource electricity products, or any fraction of the electricity generated, including unbundled renewable energy credits, that do not qualify under the criteria of Content Category 1 or Content Category 2.
- D. Grandfathered Resources (PUC section 399.16(d)): Any contract or ownership agreement originally executed prior to June 1, 2010, shall count in full towards the procurement requirements, if all of the following conditions are met:
  - i. The renewable energy resource was eligible under the rules in place as of the date when the contract was executed.
  - ii. Any contract amendments or modifications occurring after June 1, 2010, do not increase the nameplate capacity or expected quantities of annual generation, or

substitute a different renewable energy resource.

- iii. The duration of the contract may be extended if the original contract specified a procurement commitment of fifteen (15) or more years.
- iv. “Eligible renewable energy resource” means an electrical generating facility that meets the definition of a “renewable electrical generation facility” in Section 25741 of the Public Resources Code, subject to the following: A facility approved by the governing board of a local publicly owned electric utility prior to June 1, 2010, for procurement to satisfy renewable energy procurement obligations adopted pursuant to former Section 387, shall be certified as an eligible renewable energy resource by the Energy Commission pursuant to this article, if the facility is a “renewable electrical generation facility” as defined in Section 25741 of the Public Resources Code. (PUC section 399.12(e)(1)(C)).

Resources procured prior to June 1, 2010 shall be counted for RPS compliance without regard to the limitations on the use of each portfolio Content Category as described in Section 6.

**7. Portfolio Balancing Requirements – Quantity for Content Categories (PUC section 399.30(c)(3), 399.16(c)(1) and (2))**

The following portfolio balancing requirements shall apply to LEU’s RPS procurement:

- A. For Compliance Period 1, LEU shall procure not less than fifty percent (50%) of the eligible renewable energy resource electricity products associated with contracts executed after June 1, 2010 from Content Category 1, and not more than twenty-five percent (25%) from Content Category 3.
- B. For Compliance Period 2, LEU shall procure not less than sixty-five percent (65%) of the eligible renewable energy resource electricity products associated with contracts executed after June 1, 2010 from Content Category 1, and not more than fifteen percent (15%) from Content Category 3.
- C. For Compliance Period 3, and annually thereafter, LEU shall procure not less than seventy-five percent (75%) of the eligible renewable energy resource electricity products associated with contracts executed after June 1, 2010 from Content Category 1, and not more than ten percent (10%) from Content Category 3.

**8. Long-term Contract Requirement (PUC sections 399.13(b) and 399.30(d)):**

Beginning January 1, 2021, with Compliance Period 4, at least sixty-five percent (65%) of LEU’s renewables portfolio standard procurement for each compliance period shall be from contracts of 10 years or more in duration or ownership or ownership agreements for eligible renewable energy resources.

**9. Excess Procurement (PUC section 399.30(d)(1), PUC section 399.13(a)(4)(B))**

LEU shall be allowed to apply excess procurement (Excess Procurement) from one compliance period to subsequent compliance periods.

A. For Compliance Periods 1 -3, the following conditions must be met:

- i. LEU may accumulate, beginning on January 1, 2011, Excess Procurement from one Compliance Period to be applied in any subsequent Compliance Period.
- ii. In calculating the quantity of Excess Procurement, LEU shall deduct from actual procurement quantities, the total amount of procurement associated with contracts of less than ten (10) years in duration.
- iii. Eligible resources must be from Content Category 1 or Content Category 2 or Grandfathered Resources to be Excess Procurement.
- iv. Resources from Content Category 3 shall not be counted as Excess Procurement.

B. Beginning with Compliance Periods 4 and for all subsequent Compliance Periods, the following conditions apply:

- i. For electricity products from Portfolio Content Category 1, contracts of any duration may count as Excess Procurement.
- ii. Electricity products from Portfolio Content Category 2 shall not be counted as Excess Procurement.
- iii. Contracts of any duration for electricity products meeting the Portfolio Content Categories 2 or 3 that are credited towards a compliance period shall not be deducted from POU's procurement for purposes of calculating Excess Procurement.

C. If sixty-five percent (65%) of LEU's procurement for Compliance Period 3, ending December 31, 2020 is from contracts of 10 years or more in duration or in its ownership or ownership agreements for eligible renewable energy resources, LEU may apply the excess procurement provisions of subsection B above for that Compliance Period.

**10. Timely Compliance (PUC section 399.30(d)(2), PUC section 399.15(b)(5))**

**A. Waiver of Timely Compliance**

Enforcement of timely compliance with minimum procurement quantities per PUC section 399.15 and section 6 above shall be waived if LEU demonstrates that any of the following conditions are beyond LEU control, and will prevent timely compliance:

- i. *Inadequate Transmission* (PUC section 399.15(b)(5)(A)): There is inadequate transmission capacity to allow for sufficient electricity to be delivered from LEU's proposed eligible renewable energy resource projects using the current operational protocols of LEU's Balancing Authority, the California Independent System Operator (CAISO). In making its findings relative to the existence of this condition, LEU's deliberations shall include, but not be limited to the following:
  - (1) Whether LEU has undertaken, in a timely fashion, reasonable measures under its control and consistent with its obligations under local, state, and federal laws and regulations, to develop and construct new transmission lines or upgrades to existing lines intended to transmit electricity generated by eligible renewable energy resources. In determining the reasonableness of LEU's actions, LEU shall consider its expectations for full-cost recovery for these transmission lines and upgrades, and
  - (2) Whether LEU has taken all reasonable operational measures to maximize cost-effective deliveries of electricity from eligible renewable energy resources in advance of transmission availability.
- ii. *Permitting, interconnection, or other factors that delayed projects, or procurement, or there is insufficient supply* of eligible renewable energy resources available to LEU (PUC section 399.15(b)(5)(B)). In making its findings relative to the existence of this condition, LEU's deliberations shall include, but not be limited to the following:
  - (1) Whether LEU prudently managed portfolio risks, including relying on a sufficient number of viable projects;
  - (2) Whether LEU sought to develop one of the following: its own eligible renewable energy resources, transmission to interconnect to eligible renewable energy resources, or energy storage used to integrate eligible renewable energy resources;
  - (3) Whether LEU procured an appropriate minimum margin of procurement above the minimum procurement level necessary to comply with the renewables portfolio standard to compensate for foreseeable delays or insufficient supply;

- (4) Whether LEU took reasonable measures, under its control to procure cost-effective distributed generation and allowable unbundled renewable energy credits;
  - (5) Whether actions or events beyond the control of LEU have adversely impacted timely deliveries of renewable energy resources including, but not limited to, acts of nature, terrorism, war, labor difficulty, civil disturbance, or market manipulation.
- iii. Unanticipated curtailment of eligible renewable energy resources if the waiver would not result in an increase in greenhouse gas emissions. (PUC section 399.15(b)(5)(C)).
  - iv. Unanticipated increase in retail sales due to transportation electrification. In making a finding that this condition prevents timely compliance, LEU shall consider both of the following:
    - (1) Whether transportation electrification significantly exceeded forecasts in LEU's service territory based on the best and most recently available information filed with the State Air Resources Board, the Energy Commission, or another state agency.
    - (2) Whether LEU took reasonable measures to procure sufficient resources to account for unanticipated increases in retail sales due to transportation electrification.
- B. Portfolio Balance Requirement Reduction (Section 3206(a)(4)) (PUC sections 399.16(e), 399.30(c)(3))**
- i. Lodi Risk Oversight Committee may determine that a reduction of the procurement content requirement is warranted for any compliance period to the extent that LEU demonstrates that it cannot comply with the balancing requirement because of conditions beyond LEU's control as provided in PUC section 399.15(b)(5) and subsection A above.
  - ii. LEU shall not, under any circumstances, reduce the obligation to procure Content Category 1 resources below 65% for any compliance period obligation after December 31, 2016.
- C. Procedures Upon Approving Waiver:**
- In the event of a Waiver of Timely Compliance due to any of the factors set forth above, LEU shall implement the following procedures:

- i. Establish additional reporting for intervening years to demonstrate that reasonable actions under the LEU's control are being taken (PUC section 399.15(b)(6)).
- ii. Require a demonstration that all reasonable actions within LEU's control have been taken to ensure compliance in order to grant the waiver (PUC section 399.15(b)(7)).

**D. Prior Deficits:**

In no event shall deficits from prior compliance periods be added to future compliance periods (PUC section 399.15(b)(9)).

**11. Greater Than 40% Large Hydro (PUC section 399.30(k))**

- A. If, during any Compliance Period, LEU receives more than 40 percent of its retail sales from large hydroelectric generation under an ownership agreement or contract in effect as of January 1, 2018, LEU is not required to procure eligible renewable energy resources that exceed the lesser of subpart i or ii for that year, and LEU's compliance obligation during that compliance period shall be adjusted such that the total quantities of eligible renewable energy resources to be procured shall reflect such reductions:
  - i. The portion of LEU's retail sales unsatisfied by LEU's large hydroelectric generation.
  - ii. The soft target adopted by the Energy Commission for the intervening years of the relevant compliance period, or for those years where soft targets are not adopted, a showing of progress as defined in section 5 herein.
- B. An extension or renewal of a procurement agreement shall not be eligible to count towards the determination that the local publicly owned electric utility receives more than 40 percent of its retail sales from large hydroelectric generation in any year, except for any agreement in effect on January 1, 2015, between a local publicly owned electric utility and the Western Area Power Administration or federal government as part of the federal Central Valley Project.
- C. This adjustment does not modify LEU's compliance obligation to satisfy the Portfolio Balancing Requirements above.

**12. Cost Limitations for Expenditures (PUC section 399.30(d)(3), PUC section 399.15(c))**

- A. LEU, at its sole discretion, may elect to establish cost limitations for all eligible renewable energy resources used to comply with the renewables portfolio standard that is set at a level that prevents disproportionate rate impacts. In ensuring that customers do not face a disproportionate burden, the Lodi Risk Oversight Committee has the authority to implement a cost limitation provision which may result in a temporary suspension of RPS compliance activities. This cost limitation provision may be implemented on an annual basis (intervening year) and/or for a Compliance Period, as authorized by the Lodi Risk Oversight Committee and may be implemented regardless of available historic carryover and/or excess procurement. The Lodi Risk Oversight Committee shall notify the Lodi City Council via Quarterly Utility Updates to the Council if cost limitation provisions have been implemented.
- B. This section establishes a cost limitation provision that will be triggered if the rate impact on LEU customers related to the procurement of renewable energy attributes exceeds \$0.005/kwh during a particular intervening year and/or Compliance Period.
- C. LEU will, after reviewing and obtaining approval from the Lodi Risk Oversight Committee, take the following actions if the cost limitation provision is activated during an intervening year and/or Compliance Period:

- i. Adjust the **RPS incremental expenditure** into Lodi’s resource portfolio so that the rate impact does not exceed \$0.005 cent/kWh

$$\frac{\text{RPS Incremental Expenditure (\$)}}{\text{RPS Retail Sales (kWh)}} \leq \$0.005/kWh$$

**RPS Incremental Expenditure** = LEU Total RPS procurement cost minus the associated non-renewable energy cost<sup>2</sup>

- ii. Incorporating the costs of the completed RPS procurement<sup>3</sup> that will be delivered in the future years. The cost limitation threshold identified herein will be applied for the subsequent 5 years.

- D. When applying the cost limitation defined herein, the City shall rely on this RPS Procurement Plan, as well as:

- i. Procurement expenditures that approximate the expected cost of building, owning, and operating eligible renewable energy resources; and
  - ii. The potential that some planned resource additions may be delayed or cancelled.

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<sup>2</sup> The non-renewable cost is calculated based on CAISO Day-Ahead Market (DAM) NP15 actual price and energy market forward price forecast used in LEU’s annual energy cost budgeting processes.

<sup>3</sup> The Commercial Operation Date (COD) of a signed renewable energy contract is later than the current year

- E. When evaluating the potential use of this cost limitation provision, the following will be taken into consideration:
  - i. Grandfathered resources will not be included in the cost limitation calculation.
  - ii. The cost limitation calculation will only apply to the renewable attribute portion of the energy procurement. For contracts that do not split the price between the energy component and the renewable attribute, the CAISO market energy price will be used to determine the remaining portion (renewable attribute) of the cost.
  - iii. Renewable attribute that is generated and purchased in one compliance period, but is counted towards compliance in a subsequent compliance period, will be applied against the cost limitations in the compliance period in which it is counted.
  - iv. The power supply forecast from LEU's annual budgeting process will be used to calculate the annual RPS cost limitations.
- F. LEU continuously monitors its expenditure levels and will advise the Lodi Risk Oversight Committee annually of its RPS expenditures when the thresholds to implement its cost limitation are met or fall below the cost limitation thresholds to resume RPS Procurement Plan requirements.
- F. LEU shall review the need for cost limitations and the rate impact limit as part of the annual budget process described in this RPS Procurement Plan.

### **13. Historic Carryover**

- A. LEU, at its sole discretion, may elect to adopt rules that allow for procurement generated before January 1, 2011 that meets the criteria of Section 3202 (a)(2), that is in excess of the sum of the 2004-2010 annual procurement targets defined in Section 3206(a)(5)(D) and that was not applied to the RPS of another state or to a voluntary claim, to be applied to the LEU's RPS procurement target for the compliance period ending December 31, 2013, or for any subsequent compliance period.
- B. Both the historic carryover and the procurement applied to the LEU's annual procurement target must be from eligible renewable resources that were RPS-eligible under the rules in place at the time of execution of ownership agreement.
  - i. Historic carryover must be procured pursuant to a contract or ownership agreement executed before June 1, 2010.
- C. Historic carryover will be calculated based on the following:

- i. A baseline of an amount equal to 2001 procurement divided by 2001 retail sales, multiplied by 2003 total retail sales, plus one percent of 2001 retail sales.
  - ii. Annual procurement targets for 2004-2010 that are equal to the lesser of 20 percent of the previous year's retail sales or 1 percent of the previous year's retail sales greater than the annual procurement target for the previous year.
- D. All applicable historic procurement claims for January 1, 2004 – December 31, 2010, baseline calculations, annual procurement target calculations, and any other pertinent data must be submitted to the California Energy Commission by January 1, 2014.

**14. Exclusive Control (PUC section 399.30(m))**

In all matters regarding compliance with the RPS Procurement Plan, LEU shall retain exclusive control and discretion over the following:

- A. The mix of eligible renewable energy resources procured by LEU and those additional generation resources procured by LEU for purposes of ensuring resource adequacy and reliability.
- B. The reasonable costs incurred by LEU for eligible renewable energy resources owned by it.

**15. Reporting (PUC section 399.30(f), and 9605 – revised per AB 2196)**

- A. Deliberations on Procurement Plan (PUC section 399.30(f)):
  - i. *Public Notice*: LEU shall post notice of meetings if the Council will deliberate in public regarding this RPS Procurement Plan.
  - ii. *Documents and Materials Related to Procurement Status and Plans*: When LEU provides information to the City Council related to its renewable energy resources procurement status and future plans, for the City Council's consideration at a noticed public meeting, LEU shall make that information available to the public.
- B. Compliance Reporting (per Section 3207):
  - i. Annual Reports – by July 1 for each year (see Section 3206(c))
  - ii. Compliance Period Reports – by July 1 of 2014, 2017, 2021, and annually thereafter. (see Section 3207(d))

**16. Program Review**

LEU's RPS Procurement Plan shall be reviewed by the Lodi Risk Oversight Committee in accordance with LEU's Renewable Portfolio Standard Enforcement Program.

**17. Plan Modifications/Amendments**

This RPS Procurement Plan may be modified or amended by an affirmative vote of the Lodi City Council during a public meeting at the recommendation of the Lodi Risk Oversight Committee. Any Lodi City Council action to modify or amend the RPS Procurement Plan must be publicly noticed in accordance with Section 15.

**18. Voluntary Green Pricing and Shared Renewable Programs (PUC section 399.39(c)(4))**

LEU may at a future date initiate a “Voluntary Green Pricing or Shared Renewable Generation Programs.” The purpose of these programs is to provide customers options for alternative renewable energy products that are not part of LEU’s portfolio used to serve its retail load. The following provisions will apply to any such programs should they be initiated:

- A. The kilowatt hours generated by an eligible renewable energy resource that is PCC 1 or PCC 0 that is credited to a participating customer pursuant to such programs shall be excluded from LEU’s retail sales for purposes of determining its RPS procurement requirements.
- B. Any renewable energy credits associated with electricity credited to a participating customer shall not be used for compliance with procurement requirements under this article, shall be retired on behalf of the participating customer, and shall not be further sold, transferred, or otherwise monetized for any purpose.
- C. To the extent possible for generation that is excluded from retail sales under this subdivision, LEU shall seek to procure those eligible renewable energy resources that are located in reasonable proximity to program participants; provided, however, that LEU is not prohibited from seeking resources in alternate locales if suitable warranted.

**19. Enforcement Program of the RPS Procurement Plan**

- A. Lodi Electric Utility (LEU) shall have a program for the enforcement of the RPS Procurement Plan, which shall include all of the provisions, set forth herein and shall be included in the LEU RPS Procurement Plan.
- B. Annual review by the Lodi Risk Oversight Committee of the RPS Procurement Plan for each year from 2011 through 2030 shall ensure that LEU is making reasonable progress as defined in Section 5 of the RPS Procurement Plan.
- C. Compliance Period review of the RPS Procurement Plan shall include consideration of each of the following elements:

- i. By December 31 of each year following the end of a Compliance Period:
  - 1. Verify that LEU has met the procurement targets of renewable energy procurement for each compliance period defined in Section 3 of the RPS Procurement Plan.
  - 2. If targets are not met, LEU must:
    - (1) Review the applicability of applying Excess Procurement from previous Compliance Periods consistent with the provisions of the RPS Procurement Plan.
    - (2) Ensure that any Waiver of Timely Compliance was compliant with the provisions in the RPS Procurement Plan.
    - (3) Review the applicability and appropriateness of excusing performance based on the Cost Limitations for Expenditures provisions of the RPS Procurement Plan.
    - (4) Ensure that any Portfolio Balance Requirement Reduction was compliant with the provisions of the RPS Procurement Plan.
  
- D. If it is determined that LEU has failed to comply with the provisions of its RPS Procurement Plan, the Lodi Risk Oversight Committee shall take steps to correct any untimely compliance, including:
  - i. Reviewing LEU's RPS Procurement Plan to determine what changes, if any, are necessary to ensure compliance in the next Compliance Period.
  - ii. Report quarterly to the City Council regarding the progress being made toward meeting the compliance obligation for the next Compliance Period.
  - iii. Report to the City Council regarding the status of meeting subsequent compliance period targets, and all steps being taken to ensure that the obligation is timely met.

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL ADOPTING THE REVISED CITY OF LODI ELECTRIC UTILITY RENEWABLES PORTFOLIO STANDARD PROCUREMENT PLAN AND ENFORCEMENT PROGRAM

WHEREAS, on October 7, 2015, Senate Bill (SB) 350 was signed into law which mandated a 33 percent Renewables Portfolio Standard (RPS) target by 2020 and 50 percent RPS target by 2030. On September 10, 2018, SB 100 was signed into law which accelerates the RPS target to 50 percent by 2026 and 60 percent by 2030; and

WHEREAS, pursuant to Public Utilities Code, Section 399.30, Lodi Electric Utility (LEU) must adopt and implement a renewable energy resources procurement plan (RPS Procurement Plan) and a program for the enforcement of the RPS Procurement Plan (RPS Enforcement Program) and update these documents as appropriate; and

WHEREAS, the Revised City of Lodi Electric Utility Renewables Portfolio Standard Procurement Plan and Enforcement Program (Revised Plan) replaces the prior RPS Procurement Plan and Enforcement Program approved by City Council on December 11, 2011 (Resolution 2011-195), on December 19, 2012 (Resolution 2012-206), and on November 20, 2013 (Resolution 2013-207) and reflects changes as a result of most currently revised regulations; and

WHEREAS, the Revised Plan outlines a strategy for fulfilling unmet long-term generation resource needs that requires LEU to procure a minimum quantity of electricity products from eligible renewable energy resources, including renewable energy credits, as a specified percentage of the total kilowatt-hours sold to LEU's retail customers each compliance period to achieve specified procurement targets; and

WHEREAS, the Revised Plan requires LEU, through the Risk Oversight Committee, to annually review the City's progress toward meeting RPS goals and determine whether reasonable progress is being made to sufficiently meet compliance year targets; and

WHEREAS, if targets are not being met, LEU has the ability to apply historic carryover from renewable energy procured through 2010 and/or review the applicability of applying excess procurement from prior compliance periods. LEU may review the applicability and appropriateness of excusing performance based on cost limitation provisions included in the Revised Plan; and

WHEREAS, the Revised Plan includes a required long-term procurement provision whereby starting in 2021, LEU must procure at least 65 percent of its RPS resources from contracts of 10 or more years in duration. Combined with historic carryover and excess surplus, LEU anticipates its existing RPS resources will meet RPS requirements through 2024.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby adopt the Revised City of Lodi Electric Utility Renewables Portfolio Standard Procurement Plan and Enforcement Program.

Dated: October 21, 2020

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held on October 21, 2020 by the following vote:

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

JENNIFER CUSMIR  
City Clerk



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Fourth Quarter Fiscal Year 2019/20 Water, Wastewater and Electric Utility Department Financial Reports

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Deputy City Manager

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**RECOMMENDED ACTION:** Receive utility financial reports for the fourth quarter of Fiscal Year 2019/20.

**BACKGROUND INFORMATION:** In accordance with the Lodi Municipal Code, quarterly financial reports are to be prepared for the Water, Wastewater, and Electric Utilities.

Quarterly update presentations have been included in this report and a highlight of activities and progress is outlined below for each utility.

### Electric Utility Financial Highlights

- REVENUE received was 103 percent of budget. It is important to note that the budget reflected in this report was revised at midyear and includes estimated impacts due to COVID-19.
  - ✓ Sales revenue was 101 percent of budget. While the utility experienced a drop in commercial and industrial sales as a result of COVID-19, the increase in residential sales more than offset the loss experienced on the non-residential side.
  - ✓ In addition, the utility realized higher than estimated interest income and payments received by others for work performed by utility personnel.
- EXPENSES ended the year at 92 percent of budget.
  - ✓ Non-power operating expenses ended the year at 89 percent of budget.
  - ✓ Power supply costs ended the year at 98 percent of budget.
  - ✓ Capital outlay expenses ended the year at 63 percent of budget due to a delay associated with the utility's building renovation project which is scheduled to be completed in Fiscal Year 2021 as well as several vacancies in the utility's Engineering and Construction/Maintenance Divisions.
- RESERVES as of June 30, 2020 totaled approximately \$39 million. These reserves are used to fund pay-as-you-go capital improvement and system maintenance projects. These reserves were recently used during the Fiscal Year 2019/20 budget to fund approximately \$3 million in customer bill credits to help mitigate financial hardships caused by COVID-19.
- CAPITAL IMPROVEMENT PROJECTS includes over \$24 million over 5 years for capital improvement efforts. Most notable for Fiscal Year 2019/20 was completion of the McLane Substation Renovation Project as well as the utility's ongoing overhead and underground system maintenance efforts. The projects listed are all in the Fiscal Year 2020-2025 Capital Improvement Program that was included in the adopted budget.
- 5-YEAR FINANCIAL FORECAST indicates sufficient reserves over the next 5 years as capital efforts continue.

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

### **Wastewater Utility Highlights**

- REVENUE is stable and ended the fiscal year at 99 percent of budget.
  - ✓ Wastewater sales for the fiscal year ended on target at 99 percent of budget.
- EXPENSES are as a total ended the fiscal year well below the budget at 70 percent.
  - ✓ Operating expenses for the fiscal year ended slightly lower than budget at 93 percent.
  - ✓ Capital expenses for the fiscal year were below budget at 26 percent. Included in the capital budget is \$2.6 million for the Main Replacement project 8 which was bid in the third quarter and awarded in the fourth quarter, the majority of this expense will occur in fiscal year 2021. Also included in the budget is \$1.5 million for the design of the White Slough electrical building which the contract has been awarded but only a little over a quarter of this expense has been incurred through the end of the fiscal year.
- RESERVES as of June 30, 2020 totaled \$16.8 million which is 558 percent of the 90 days cash target. These reserves are used to fund pay-as-you-go capital improvement projects planned over the next several fiscal years.
- CAPITAL IMPROVEMENT PROJECTS include almost \$33 million in planned projects over the next 5 years. The major projects include main replacement projects, construction of the electrical building, fan press replacement, aeration diffuser replacement and the storm drain trash handling systems to comply with state regulations. The projects listed are all in the fiscal year 20-25 Capital Improvement Program that was included in the adopted budget.
- 5-YEAR FINANCIAL FORECAST indicates a decline in reserves through fiscal year 2024.

### **Water Utility Highlights**

- REVENUE is stable and ended the fiscal year at 103 percent of budget.
  - ✓ Water sales are ended the fiscal year at 106 percent of budget.
  - ✓ Other revenue is tracking low due to the Build America Bond subsidy that was received is half of the budgeted amount.
- EXPENSES are as a total ended the fiscal year well below the budget at 69 percent.
  - ✓ Operating expenses are ended the fiscal year slightly lower than budget at 92 percent.
  - ✓ Capital expenses ended the fiscal year well below budget at 41 percent. Included in the capital budget is almost 6 million for the Water Meter Project Phase 8 in which the contract has been awarded but only a little over half that expense occurred in the fiscal year, the remainder will be expended in fiscal year 2021. Projects awarded at the end of the fiscal year but the majority of the expense will be occurring in the following fiscal were Well 3R Rehabilitation and Well 27 GAC Replacement.
- RESERVES as of March 31, 2020 totaled \$5 million which is 174 percent of the 90 days cash target. These reserves are used to fund pay-as-you-go capital improvement projects.
- CAPITAL IMPROVEMENT PROJECTS include almost \$15 million in planned projects over the next five years. The major projects include phase 8 and multi-family phase of the meter program as well as Well 27 and Well 28 GAC treatment projects. The projects listed are all in the fiscal year 20-25 Capital Improvement Program that was included in the adopted budget
- 5-YEAR FINANCIAL FORECAST indicates a slight decline in reserves in fiscal year 2022 and 2023 due to the completion of the meter project and then forecasts sufficient reserves through fiscal year 2025.

**FISCAL IMPACT:** There is no fiscal impact from the preparation of this report.

**FUNDING AVAILABLE:** Adequate funding is available in the Fiscal Year 2019/20 budget, as amended by Council action from time to time, for the items in this report. All data is presented as current as of the date(s) obtained from the City's

financial reporting system. Final year-end audited data will be provided in the City's CAFR.

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Andrew Keys  
Deputy City Manager/Internal Services Director



# Electric Utility Department

## **FY 20 Quarterly Update** (Ending June 30, 2020)

City Council Meeting  
October 7, 2020



# Electric Utility Fund Cash Flow Summary

(June 30, 2020)

	Budget	Actual	% of Budget
<b>Revenue</b>			
Sales Revenues	71,082,330	72,181,616	101%
Development Impact Fees	333,870	265,348	79%
Other Revenues (interest, misc)	4,147,580	5,348,773	129%
<b>Total Revenues</b>	<b>75,563,780</b>	<b>77,795,737</b>	<b>103%</b>
<b>Expenses</b>			
Purchase Power	41,909,430	40,862,716	98%
Non Power	17,762,992	15,727,962	89%
Capital Projects	8,621,113	5,407,693	63%
Debt Service	3,988,010	3,954,223	99%
Cost of Service	2,269,670	2,269,670	100%
In-lieu Transfer to General Fund	7,273,890	7,273,890	100%
<b>Total Expenses</b>	<b>81,825,105</b>	<b>75,496,154</b>	<b>92%</b>

<b>Beginning Cash Balance (6/30/19)</b>		<b>37,009,865</b>
<b>Ending Cash Balance (6/30/20)</b>		<b>38,969,879</b>
<b>Reserve Policy Target</b>		<b>22,512,000</b>
<b>% of Target</b>		<b>173%</b>



# Electric Utility Funds

## Cash Balances

(June 30, 2020)

Operating Funds	\$ 27,506,371
Utility Outlay Reserve Fund	\$ 1,000,000
Public Benefits Fund	\$ 2,707,800
Impact Fee Fund	\$ 1,151,758
Solar Surcharge Fund	\$ 335,650
Greenhouse Gas Fund	\$ 6,268,300
<b>Total</b>	<b>\$ 38,969,879</b>

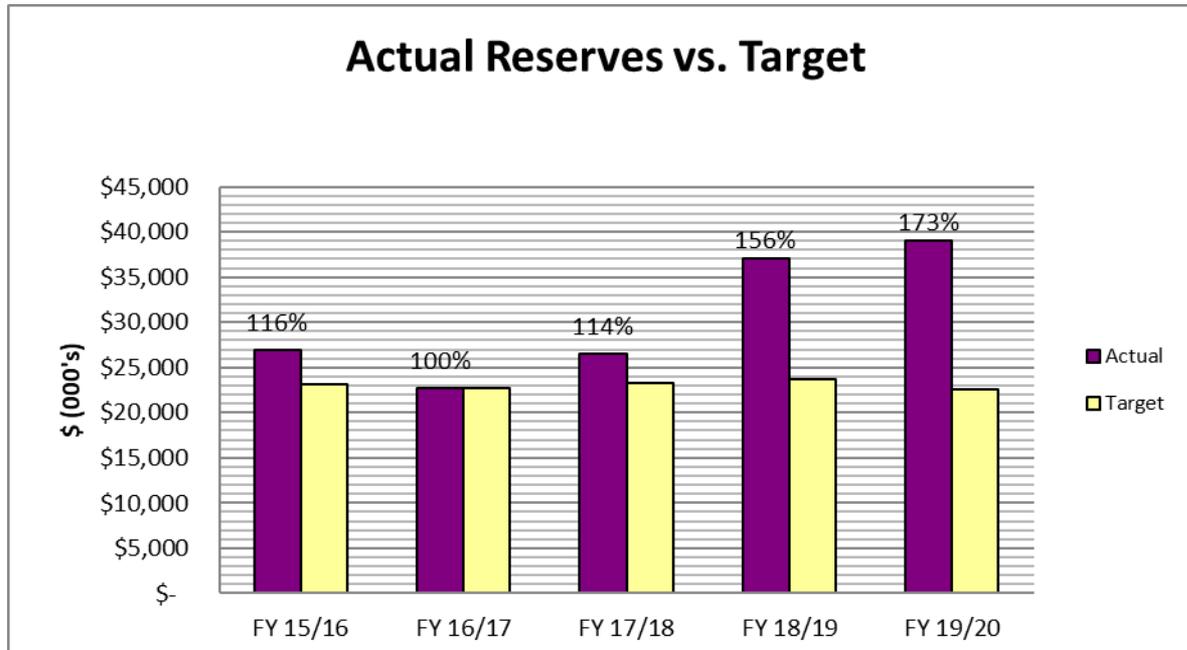


# Electric Utility Reserve Policy

(June 30, 2020)

Purpose	Target	Actual*
Operating Reserves	\$ 21,512,000	\$ 37,969,879
Capital Reserve	\$ 1,000,000	\$ 1,000,000
<b>Total Target</b>	<b>\$ 22,512,000</b>	<b>\$ 38,969,879</b>

\*Includes cash held locally and at NCPA



*Cash balances support City Council approved reserve requirements and provide funds for pay as you go Capital Improvement Projects.*



## Capital Improvement Project 5-Year Spending Plan

Project	FY 19-20 Actuals	FY 20-21 Budget***	FY 21-22 Forecast	FY 22-23 Forecast	FY 23-24 Forecast
Distribution Capacity Program	\$383,036	\$526,964	\$0	\$1,100,000	\$0
Underground / Overhead Maint	\$1,845,247	\$2,701,000	\$1,610,000	\$1,342,700	\$1,342,700
Streetlight Maintenance / Repair	\$40,447	\$50,000	\$50,000	\$50,000	\$50,000
LED Streetlight Improvements	\$88,167	\$150,000	\$150,000	\$150,000	\$150,000
230 kV Interconnection Project*	\$237,498	\$112,502	\$0	\$0	\$0
Substation Maint / Improvements	\$1,826,262	\$256,990	\$0	\$300,000	\$1,775,000
Building & Security Improvements**	\$68,262	\$2,556,588	\$350,000	\$0	\$0
Work for Others	\$786,207	\$300,000	\$550,000	\$550,000	\$550,000
Vehicles & Equipment	\$132,567	\$255,000	\$847,000	\$330,000	\$680,000
<b>Total Projects</b>	<b>\$5,407,693</b>	<b>\$6,909,044</b>	<b>\$3,557,000</b>	<b>\$3,822,700</b>	<b>\$4,547,700</b>

\*Includes planning and design costs only

\*\*LEU Office Renovation Project will commence in FY 2021

\*\*\*Includes approved CIP budget plus estimated prior year rollover



## 5-Year Financial Forecast Looking Ahead

	<b>FY 19/20 Actuals</b>	<b>FY 20-21 Budget</b>	<b>FY 21-22 Forecast</b>	<b>FY 22-23 Forecast</b>	<b>FY 23-24 Forecast</b>
<b>Available Cash</b>	<b>\$38,969,879</b>	<b>\$34,855,995</b>	<b>\$33,810,283</b>	<b>\$31,954,881</b>	<b>\$29,018,697</b>
Days Cash	210	175	167	156	141
Reserve Target	\$22,512,000	\$23,658,000	\$24,020,206	\$24,222,231	\$24,292,760
<b>% of Target</b>	<b>173%</b>	<b>147%</b>	<b>141%</b>	<b>132%</b>	<b>120%</b>

- Forecast represents preliminary actual results for FY 19/20
- FY 19/20 actuals include ~\$3 million in bill credit assistance due to COVID-19
- Current forecast assumes funding of all budgeted full-time positions.
  - LEU currently has approximately 20% vacancy rate



## Power Sales (June 30, 2020)

Power Sales (kWh)		
Customer Class	Budget	Actual
Residential	156,294,837	157,421,444
Small Commercial	159,140,314	155,726,298
Large Commercial/Small Industrial	46,249,031	41,595,289
Industrial	62,480,889	62,260,480
<b>Total</b>	<b>424,165,071</b>	<b>417,003,511</b>

Revenue (\$)			
Customer Class	Budget	Actual	Average Rate
Residential	\$ 27,853,848	\$ 30,390,732	\$ 0.1931
Small Commercial	\$ 28,167,008	\$ 27,434,013	\$ 0.1762
Large Commercial/Small Industrial	\$ 7,408,165	\$ 6,749,733	\$ 0.1623
Industrial	\$ 7,653,309	\$ 7,607,138	\$ 0.1222
<b>Total</b>	<b>\$ 71,082,330</b>	<b>\$ 72,181,616</b>	<b>\$ 0.1731</b>



## ECA Revenue

(June 30, 2020)

Customer Class	Total (\$)
Residential	\$ 2,757,621
Small Commercial	\$ 2,758,655
Large Commercial / Small Industrial	\$ 754,921
Industrial	\$ 1,114,927
<b>Total Revenue</b>	<b>\$ 7,386,124</b>



## Electric Utility Fund Operating Results (June 30, 2020)

	Budget	Actual	% of Budget
Personnel	\$ 8,593,370	\$ 8,538,207	99%
Supplies, Materials, Services	\$ 4,431,722	\$ 3,404,452	77%
Other Payments	\$ 4,656,400	\$ 3,712,892	80%
Utilities	\$ 81,500	\$ 72,411	89%
<b>Total Operating Expenses</b>	<b>\$ 17,762,992</b>	<b>\$ 15,727,962</b>	<b>89%</b>



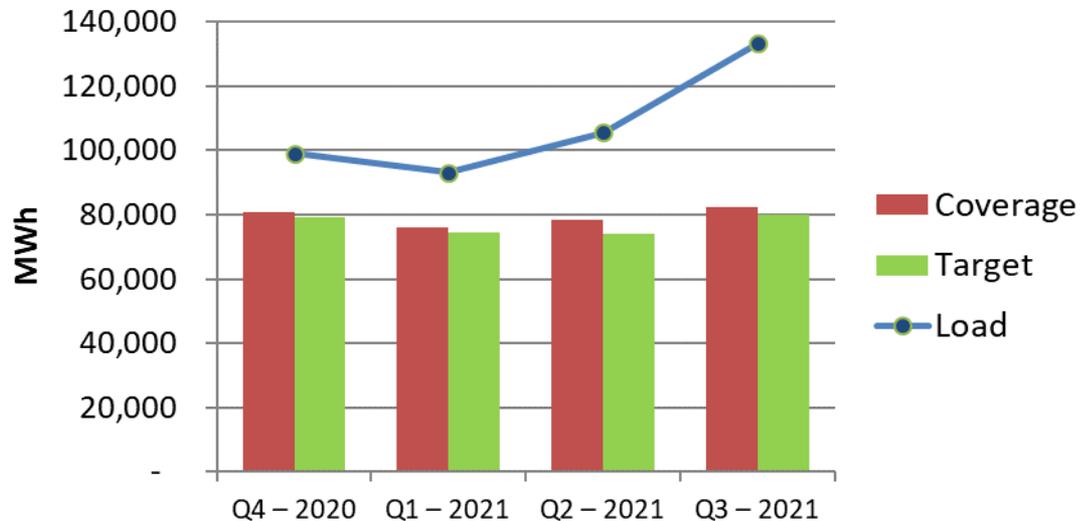
## Power Supply Costs (June 30, 2020)

	Budget	Actual	% of Budget
Generation	\$ 29,847,900	\$ 28,563,913	96%
Transmission	\$ 10,540,550	\$ 10,860,269	103%
Management Services	\$ 1,520,980	\$ 1,438,534	95%
<b>Total Power Supply Costs</b>	<b>\$ 41,909,430</b>	<b>\$ 40,862,716</b>	<b>98%</b>



## Load Coverage

	MWh Load	ROC Matrix Target	Load Coverage (Including Purchases)
Q4 – 2020	99,086	80.0%	81.6%
Q1 – 2021	93,097	80.0%	81.8%
Q2 – 2021	105,592	70.0%	74.1%
Q3 – 2021	133,140	60.0%	61.7%



- LEU continues to meet or exceed Risk Management targets
- Includes purchases approved through July 2020 by the Risk Oversight Committee



# Risk Oversight Committee (ROC) Report Highlights

- Two ROC meetings held April – June 2020
  - Provided ROC introduction/training for Mayor as new Alternate
  - Forward gas and energy purchases approved to cover open positions in 2020, 2021 and 2022
  - Provided update on hydrologic conditions – 50% below average
  - Discussed confidential Cap and Trade strategy and activities
  - Authorized sale of Low Carbon Fuel Standard Credits
    - Note this auction did not occur due to lack of demand for credits
  - Approved participation in Clean Fuel Reward Program
    - Statewide point-of-purchase rebate program for electric vehicles
  - Approved 2019 regulatory reports including Power Source Disclosure, Renewables Portfolio Standard and GHG Use of Allowance Proceeds
  - Approved Fiscal Year 2021 reserve target amounts based on Council adopted policy
  - Discussed potential new utility scale solar project



# Strategic Areas of Focus

## Project Highlights

- Customer
  - Continued public outreach campaign targeting low income assistance
  - Expanded CARE Program to June 30, 2021
  - Work underway for transition to new after-hours answering service
  - Extensive social media campaign during recent California Energy Crisis to keep customers informed during rolling black outs
- Technology
  - Broadband Feasibility Study nearly complete
  - GIS system deployment architecture review and design completed
  - OMS system integration undergoing final testing
- Financial
  - Negotiations underway for 10MW solar PPA supporting long term RPS requirements
  - Working with NCPA and other members on joint effort to sell Low Carbon Fuel Standard credits



# Strategic Areas of Focus

## Project Highlights (continued)

- **Reliability**
  - Scope of work and contract negotiations underway for citywide pole testing and treatment contract
  - Infrastructure inspections continue on schedule
  - System-wide engineering study underway for refreshed capacity, reliability, and system protection analysis
- **Workforce Planning**
  - New Senior Power Engineer hired
  - New Senior Electrical Engineering Technician hired
  - Continued vacancies on field construction side posing significant challenges to LEU operations
  - Almost 50% vacancy rate for Lineworker classification



# Public Works Department Water/Wastewater

## **FY 20 Quarterly Update** (Ending June 30, 2020)



## Wastewater Fund Cash Flow Summary

(Ending June 30, 2020)

	Budget	Actuals	% of Budget
<b>Revenue</b>			
Sales	16,249,100	16,096,777	99%
Development Impact Mitigation Fees	1,579,760	1,075,539	68%
Other (interest, septic, misc.)	771,000	1,241,641	161%
<b>Total Revenues</b>	<b>18,599,860</b>	<b>18,413,957</b>	<b>99%</b>
<b>Expenses</b>			
Operating	8,435,687	7,880,629	93%
Capital	7,442,946	1,942,454	26%
Debt Service	3,324,590	3,236,084	97%
Cost of Services Payment To General Fund	1,119,970	1,119,970	100%
<b>Total Expenses</b>	<b>20,323,193</b>	<b>14,179,137</b>	<b>70%</b>
Beginning Cash (Operations Only)		16,333,666	
Ending Cash (Operations Only)		16,849,190	
Days Cash (Excluding Capital)		503	
% of Target – 90 Days Cash on Hand		558%	



# Wastewater Operating Results

(Ending June 30, 2020)

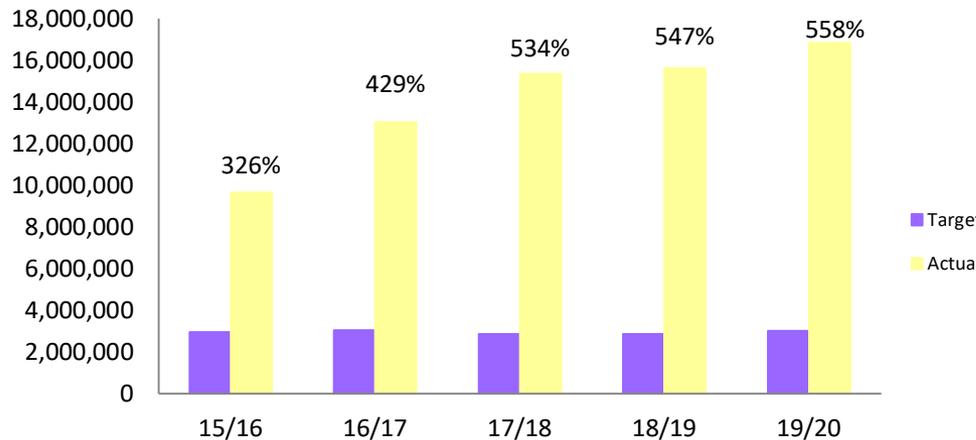
	Budget	Actuals	% of Budget
Personnel	\$ 4,174,350	\$ 4,222,783	101%
Supplies, Materials, Services	\$ 2,690,167	\$ 2,265,520	84%
Equipment, Land, Structures	\$ 285,000	\$ 200,781	70%
Other Payments	\$ 455,200	\$ 358,964	79%
Utilities	\$ 805,160	\$ 808,581	100%
Work for Others	\$ 25,810	\$ 24,000	93%
Total Operating Expenses	\$ 8,435,687	\$ 7,880,629	93%



## Wastewater Funds Cash Balances (Ending June 30, 2020)

Operating (530)	16,849,190
Utility Capital / Infrastructure Replacement (531)	2,761,144
Capital Reserve (532) (Fund used to pay White Slough COP Debt Service)	0
Wastewater IMF (533)	1,433,660
Rate Stabilization Reserve (534)	500,000
Storm Drain IMF (535)	1,540,959
<b>Total</b>	<b>23,084,953</b>

**Actual Reserves vs. Target**



*Amounts above  
reserve target are  
held for scheduled  
capital maintenance*



# 5-Year Financial Forecast

	<b>FY 19-20 Actual</b>	<b>FY 20-21 Budget</b>	<b>FY 21-22 Forecast</b>	<b>FY 22-23 Forecast</b>	<b>FY 23-24 Forecast</b>
Available Cash	\$16,849,190	\$16,495,922	\$15,533,969	\$12,185,569	\$7,347,669
Days Cash (90 day target)	503	465	427	328	193
Minimum Reserve Target (25%)	\$3,131,000	\$3,240,500	\$3,316,000	\$3,392,500	\$3,470,500
Reserve Target (50%)	\$6,262,000	\$6,481,000	\$6,632,000	\$6,785,000	\$6,941,000
% of Days Cash Target	558%	516%	475%	364%	215%



# Wastewater Planned Capital Projects

	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Lockeford Street Improvements	13,135				
Candy Cane Park	28,000				
Storm Drain Trash Handling		750,000	750,000		750,000
MSC Security Improvements	4,272	65,728			
MUS PW Admin Building Remodel		150,000			
Misc. System Relocations		35,000	35,000	35,000	35,000
Misc. Wastewater Taps	547	40,000	40,000	40,000	40,000
Collection System Capacity Enhancement Projects					
Main Replacement Project	52,007	2,547,993	2,000,000		2,000,000
Sewer Lift Station Wet Well Rehab			250,000		
Kofu Storm Water Pump Rehab			200,000		
Salas Storm Water Pump Rehab				200,000	
Henry Glaves Storm Water Pump Rehab					200,000
Lincoln Storm Pump Rehab					
Vehicles/Equipment	161,801	211,000	75,000	75,000	75,000
Upgrade Blowers		750,000			
Irrigation Improvements	752,763		750,000		
Digester #3 Cleaning		500,000			
Main Building Rollup Door	12,098				
2 <sup>nd</sup> Control Room Roof	36,361				
Electrical Room Reroof		92,000			
Plant Maintenance Improvements	89,182		100,000	110,000	100,000
Compliance Studies and Reports			200,000	200,000	200,000
Fan Press Replacement	24,375	1,000,000			
Aeration Difusser Replacement		1,000,000			
NCPA Maintenance Generator		150,000	150,000	150,000	150,000
Pump & Equipment Upgrades		110,000			
Electrical/Screen/SCADA Design	404,225	600,000			
Electrical Upgrades/SCADA Construction			1,000,000	7,000,000	5,500,000
White Slough Recycled Water Storage	363,689				
Miscellaneous Future Projects		100,000			
<b>Totals</b>	<b>\$1,942,455</b>	<b>\$8,101,721</b>	<b>\$5,550,000</b>	<b>\$7,810,000</b>	<b>\$9,050,000</b>



## Water Fund Cash Flow Summary

(Ending June 30, 2020)

	<b>Budget</b>	<b>Actuals</b>	<b>% of Budget</b>
<b>Revenue</b>			
Sales	13,395,170	14,191,983	106%
Development Impact Mitigation Fees	775,450	618,182	80%
Other (interest, tap fees, water meters, misc.)	1,294,040	1,074,091	83%
<b>Total Revenues</b>	<b>15,464,660</b>	<b>15,884,256</b>	<b>103%</b>
<b>Expenses</b>			
Operating	7,162,147	6,580,042	92%
Capital	11,058,234	4,573,669	41%
Debt Service	2,969,760	3,138,740	106%
Cost of Services Payment To General Fund	860,640	860,640	100%
<b>Total Expenses</b>	<b>22,050,782</b>	<b>15,153,091</b>	<b>69%</b>
Beginning Cash (Operations Only)		4,191,634	
Ending Cash (Operations Only)		5,038,332	
Days Cash (Excluding Capital)		174	
% of Target – 90 Days Cash on Hand		193%	



# Water Operating Results

(Ending June 30, 2020)

	<b>Budget</b>	<b>Actuals</b>	<b>% of Budget</b>
Personnel	\$ 3,180,680	\$ 3,137,863	99%
Supplies, Materials, Services	\$ 1,569,547	\$ 1,081,665	69%
Equipment, Land, Structures	\$ 105,000	\$ 80,554	77%
Other Payments	\$ 1,661,480	\$ 1,579,302	95%
Utilities	\$ 536,590	\$ 591,808	110%
Work for Others	\$ 108,850	\$ 108,850	100%
<b>Total Operating Expenses</b>	<b>\$ 7,162,147</b>	<b>\$ 6,580,041</b>	<b>92%</b>

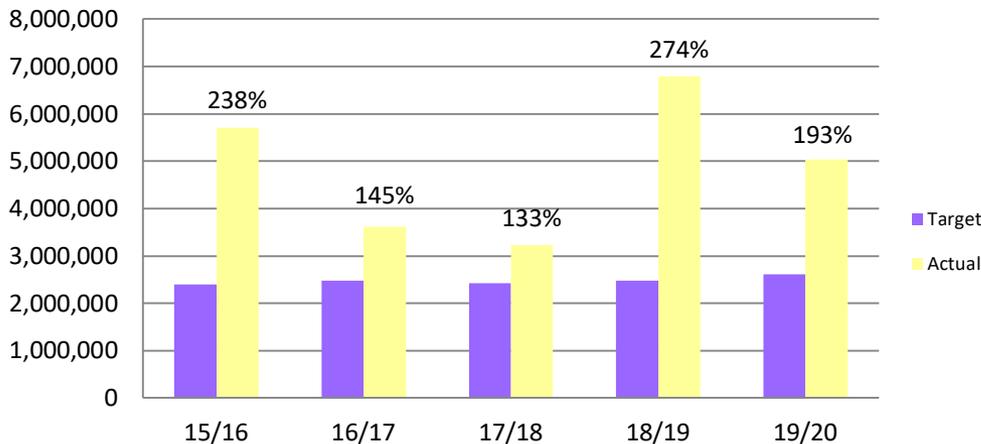


## Water Funds Cash Balances

(Ending June 30, 2020)

Operating (560)	5,038,332
Utility Capital / Infrastructure Replacement (561)	4,610,212
IMF (562)	2,498,937
PCE/TCE Settlements	9,341,934
PCE/TCE Rates (565)	3,962,275
<b>Total</b>	<b>25,451,690</b>

**Actual Reserves vs. Target**



*Amounts above reserve target are held for scheduled capital maintenance*



# 5-Year Financial Forecast

	<b>FY 19-20 Budget</b>	<b>FY 20-21 Forecast</b>	<b>FY 21-22 Forecast</b>	<b>FY 22-23 Forecast</b>	<b>FY 23-24 Forecast</b>
<b>Available Cash</b>	\$5,038,332	\$5,588,071	\$5,465,244	\$5,786,044	\$7,256,281
Days Cash (90 day target)	174	197	174	180	222
Minimum Reserve Target (25%)	\$2,644,856	\$2,591,500	\$2,868,000	\$2,928,000	\$2,988,000
Reserve Target (50%)	\$5,289,711	\$5,183,000	\$5,736,000	\$5,856,000	\$5,976,000
% of Days Cash Target	193%	219%	193%	200%	246%



## Water Planned Capital Projects

	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Water Meter Program	3,368,896	2,500,000	1,000,000	1,000,000	
MUS PW Admin Building Remodel		150,000			
Lockeford Street Imprv.	10,372				
Water Taps		75,000	75,000	75,000	75,000
Misc. Water Mains		50,000	50,000	50,000	50,000
Water Meter Replacement Program			75,000	75,000	75,000
GAC Replacement		300,000	300,000	300,000	300,000
Meter Shop Design/Construction		200,000			
Water Plant Generator		500,000			
MSC Security Improvements	4,272	70,000			
Well 4R & 22 GAC Replacement	566,179				
Well 7 Pump Rehab	3,487	171,513			
Well 14 Pump Rehab			170,000		
Well 16 Pump Rehab		166,000			
Well 17 Pump Rehab			185,000		
Well 21 Pump Rehab		200,000			
Well 22 Pump Rehab			166,000		
Well 3R Pump Rehab	49,048	120,952			
Well 15 Pump Rehab					200,000
Well 25 Pump Rehab				200,000	
Well 27 GAC Treatment & Standby Generator	19,672	800,328			
Well 28 GAC Treatment		950,000			
Vehicles/Equipment	251,575	40,000	50,000	50,000	50,000
<b>Totals</b>	<b>\$4,273,501</b>	<b>\$6,293,793</b>	<b>\$2,071,000</b>	<b>\$1,750,000</b>	<b>\$750,000</b>



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Appoint Hayley Johns to the Lodi Arts Commission; and Post for Expiring Terms on the Lodi Senior Citizens Commission and the Personnel Board of Review  
**MEETING DATE:** October 21, 2020  
**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** Appoint Hayley Johns to the Lodi Arts Commission; and post for expiring terms on the Lodi Senior Citizens Commission and the Personnel Board of Review.

**BACKGROUND INFORMATION:** The City Council directed the City Clerk to post for vacancies on the Lodi Arts Commission on August 7, 2019, and March 18, 2020.

The Mayor reviewed the applications, conducted interviews, and recommends that the City Council concur with the appointment as detailed below.

There are two expiring terms on the Lodi Senior Citizens Commission. It is recommended that the City Council direct the City Clerk to post for the expiring terms for a period of 30 days. There are also two expiring terms on the Personnel Board of Review. The Personnel Board of Review currently has three vacancies posted, so it is recommended that the City Council direct the City Clerk to post for these expiring terms until filled. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application.

**APPOINTMENTS:**

**Lodi Arts Commission**

Hayley Johns Term to expire July 1, 2022

NOTE: 4 applicants (0 applicants seeking reappointment; 4 new applications; 0 applications on file); posting ordered 8/7/19 and 3/18/20; application deadline – open until filled.

**POSTINGS:**

**Lodi Senior Citizens Commission**

Robert N. Anderson Term to expire December 31, 2020  
Susan Crosby Term to expire December 31, 2020

**Personnel Board of Review**

Walter Scheffer Term to expire December 31, 2020  
Phillip Diaz Term to expire December 31, 2020

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
Jennifer Cusmir  
City Clerk

JC/PMF

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Set Public Hearing for November 4, 2020, to Consider Adopting a Resolution Approving the 2020-21 Annual Action Plan Amendment No. 1 for the Community Development Block Grant (CDBG) Program.

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Community Development Department

**RECOMMENDED ACTION:** Set public hearing for November 4, 2020, to consider adopting a resolution approving the 2020-21 Annual Action Plan Amendment No. 1 for the Community Development Block Grant (CDBG) Program.

**BACKGROUND INFORMATION:** A public hearing is required as part of the federal requirements under the U.S. Department of Housing and Urban Development (HUD) for the CDBG program.

The 2020-21 Annual Action Plan describes the activities and funding amounts for projects occurring between July 1, 2020 to June 30, 2021. Certain reallocations of CDBG funds from one project or activity to another require a formal public review and public hearing process, called a substantial amendment. The City is looking to reallocate funds from projects that are not ready to be funded, not a good fit for CDBG funding, or are delayed in their delivery and therefore unlikely to meet HUD spending deadlines. Approximately \$114,418 of CDBG funding is available for reallocation. This is due to the process of analyzing and identifying projects to improve project delivery and management. More details will be provided in the staff report for the public hearing. The 30-day public review and comment period for this Action Plan amendment began on September 28, 2020, and will end on November 4, 2020.

The City Council will consider approval and adoption of the 2020-21 Annual Action Plan Amendment No. 1 and provide an opportunity for public comment at the November 4, 2020 meeting.

**FISCAL IMPACT:** The 2020-21 Annual Action Plan Amendment No. 1 documents are being completed as an administrative activity that is funded through the City's CDBG administrative allocation from HUD.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
John R. Della Monica, Jr.  
Community Development Director

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Resolution Approving the Classification, Job Description and Salary Range of Senior Transportation Planner in the Public Works Department

**MEETING DATE:** October 21, 2020

**PREPARED BY:** Human Resources Manager

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**RECOMMENDED ACTION:** Adopt resolution approving the classification, job description and salary range of Senior Transportation Planner in the Public Works Department.

**BACKGROUND INFORMATION:** The Transit Division within the Public Works Department is currently staffed with one Transportation Manager, one Associate Planner, and one Administrative Clerk. Council approved the addition of one Senior Transportation Planner in the FY 2020/21 budget. This resolution is to approve the classification, job description and salary range for the newly created classification of Senior Transportation Planner.

Over the past several years, transit duties have become more complex with increasing Federal Transit Administration (FTA) regulatory changes and additional reporting requirements. These regulatory changes require complex analytical and administrative tasks to ensure compliance with the changes, such as:

- Preparation of a variety of plans, programs and reports required by the FTA for regulatory compliance, including the Disadvantaged Business Enterprise (DBE) Program, the Public Transportation Agency Safety Plan (PTASP), the Title VI of the Civil Rights Act of 1964 Program, and the National Transit Database (NTD) annual reporting ;
- Coordination and preparation of documents for the FTA Triennial Performance Audit and participation in the three-day audit to substantiate the City's compliance in the 20 FTA regulatory areas;
- Collection and analysis of data for updating and preparing the City's Short Range Transit Plan, required for transit planning and system performance compliance;
- Preparation and submittal of quarterly and semi-annual reports required for Federal and State grant compliance and funding reimbursements.

Additionally, the Senior Transportation Planner will perform a wide variety of professional planning and support assignments in the adherence to FTA requirements and in furtherance of the Transit Division.

The proposed annual salary range for the Senior Transportation Planner is \$79,591.26 - \$96,743.95, which is equivalent to the salary range of the Senior Planner classification. The Lodi City Mid-Management Association (LCMMA) is in agreement with the new classification and salary range as presented.

---

APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

Staff recommends Council approve the classification, job description, salary range for Senior Transportation Planner.

**FISCAL IMPACT:** Approximately \$136,749 annually for salary and benefits.

**FUNDING AVAILABLE:** No General Funds are used in the Transit Division. Salaries and benefits are funded with FTA, TDA and local funds and are available in the current Public Works budget.

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Andrew Keys, Deputy City Manager/Internal Services Director

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Adele Post, Human Resources Manager

## **SENIOR TRANSPORTATION PLANNER**

Job descriptions are intended to present a broad and general range of duties, which includes, purpose, responsibilities, and scope of work. Job descriptions are not intended to reflect all duties within the job.

### **DEFINITION**

Under general supervision, performs a variety of complex administrative and analytical duties in support of the City's transit system and provides staff assistance to the Transportation Manager; monitors a variety of transit related contracts; performs a variety of professional planning and service monitoring, customer service and support assignments; prepares and presents planning reports, studies and recommendations, and performs other related duties as assigned.

### **DISTINGUISHING CHARACTERISTICS**

This class is distinguished from the other classes within the series by the level of responsibility assumed, complexity of duties assigned and independence of action taken. Employees are required to be fully trained in all procedures related to public transportation planning. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies within the transit work unit. May exercise direct supervision over professional, technical, and administrative support personnel in the absence of the Transportation Manager.

### **EXAMPLES OF DUTIES**

Prepares and oversees various transit programs, including the Disadvantaged Business Enterprise program, Title VI Program, Limited English Proficiency Plan, Public Transportation Agency Safety Plan and other plans and programs required by FTA for regulatory compliance;

Assist in the administration of the City's transportation systems such as Fixed Route, Dial-A-Ride and ADA paratransit services;

Tracks system monitoring data to include ridership, on-time performance data, customer comments and fare collection;

With direction from the Transportation Manager, prepares and submits a variety of State and Federal grant applications, and prepares and submits the semi-annual and/or annual grant reports required from the requisite agencies;

Meet with the public, private firms and other agencies to provide and gain information on subjects related to transportation related issues and studies; gather, analyze, and prepare summaries of complex statistical and background data and assist with the preparation of short and long-range transit planning studies;

Coordinates with higher level personnel on the review of assorted contractors performing work for the Transit Division;

Ensures transit system compliance with local, State and Federal rules, regulations and laws;

Coordinates with outside firms conducting transit system audits;

Compiles a variety of transit data and calculations for annual National Transit Database (NTD) reporting; ensures all reporting functions are in compliance with the NTD process;

Assists the general public and outside groups and agencies by providing information related to transit services; responds to complaints and requests for information relating to assigned responsibilities; explains programs, policies, and activities; supplies information concerning fares, schedules, procedures, and services provided;

Collects, maintains, updates, and analyzes data required for planning, scheduling, and system performance assessment; conducts research and analysis on a variety of transit related issues and topics; documents findings and justifies recommendations;

Represents the division on various committees with outside organizations and at staff subcommittees as assigned; coordinates transit activities with other divisions and outside agencies;

Makes oral and visual presentations, when required;

When directed, performs transit service planning, scheduling, and run-cutting;

Prepares Council Communications, PowerPoint presentations and other meeting materials for the City Council, various committees, and advisory boards as directed;

Performs other duties related to the operation of the department and the City including additional duties that enable the department and City to meet the diverse needs of its community.

### **MINIMUM QUALIFICATIONS:**

#### **Knowledge of:**

Current and effective transit system planning, data collection, development analysis techniques, travel demand modeling;

Operations, services, and activities of a transit system program;

Principles, practices, procedures, and information sources of transportation, economic, environmental and/or social concepts applicable to the transportation planning process;

Community trends and market analysis techniques;

Statistical analysis techniques and formula relevant to the planning process;

Methods and techniques of developing, coordinating and implementing public involvement and outreach processes on complex and/or politically sensitive transit issues;

Methods and techniques of data collection and research;

Methods and techniques used in customer service and public relations;

Principles of business letter writing and report preparation;

Federal and state transportation grants and assistance programs;

Marketing theories, principles, and practices and their application to transit services;

Pertinent Federal Transit Administration, state, and local laws, codes, and regulations relative to transit;

Theory, principles, and practices of governmental and transportation planning, current trends in federal, state, regional and local transportation planning, financial and budgeting knowledge, statistical and research methods;

Long-range transportation needs and transportation techniques, theory and principles of automated data collection and processing;

Windows-based PCs, spreadsheet and database applications and programming.

**Ability to:**

Manage complex records, compose and understand complex and detailed correspondence and technical reports, and perform all duties and responsibilities with a minimum of supervision;

Prepare reports, collect, analyze and compile statistical and technical information pertaining to public transportation planning;

Must be able to work professionally and courteously alone, with co-workers and in group situations;

Research, analyze, and formulate recommendations and activities regarding planning, technical, and administrative issues;

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals;

Prepare clear and concise technical, administrative and financial reports;

Prepare clear, accurate and concise tables, schedules, summaries and other materials in statistical and narrative form;

Establish and maintain various data collection, record keeping, tracking, filing, and reporting systems;

Understand the organization and operation of the City, the Transit Division, and of outside agencies as necessary to assume assigned responsibilities;

Understand, interpret and apply administrative and departmental policies and procedures as well as pertinent federal, state, and local laws, codes, and regulations;

Properly interpret, ensure compliance with, and make recommendations in accordance with laws, regulations and policies;

Identify and respond to community and organizational issues, concerns, and needs;

Coordinate multiple projects and meet critical deadlines;

Organize and prioritize timelines and project schedules in an effective and timely manner;

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications;

Work under steady pressure with frequent interruptions and changing priorities;

Communicate clearly and concisely, both orally and in writing;

Establish and maintain effective working relationships with those contacted in the course of work.

### **EDUCATION AND EXPERIENCE**

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### **Education:**

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in public administration, business administration, urban planning, transportation and planning, or closely related field.

#### **Experience:**

Minimum of four (4) years of increasingly responsible experience in transit service planning, transportation planning or closely related field.

**LICENSES AND CERTIFICATES:**

Possession of a valid Driver's License (Class C) issued from the California Department of Motor Vehicles.

**PHYSICAL DEMANDS AND WORK ENVIRONMENT:**

Work is performed primarily in a standard office environment with some travel to different sites and locations. May be exposed to safety hazards including, fumes or odors, dust or gases, chemicals, toxic materials, oil, and a variety of mechanical machinery. May be required to work extended hours including evenings and weekends and may be required to travel outside City.

Essential functions may require maintaining physical condition necessary for sitting for prolonged periods of time; to see well enough to read, write and make observations; hear well enough to converse on the radio, telephone and in person; bodily mobility to occasionally walk, bend, kneel, reach, stand, crouch, operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard, cell phones and/or hand held electronic devices; to verbally communicate to exchange information; and may be required to work nights or weekends as needed.

\*FLSA Status: Exempt

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING THE CLASSIFICATION, JOB  
DESCRIPTION, AND SALARY RANGE OF THE  
SENIOR TRANSPORTATION PLANNER POSITION

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the classification, job description, and salary range for the position of Senior Transportation Planner attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the salary range for the position of Senior Transportation Planner is hereby approved and shall be as follows:

Classification	Step 0	Step 1	Step 2	Step 3	Step 4
Senior Transportation Planner	\$79,591.26	\$83,571.26	\$87,749.05	\$92,137.33	\$96,743.95

Dated: October 21, 2020

=====

I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020, by the following vote:

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

JENNIFER CUSMIR  
City Clerk

CITY OF LODI

October 2020

**SENIOR TRANSPORTATION PLANNER**

Job descriptions are intended to present a broad and general range of duties, which includes, purpose, responsibilities, and scope of work. Job descriptions are not intended to reflect all duties within the job.

**DEFINITION**

Under general supervision, performs a variety of complex administrative and analytical duties in support of the City's transit system and provides staff assistance to the Transportation Manager; monitors a variety of transit related contracts; performs a variety of professional planning and service monitoring, customer service and support assignments; prepares and presents planning reports, studies and recommendations, and performs other related duties as assigned.

**DISTINGUISHING CHARACTERISTICS**

This class is distinguished from the other classes within the series by the level of responsibility assumed, complexity of duties assigned and independence of action taken. Employees are required to be fully trained in all procedures related to public transportation planning. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies within the transit work unit. May exercise direct supervision over professional, technical, and administrative support personnel in the absence of the Transportation Manager.

**EXAMPLES OF DUTIES**

Prepares and oversees various transit programs, including the Disadvantaged Business Enterprise program, Title VI Program, Limited English Proficiency Plan, Public Transportation Agency Safety Plan and other plans and programs required by FTA for regulatory compliance;

Assist in the administration of the City's transportation systems such as Fixed Route, Dial-A-Ride and ADA paratransit services;

Tracks system monitoring data to include ridership, on-time performance data, customer comments and fare collection;

With direction from the Transportation Manager, prepares and submits a variety of State and Federal grant applications, and prepares and submits the semi-annual and/or annual grant reports required from the requisite agencies;

Meet with the public, private firms and other agencies to provide and gain information on subjects related to transportation related issues and studies; gather, analyze, and prepare summaries of complex statistical and background data and assist with the preparation of short and long-range transit planning studies;

Coordinates with higher level personnel on the review of assorted contractors performing work for the Transit Division;

Ensures transit system compliance with local, State and Federal rules, regulations and laws;

Coordinates with outside firms conducting transit system audits;

Compiles a variety of transit data and calculations for annual National Transit Database (NTD) reporting; ensures all reporting functions are in compliance with the NTD process;

Assists the general public and outside groups and agencies by providing information related to transit services; responds to complaints and requests for information relating to assigned responsibilities; explains programs, policies, and activities; supplies information concerning fares, schedules, procedures, and services provided;

Collects, maintains, updates, and analyzes data required for planning, scheduling, and system performance assessment; conducts research and analysis on a variety of transit related issues and topics; documents findings and justifies recommendations;

Represents the division on various committees with outside organizations and at staff subcommittees as assigned; coordinates transit activities with other divisions and outside agencies;

Makes oral and visual presentations, when required;

When directed, performs transit service planning, scheduling, and run-cutting;

Prepares Council Communications, PowerPoint presentations and other meeting materials for the City Council, various committees, and advisory boards as directed;

Performs other duties related to the operation of the department and the City including additional duties that enable the department and City to meet the diverse needs of its community.

**MINIMUM QUALIFICATIONS:**

**Knowledge of:**

Current and effective transit system planning, data collection, development analysis techniques, travel demand modeling;

Operations, services, and activities of a transit system program;

Principles, practices, procedures, and information sources of transportation, economic, environmental and/or social concepts applicable to the transportation planning process;

Community trends and market analysis techniques;

Statistical analysis techniques and formula relevant to the planning process;

Methods and techniques of developing, coordinating and implementing public involvement and outreach processes on complex and/or politically sensitive transit issues;

Methods and techniques of data collection and research;

Methods and techniques used in customer service and public relations;

Principles of business letter writing and report preparation;

Federal and state transportation grants and assistance programs;

Marketing theories, principles, and practices and their application to transit services;

Pertinent Federal Transit Administration, state, and local laws, codes, and regulations relative to transit;

Theory, principles, and practices of governmental and transportation planning, current trends in federal, state, regional and local transportation planning, financial and budgeting knowledge, statistical and research methods;

Long-range transportation needs and transportation techniques, theory and principles of automated data collection and processing;

Windows-based PCs, spreadsheet and database applications and programming.

**Ability to:**

Manage complex records, compose and understand complex and detailed correspondence and technical reports, and perform all duties and responsibilities with a minimum of supervision;

Prepare reports, collect, analyze and compile statistical and technical information pertaining to public transportation planning;

Must be able to work professionally and courteously alone, with co-workers and in group situations;

Research, analyze, and formulate recommendations and activities regarding planning, technical, and administrative issues;

Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals;

Prepare clear and concise technical, administrative and financial reports;

Prepare clear, accurate and concise tables, schedules, summaries and other materials in statistical and narrative form;

Establish and maintain various data collection, record keeping, tracking, filing, and reporting systems;

Understand the organization and operation of the City, the Transit Division, and of outside agencies as necessary to assume assigned responsibilities;

Understand, interpret and apply administrative and departmental policies and procedures as well as pertinent federal, state, and local laws, codes, and regulations;

Properly interpret, ensure compliance with, and make recommendations in accordance with laws, regulations and policies;

Identify and respond to community and organizational issues, concerns, and needs;

Coordinate multiple projects and meet critical deadlines;

Organize and prioritize timelines and project schedules in an effective and timely manner;

Operate office equipment including computers and supporting word processing, spreadsheet, and database applications;

Work under steady pressure with frequent interruptions and changing priorities;

Communicate clearly and concisely, both orally and in writing;

Establish and maintain effective working relationships with those contacted in the course of work.

### **EDUCATION AND EXPERIENCE**

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### **Education:**

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in public administration, business administration, urban planning, transportation and planning, or closely related field.

#### **Experience:**

Minimum of four (4) years of increasingly responsible experience in transit service planning, transportation planning or closely related field.

**LICENSES AND CERTIFICATES:**

Possession of a valid Driver's License (Class C) issued from the California Department of Motor Vehicles.

**PHYSICAL DEMANDS AND WORK ENVIRONMENT:**

Work is performed primarily in a standard office environment with some travel to different sites and locations. May be exposed to safety hazards including, fumes or odors, dust or gases, chemicals, toxic materials, oil, and a variety of mechanical machinery. May be required to work extended hours including evenings and weekends and may be required to travel outside City.

Essential functions may require maintaining physical condition necessary for sitting for prolonged periods of time; to see well enough to read, write and make observations; hear well enough to converse on the radio, telephone and in person; bodily mobility to occasionally walk, bend, kneel, reach, stand, crouch, operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard, cell phones and/or hand held electronic devices; to verbally communicate to exchange information; and may be required to work nights or weekends as needed.

\*FLSA Status: Exempt



**CITY OF LODI  
COUNCIL COMMUNICATION**

TM

**AGENDA TITLE:** Adopt Resolution Approving the Retitle and Amendment of the Parks Superintendent Job Description and the Addition of One Parks and Properties Superintendent in the Parks, Recreation and Cultural Services Department

**MEETING DATE:** October 21, 2020

**SUBMITTED BY:** Human Resources Manager

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**RECOMMENDED ACTION:** Adopt resolution approving the retitle and amendment of the Parks Superintendent job description and the addition of one Parks and Properties Superintendent in the Parks, Recreation and Cultural Services Department.

**BACKGROUND INFORMATION:** The Parks, Recreation and Cultural Services Department (PRCS) is comprised of five business units: Administration, Administrative Services, Recreation Services, Park Services and Operations, and Park Planning and Capital Projects.

In November 2016, Council approved the creation of the Deputy PRCS Director position which was part of a long-term succession plan that addressed the pending retirement of the PRCS Director and two vacant Superintendent positions – Parks Superintendent and Recreation Superintendent (deleted from the budget in FY 2016/17). The Deputy PRCS Director and the Recreation Managers have absorbed the duties of the vacant Superintendent positions for the past several years. The Parks Superintendent position remained vacant, for a period-of-time, to provide internal staff the opportunity to obtain the training and education necessary for promotional advancement to the Parks Superintendent position.

It is crucial to the health and stability of PRCS to implement the next phase of their succession plan by adding the Parks Superintendent position into their budget and conduct a recruitment to fill the vacancy. The Parks and Properties Superintendent will be more involved in parks planning and will be tasked with the development of long-term maintenance plans for PRCS's growing park systems and properties. In the last three years, PRCS has added two additional parks (Villa Fiori and Orchard Lane) for 28 parks. Future plans include a major expansion to DeBenedetti Park and there are two more parks in the preliminary design phases that will bring the total number of parks to 30. The Parks Superintendent will provide critical oversight to these projects and allow the Deputy Director to focus on the other Divisions and administrative demands. Upon a successful internal promotion, the vacant position will provide salary savings to fund the Superintendent salary.

Staff reviewed the Parks Superintendent job description and propose a change to the title and amendments to the job description that include oversight of PRCS properties and equipment in addition to the construction, maintenance, and repair of all parks and landscaped areas. Staff reviewed the current salary (top step annual salary \$98,981.41), and are not recommending an increase. There will be no net increase to headcount after a successful internal promotion.

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APPROVED: \_\_\_\_\_  
Stephen Schwabauer, City Manager

The Lodi City Mid-Managers Association (LCMMA) reviewed the proposed title change and amendments to the job description and is in agreement with the proposed changes. If approved, Human Resources would open a promotional recruitment to fill the Parks and Properties Superintendent position.

Staff requests to retitle and amend the Parks Superintendent position and to add one Parks and Properties Superintendent position within the Parks, Recreation and Cultural Services Department.

**FISCAL IMPACT:** The fiscal impact in FY 2020/21 would be approximately \$16,544 with the forecasted salary savings from an internal promotion.

**FUNDING AVAILABLE:** Funding available through the Parks, Recreation, and Cultural Services Budget Fund 200.

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Andrew Keys, Deputy City Manager/Internal Services Director

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Adele Post, Human Resources Manager

**PARKS AND PROPERTIES SUPERINTENDENT**

Job descriptions are intended to present a broad and general range of duties which includes, purpose, responsibilities, and scope of work. Job descriptions are not intended to reflect all duties performed within the job.

**DEFINITION:**

Under general administrative direction, is responsible for the planning and direction of the construction, maintenance, custodial activities, fleet and inventory management of department equipment, and repair of all parks, properties, facilities, landscaped areas and grounds of the ~~recreation and p~~Parks, Recreation and Cultural Services department; and performs related duties as required.

**SUPERVISION EXERCISED AND RECEIVED:**

General supervision is provided by the department director; supervises assigned personnel in the Parks Division. May supervise other employees within the Department.

**EXAMPLES OF DUTIES:**

Duties may include, but are not limited to, the following:

~~Under general administrative direction, is responsible for the planning, organization and direction of the construction, maintenance and repair of all parks, landscaped areas and grounds of the recreation and park department; and performs related duties as required.~~

~~Requires major responsibility for: Develops, executes, ing and interpreting policies and procedures; y and developsing methods and procedures for the operation of the parks maintenance unit division; directsing all custodial and maintenance activities; works collaboratively with Hutchins Street Square operations staff; represents the department making personal contacts with commission members, city officers, members of civic organizations and others interested in the activities of the park division department; administering the fiscal affairs and the budgeting of the division, based on an analysis of needs. prepares, administers, and directs the parks maintenance unit annual operating budget, including assigned capital improvement and in-house construction projects; prepares, coordinates and administers state and federal grants;~~

Performs safety inspections of City parks and ensures that safe work methods and safety precautions are observed; utilizes appropriate safety equipment in working around hazardous chemicals and in hazardous environments;

Surveys, and studies, and researches current park design trends present and proposed parks and collaborates with planning teams on parks or facilities related areas; and layouts and oversees the design of new landscape areas; and updates and administers best practices in maintenance and custodial standards and procedures;

Represents the city and department by making presentations to and working closely with citizen boards and commissions, and public and private organizations, and a variety of user groups and strategic partners; responds to user concerns, problems or complaints in a timely manner, maintainsing a customer service philosophy that is responsive and strives to improve facility

safety, security and accessibility; represents the department as a contributing member of the PRCS management team; fosters collaborative and inclusive relationships with internal and external customers and departments; represents PRCS on the City's safety oversight committee;

~~Prepares, administers, and directs the division's budget, including capital improvement and in-house construction projects; prepares, coordinates and administers state and federal grants.~~

Oversees and supervises the activities of the Parks Division subordinate staff; hires, assigns, trains, directs, schedules, and monitors staff duties; evaluates employee performance, provides for professional development of staff, and takes appropriate corrective action when necessary;  
~~Coordinates, delegates and follows up on the work of assigned staff; sets work priorities and coordinates and schedules assignments; prepares necessary work orders, requisitions, correspondence, contracts, plans, maps, schedules and charts;~~

Leverages technology to improve operational efficiencies; spearheads technological advancements for the Parks Division, including the oversight of an automated work order system;

Plans and conducts in-service training programs; monitors status of required licenses and certifications;

Prepares a variety of periodic and special reports related to parks maintenance operations, as well as support provided to recreation programs and activities; develops and ~~writes~~ updates annual best practices and standard operating procedure manuals; develops, administers and reports on annual work plan initiatives for the Parks Division; and instruction procedures.

Performs other duties related to the operation of the department and the City including additional duties that enable the department and City to meet the diverse needs of its community.

## **MINIMUM QUALIFICATIONS:**

### **Knowledge of:**

Principles and modern methods of maintenance and parks design; theories, principles, techniques and equipment used in turf management, tree care and stewardship, general landscaping, park system operations, including and maintenance and custodial functions; ~~modern methods, techniques, principles and procedures used in the maintenance, alteration or operation of landscapes and parks;~~

Principles and practices of employee supervision, including selection, training, evaluation and discipline; principles, practices and techniques of team leadership, ~~supervision,~~ group facilitation, team-building, total quality management, consensus building and empowerment of subordinates;

Principles and methods of administration, including goal setting, utilization of annual work plans, policy and procedure development, work and program evaluation and work standards; principles budgetary administration and control; principles of grant application and proposal preparation and administration of grant funds;

Safety practices and equipment related to work.

**Ability to:**

Under general administrative direction, is responsible for the planning, organization and direction of the construction, maintenance and repair of all parks, properties, landscaped areas and grounds of the recreation and park department; and performs related duties as required;:-

Develop and administer parks maintenance contracts; manage and direct multi-faceted parks operations and maintenance/custodial programs;:-

Plan, organize, assign, direct, review, and evaluate the work of assigned staff;:-

Exercise sound independent judgement within general guidelines;:-

Prepare and deliver clear, concise and complete oral and written reports and correspondence;:-

Establish and maintain effective working relationships with those contacted in the course of the work.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to experience and education that would likely provide the required knowledges and abilities would be qualifying. A typical combination is:

**Education:**

Equivalent to graduation from a four-year college or university with major coursework in public administration, facility management, landscape architecture or a closely related field.

**Experience:**

Five years of progressively responsible experience in parks development, operations, and maintenance, three of which include administrative and supervisory responsibilities.

**LICENSES AND CERTIFICATES:**

Possession of an appropriate, valid driver's license from the California Department of Motor Vehicles.

**The Following Certifications are Desirable:**

Pest Control Advisor's license issued by the State of California.

~~Possession of the~~ Certified Playground Safety Inspector certification issued by California Park & Recreation Society (CPRS)/National Recreation and Park Association (NRPA) affiliated instructor.

~~Possession of~~ Certified Arborist certification issued by the International Society of Arboriculture.

Certified Pool Operator certification issued by National Swimming Pool Foundation or similar agency.

Certified Parks and Recreation Professional certification issued by NRPA.

**Environment:**

Office and field setting; travel from site to site; incumbents may be exposed to noise, dust, grease, smoke, fumes, potentially toxic chemicals, and inclement weather conditions; work and/or walk on various types of surfaces including slippery or uneven surfaces.

**Physical:**

Primary functions require sufficient physical ability and mobility to work in an office and field setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight on a frequent basis and lift, carry, push, and/or pull moderate to heavy amounts of weight on an occasional basis; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of transportation; and to verbally communicate to exchange information.

RESOLUTION NO. 2020-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING  
THE RETITLE AND AMENDMENT OF THE  
PARKS SUPERINTENDENT JOB DESCRIPTION AND ADDING  
ONE PARKS AND PROPERTIES SUPERINTENDENT  
POSITION WITHIN THE PARKS, RECREATION AND  
CULTURAL SERVICES DEPARTMENT

=====

WHEREAS, the Parks, Recreation and Cultural Services (PRCS) Department is responsible for the planning, construction, maintenance, and management of all parks, properties, facilities, and landscaped areas and grounds of PRCS within the City; and

WHEREAS, there is a need for a full-time Parks Superintendent who can provide oversight to the Park Planning and Capital Projects division.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the retitle and amendment of the Parks Superintendent job description and adding one Parks and Properties Superintendent position within the PRCS Department.

Dated: October 21, 2020

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I hereby certify that Resolution No. 2020-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 21, 2020, by the following vote:

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

JENNIFER CUSMIR  
City Clerk

CITY OF LODI

March 2011  
Amended and Retitled October 2020**PARKS AND PROPERTIES SUPERINTENDENT**

Job descriptions are intended to present a broad and general range of duties which includes, purpose, responsibilities, and scope of work. Job descriptions are not intended to reflect all duties performed within the job.

**DEFINITION:**

Under general administrative direction, is responsible for the planning and direction of the construction, maintenance, custodial activities, fleet and inventory management of department equipment, and repair of all parks, properties, facilities, landscaped areas and grounds of the Parks, Recreation and Cultural Services department; and performs related duties as required.

**SUPERVISION EXERCISED AND RECEIVED:**

General supervision is provided by the department director; supervises assigned personnel in the Parks Division. May supervise other employees within the Department.

**EXAMPLES OF DUTIES:**

Duties may include, but are not limited to, the following:

Develops, executes, and interprets policies and procedures; develops methods and procedures for the operation of the parks maintenance unit; directs all custodial and maintenance activities; works collaboratively with Hutchins Street Square operations staff; represents the department with commission members, city officers, members of civic organizations and others interested in the activities of the department; prepares, administers, and directs the parks maintenance unit annual operating budget, including assigned capital improvement and in-house construction projects; prepares, coordinates and administers state and federal grants;

Performs safety inspections of City parks and ensures that safe work methods and safety precautions are observed; utilizes appropriate safety equipment in working around hazardous chemicals and in hazardous environments;

Surveys, studies, and researches current park design trends and collaborates with planning teams on parks or facilities related areas; oversees the design of new landscape areas; updates and administers best practices in maintenance and custodial standards and procedures;

Represents the city and department by making presentations to and working closely with citizen boards and commissions, public and private organizations, and a variety of user groups and strategic partners; responds to user concerns, problems or complaints in a timely manner, maintains a customer service philosophy that is responsive and strives to improve facility safety, security and accessibility; represents the department as a contributing member of the PRCS management team; fosters collaborative and inclusive relationships with internal and external customers and departments; represents PRCS on the City's safety oversight committee;

Oversees and supervises the activities of the Parks Division subordinate staff; hires, assigns, trains, directs, schedules, and monitors staff duties; evaluates employee performance, provides for professional development of staff, and takes appropriate corrective action when necessary; coordinates, delegates and follows up on the work of assigned staff; sets work priorities and

coordinates and schedules assignments; prepares necessary work orders, requisitions, correspondence, contracts, plans, maps, schedules and charts;

Leverages technology to improve operational efficiencies; spearheads technological advancements for the Parks Division, including the oversight of an automated work order system;

Plans and conducts in-service training programs; monitors status of required licenses and certifications;

Prepares a variety of periodic and special reports related to park maintenance operations, as well as support provided to recreation programs and activities; develops and updates annual best practices and standard operating procedure manuals; develops, administers and reports on annual work plan initiatives for the Parks Division;

Performs other duties related to the operation of the department and the City including additional duties that enable the department and City to meet the diverse needs of its community.

### **MINIMUM QUALIFICATIONS:**

#### **Knowledge of:**

Principles and modern methods of maintenance and parks design; theories, principles, techniques and equipment used in turf management, tree care and stewardship, general landscaping, park system operations, including maintenance and custodial functions;

Principles and practices of employee supervision, including selection, training, evaluation and discipline; principles, practices and techniques of team leadership, group facilitation, team-building, total quality management, consensus building and empowerment of subordinates;

Principles and methods of administration, including goal setting, utilization of annual work plans, policy and procedure development, work and program evaluation and work standards; principles budgetary administration and control; principles of grant application and proposal preparation and administration of grant funds;

Safety practices and equipment related to work.

#### **Ability to:**

Under general administrative direction, is responsible for the planning, organization and direction of the construction, maintenance and repair of all parks, properties, landscaped areas and grounds of the recreation and park department; and performs related duties as required;

Develop and administer park maintenance contracts; manage and direct multi-faceted parks operations and maintenance/custodial programs;

Plan, organize, assign, direct, review, and evaluate the work of assigned staff;

Exercise sound independent judgement within general guidelines;

Prepare and deliver clear, concise and complete oral and written reports and correspondence;

Establish and maintain effective working relationships with those contacted in the course of the work.

**EDUCATION AND EXPERIENCE:**

Any combination equivalent to experience and education that would likely provide the required knowledges and abilities would be qualifying. A typical combination is:

**Education:**

Equivalent to graduation from a four-year college or university with major coursework in public administration, facility management, landscape architecture or a closely related field.

**Experience:**

Five years of progressively responsible experience in parks development, operations, and maintenance, three of which include administrative and supervisory responsibilities.

**LICENSES AND CERTIFICATES:**

Possession of an appropriate, valid driver's license from the California Department of Motor Vehicles.

**The Following Certifications are Desirable:**

Pest Control Advisor's license issued by the State of California.

Certified Playground Safety Inspector certification issued by California Park & Recreation Society (CPRS)/National Recreation and Park Association (NRPA) affiliated instructor.

Certified Arborist certification issued by the International Society of Arboriculture.

Certified Pool Operator certification issued by National Swimming Pool Foundation or similar agency.

Certified Parks and Recreation Professional certification issued by NRPA.

**Environment:**

Office and field setting; travel from site to site; incumbents may be exposed to noise, dust, grease, smoke, fumes, potentially toxic chemicals, and inclement weather conditions; work and/or walk on various types of surfaces including slippery or uneven surfaces.

**Physical:**

Primary functions require sufficient physical ability and mobility to work in an office and field setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight on a frequent basis and lift, carry, push, and/or pull moderate to heavy amounts of weight on an occasional basis; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of transportation; and to verbally communicate to exchange information.

FLSA Status: EXEMPT



# CITY OF LODI COUNCIL COMMUNICATION

TM

**AGENDA TITLE:** Adopt Ordinance No. 1979 Entitled, “An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Title 15 – Buildings and Construction – by Repealing and Reenacting Chapter 15.60 – Flood Damage Prevention – in Its Entirety; Amending Lodi Municipal Code Title 17 – Development Code – by Repealing and Reenacting Section 17.14.040, “General Performance Standards,” in Its Entirety; and Amending Lodi Municipal Code Chapter 17.28 – Overlaying Zoning Districts – by Repealing and Reenacting Section 17.28.030, “Flood Hazard (-F) Overlay Zoning Districts,” in Its Entirety; and Amending the Lodi Zoning Map to Establish the Flood Hazard (-F) – 200-Year Overlay District to Implement the Provisions of Senate Bill 5 and Senate Bill 1278 Related to 200-Year Flood Protection”

**MEETING DATE:** October 21, 2020

**PREPARED BY:** City Clerk

**RECOMMENDED ACTION:** Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1979.

**BACKGROUND INFORMATION:** Ordinance No. 1979 entitled, “An Ordinance of the City Council of the City of Lodi Amending Lodi Municipal Code Title 15 – Buildings and Construction – by Repealing and Reenacting Chapter 15.60 – Flood Damage Prevention – in Its Entirety; Amending Lodi Municipal Code Title 17 – Development Code – by Repealing and Reenacting Section 17.14.040, “General Performance Standards,” in Its Entirety; and Amending Lodi Municipal Code Chapter 17.28 – Overlaying Zoning Districts – by Repealing and Reenacting Section 17.28.030, “Flood Hazard (-F) Overlay Zoning Districts,” in Its Entirety; and Amending the Lodi Zoning Map to Establish the Flood Hazard (-F) – 200-Year Overlay District to Implement the Provisions of Senate Bill 5 and Senate Bill 1278 Related to 200-Year Flood Protection,” was introduced at the regular City Council meeting of October 7, 2020.

**ADOPTION:** With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov’t Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov’t Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

**FISCAL IMPACT:** Not applicable.

**FUNDING AVAILABLE:** Not applicable.

\_\_\_\_\_  
Jennifer Cusmir  
City Clerk

JC/PMF  
Attachment

**APPROVED:** \_\_\_\_\_  
Stephen Schwabauer, City Manager

ORDINANCE NO. 1979

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI AMENDING LODI MUNICIPAL CODE TITLE 15 – BUILDINGS AND CONSTRUCTION – BY REPEALING AND REENACTING CHAPTER 15.60 – FLOOD DAMAGE PREVENTION – IN ITS ENTIRETY; AMENDING LODI MUNICIPAL CODE TITLE 17 – DEVELOPMENT CODE – BY REPEALING AND REENACTING SECTION 17.14.040, “GENERAL PERFORMANCE STANDARDS,” IN ITS ENTIRETY; AND AMENDING LODI MUNICIPAL CODE CHAPTER 17.28 – OVERLAY ZONING DISTRICTS – BY REPEALING AND REENACTING SECTION 17.28.030, “FLOOD HAZARD (-F) OVERLAY ZONING DISTRICTS,” IN ITS ENTIRETY; AND AMENDING THE LODI ZONING MAP TO ESTABLISH THE FLOOD HAZARD (-F) – 200-YEAR OVERLAY DISTRICT TO IMPLEMENT THE PROVISIONS OF SENATE BILL 5 AND SENATE BILL 1278 RELATED TO 200-YEAR FLOOD PROTECTION

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Chapter 15.60 – Flood Damage Prevention – is hereby repealed and reenacted in its entirety and shall read as follows:

CHAPTER 15.60 - FLOOD DAMAGE PREVENTION

Article I. - General Provisions

15.60.10 Statutory Authorization.

The Legislature of the State of California has in Government Code Sections 65302, 65560, and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the City Council of the City of Lodi does hereby adopt the following floodplain management regulations.

15.60.020 Findings of Fact.

- A. The flood hazard areas of the City of Lodi are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare; and
- B. These flood losses are caused by uses that are inadequately elevated, flood-proofed, or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities also contributes to flood losses.

15.60.30 Statement of Purpose.

It is the purpose of this chapter to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by legally enforceable regulations applied uniformly throughout the community to all publicly and privately-owned land within flood prone, mudslide [i.e. mudflow], or flood related erosion areas. These regulations are designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
6. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
7. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
8. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

#### 15.60.040 Methods of Reducing Flood Losses.

In order to accomplish its purposes, this chapter includes regulations to:

1. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
4. Control filling, grading, dredging, and other development which may increase flood damage;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.
6. Restrict or prohibit new development in areas identified as within the 200-year floodplain.

#### 15.60.50 Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

- A. "A zone" See "Special flood hazard area."
- B. "Accessory structure" means a structure that is either:
  1. Solely for the parking of no more than two cars; or
  2. A small, low-cost shed for limited storage, less than one hundred twenty square feet.

- C. "Accessory use" means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.
- D. "Alluvial fan" means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel, and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.
- E. "Apex" means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.
- F. "Appeal" means a request for a review of the Floodplain Administrator's interpretation of any provision of this chapter.
- G. "Area of shallow flooding" means a designated AO or AH Zone on the flood insurance rate map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
- H. "Area of special flood hazard" See "Special flood hazard area."
- I. "Base flood" means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood").
- J. "Base flood elevation" (BFE) means the elevation shown on the flood insurance rate map for Zones AE, AH, A1-30, VE and V1-V30 that indicates the water surface elevation resulting from a flood that has a one percent or greater chance of being equaled or exceeded in any given year.
- K. "Basement" means any area of the building having its floor subgrade - i.e., below ground level - on all sides.
- L. "Building" See "Structure."
- M. "Development" means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations or storage of equipment or materials.
- N. "Encroachment" means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures, or development into a floodplain which may impede or alter the flow capacity of a floodplain.
- O. "Existing manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before March 1, 1978.
- P. "Expansion to an existing manufactured home park or subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

- Q. "Flood, flooding, or flood water" means:
1. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e., mudflows); and
  2. The condition resulting from flood-related erosion.
  3. See definition EEE for additional description of flooding in the 200-year floodplain.
- R. "Flood boundary and floodway map (FBFM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.
- S. "Flood insurance rate map (FIRM)" means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.
- T. "Flood insurance study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the flood insurance rate map, the flood boundary and floodway map, and the water surface elevation of the base flood.
- U. "Floodplain or floodprone area" means any land area susceptible to being inundated by water from any source —See "Flooding."
- V. "Floodplain Administrator" is the community official designated by title to administer and enforce the floodplain management regulations.
- W. "Floodplain management" means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.
- X. "Floodplain management regulations" means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power which control development in floodprone areas. This term describes federal, state, or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.
- Y. "Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents. For guidelines on dry and wet floodproofing, see FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93.
- Z. "Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as "regulatory floodway."

- AA. "Floodway fringe" is that area of the floodplain on either side of the "regulatory floodway" where encroachment may be permitted.
- BB. "Fraud and victimization" as related to Section 15.60.240 and Section 15.60.250 of this chapter, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the City of Lodi will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty to one-hundred years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger, and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.
- CC. "Functionally dependent use" means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.
- DD. "Governing body" is the local governing unit, i.e. county or municipality that is empowered to adopt and implement regulations to provide for the public health, safety, and general welfare of its citizenry.
- EE. "Hardship" as related to Section 15.60.240 of this chapter means the exceptional hardship that would result from a failure to grant the requested variance. The City of Lodi requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.
- FF. "Highest adjacent grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- GG. "Historic structure" means any structure that is:
1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
  2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
  3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.
- HH. "Levee" means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.
- II. "Levee system" means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.
- JJ. "Lowest floor" means the lowest floor of the lowest enclosed area, including basement (see "Basement" definition).
1. An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building's lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:
    - a. The flood openings standard in Section 15.60.180(C)(3);
    - b. The anchoring standards in Section 15.60.180(A);
    - c. The construction materials and methods standards in Section 15.60.180(B);
    - d. The standards for utilities in Section 15.60.190.
- KK. "Manufactured home" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle."
- LL. "Manufactured home park or subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- MM. "Market value" is defined in the City of Lodi substantial damage/improvement procedures. See Section 15.60.130(B)(1).
- NN. "Mean sea level" means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.
- OO. "New construction," for floodplain management purposes, means structures for which the "start of construction" commenced on or after April 16, 2010, and includes any subsequent improvements to such structures.
- PP. "New manufactured home park or subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of

streets, and either final site grading or the pouring of concrete pads) is completed on or after March 1, 1978.

- QQ. "Obstruction" includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation, or other material in, along, across, or projecting into any watercourse which may alter, impede, retard, or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.
- RR. "One-hundred-year flood" or "100-year flood." See "Base flood."
- SS. "Program deficiency" means a defect in a community's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations.
- TT. "Public safety and nuisance" as related to Section 15.60.240 and Section 15.60.250 of this chapter, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.
- UU. "Recreational vehicle" means a vehicle which is:
1. Built on a single chassis;
  2. Four hundred square feet or less when measured at the largest horizontal projection;
  3. Designed to be self-propelled or permanently towable by a light-duty truck; and
  4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- VV. "Regulatory floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
- WW. "Remedy a violation" means to bring the structure or other development into compliance with state or local floodplain management regulations, or if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damage, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing state or federal financial exposure with regard to the structure or other development.
- XX. "Riverine" means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.
- YY. "Sheet flow area." See "Area of shallow flooding."
- ZZ. "Special flood hazard area (SFHA)" means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. It is shown on an FHBM or FIRM as Zone A, AO, A1-A30, AE, A99, or, AH.

- AAA. "Start of construction" includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- BBB. "Structure" means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.
- CCC. "Substantial damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent of the market value of the structure before the damage occurred.
- DDD. "Substantial improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:
- Any project for improvement of a structure to correct existing violations or state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."
- EEE. "Two Hundred (200) Year Floodplain" means areas that have a 1-in-200 chance of flooding (water depths of three feet or more) in any given year using criteria consistent with, or developed by, the California Department of Water Resources. As used in this chapter, the term shall be ascribed to all areas labeled as such on Figure 2 of the Safety Element of the General Plan.
- FFF. "Urban Level of Flood Protection" means the level of protection that is necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year using criteria consistent with, or developed by, the California Department of Water Resources.
- GGG. "Variance" means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

HHH. "Violation" means the failure of a structure or other development to be fully compliant with this chapter. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.

GGG. "Water surface elevation" means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

HHH. "Watercourse" means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

#### 15.60.60 Lands to Which This Chapter Applies.

This chapter shall apply to all areas of special flood hazards within the jurisdiction of City of Lodi.

#### 15.60.70 Basis for Establishing the Areas of Special Flood Hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the "Flood Insurance Study (FIS) for San Joaquin County, California, and Incorporated Areas" dated October 16, 2009, with accompanying flood insurance rate maps (FIRM's) and flood boundary and floodway maps (FBFM's), dated October 16, 2009, and all subsequent amendments and/or revisions, are hereby adopted by reference and declared to be a part of this chapter. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the City of Lodi by the Floodplain Administrator. The study, FIRM's and FBFM's are on file at the City of Lodi Public Works Department, 221 West Pine Street, Lodi, California, 95240.

Areas designated as within the 200-year floodplain were identified in the December 19, 2018 study, "Mokelumne River Hydraulic Analyses: Summary of Methodology and Results," prepared by Kjeldsen Sinnock Nuedeck, Inc. (KSN). The study and supporting analysis are on file at the City of Lodi Public Works Department, 221 West Pine Street, Lodi, California, 95240.

#### 15.60.80 Compliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violation of the requirements (including violations of conditions and safeguards) shall constitute a misdemeanor. Nothing herein shall prevent the City of Lodi from taking such lawful action as is necessary to prevent or remedy any violation.

#### 15.60.90 Abrogation and Greater Restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

15.60.100 Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in a manner most protective of property and human health and safety; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

15.60.110 Warning and Disclaimer of Liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of City of Lodi, any officer or employee thereof, the State of California, or the Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

Article II. – Administration

15.60.120 Designation of the Floodplain Administrator.

The Public Works Director is hereby appointed to administer, implement, and enforce this chapter by granting or denying development permits in accord with its provisions.

15.60.130 Duties and Responsibilities of the Floodplain Administrator.

The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to the following:

- A. Permit Review. Review all development permits to determine:
  - 1. Permit requirements of this chapter have been satisfied, including determination of substantial improvement and substantial damage of existing structures;
  - 2. All other required state and federal permits have been obtained;
  - 3. The site is reasonably safe from flooding;
  - 4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. This means that the cumulative effect of the proposed development when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within the City of Lodi;
  - 5. All letters of map revision (LOMR's) for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMR's). Approved CLOMR's allow construction of the

proposed flood control project and land preparation as specified in the "start of construction" definition.

B. Development of Substantial Improvement and Substantial Damage Procedures.

1. Using FEMA publication FEMA 213, "Answers to Questions About Substantially Damaged Buildings," develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage, to include defining "market value."
2. Assure procedures are coordinated with other departments/divisions and implemented by City staff.

C. Review, Use, and Development of Other Base Flood Data. When base flood elevation data has not been provided in accordance with Section 15.60.070, the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or other source, in order to administer Article III, Provisions for Flood Hazard Reduction.

NOTE: A base flood elevation may be obtained using one of two methods from the FEMA publication, FEMA 265, "Managing Floodplain Development in Approximate Zone A Areas - A Guide for Obtaining and Developing Base (100-year) Flood Elevations," dated July 1995.

D. 200-year Flood Zone Determination. Review development applications to determine whether a proposed project is within the 200-year floodplain. No development or physical changes requiring a development permit required by this Title shall be allowed within the 200-year floodplain unless it has first met one or more of the following findings; these findings shall be made by the Floodplain Administrator.

1. The project has an Urban Level of Flood Protection from flood management facilities that is not reflected in the most recent map of the 200-year floodplain;
2. Conditions imposed on the project will provide for an Urban Level of Flood Protection;
3. Adequate progress has been made toward construction of a flood protection system to provide an Urban Level of Flood Protection for the project, as indicated by the Central Valley Flood Protection Board for State projects, or by the Floodplain Administrator for local projects; or
4. The project is a site improvement that would not result in the development of a new habitable structure and would not increase risk of damage to neighboring development or alter the conveyance area of a watercourse in the case of a flood.

E. Allowable Land Uses, -F200 Overlay District. Nothing in this subsection is intended to authorize a use not otherwise allowed in the primary zoning district with which the -F200 overlay district is combined.

- F. Exempt Projects, -F200 Overlay District. Site improvements that would not result in the development of a new habitable structure and would not increase risk of damage to neighboring development or alter the conveyance area of a watercourse in the case of a flood are exempt from the restrictions of the -F200 overlay district. Improvements that qualify for this exemption include, but are not limited to, the replacement or repair of a damaged or destroyed habitable structure with substantially the same building footprint area; interior repairs or remodels to existing structures; additions to existing residential dwellings; new non-habitable structures or repairs or remodels to non-habitable structures including but not limited to landscape features, detached garages, and pools and spas.
- G. Notification of Other Agencies.
1. Alteration or relocation of a watercourse:
    - a. Notify adjacent communities and the California Department of Water Resources prior to alteration or relocation;
    - b. Submit evidence of such notification to the Federal Emergency Management Agency;
    - c. Assure that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained.
  2. Base flood elevation changes due to physical alterations:
    - a. Within six months of information becoming available or project completion, whichever comes first, the Floodplain Administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a letter of map revision (LOMR).
    - b. All LOMR's for flood control projects are approved prior to the issuance of building permits. Building permits must not be issued based on conditional letters of map revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.
    - c. Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.
  3. Changes in corporate boundaries:

Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.
- H. Documentation of Floodplain Development. Obtain and maintain for public inspection and make available, as needed the following:

1. Certification required by Section 15.60.180(C)(1) and Section 15.60.210 (lowest floor elevations);
  2. Certification required by Section 15.60.180(C)(2) (elevation or floodproofing of nonresidential structures);
  3. Certification required by Section 15.60.180(C)(3) (wet floodproofing standard);
  4. Certification of elevation required by Section 15.60.200(A)(3) (subdivisions and other proposed development standards);
  5. Certification required by Section 15.60.230(B) (floodway encroachments); and
  6. Maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.
- I. Map Determination. Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard, where there appears to be a conflict between a mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 15.60.260.
- J. Remedial Action. Take action to remedy violations of this chapter as specified in Section 15.60.080.
- K. Biennial Report. Complete and submit biennial report to FEMA.
- L. Planning. Assure community's general plan is consistent with floodplain management objectives herein.

15.60.140 Development Permit -F100 Overlay District.

No structure or land shall, after the effective date of the ordinance codified in this chapter, be located, extended, converted or altered within the -F100 overlay district without full compliance with the terms of this chapter, and without having first received a development or construction permit in accordance with the provisions of this title and, for developments requiring use permits, with the provisions of this code Sections 17.72.040 through 17.72.110. Development permit applications shall be reviewed by the Community Development Director and the requirements of this chapter enforced in accordance with this code Sections 17.87.060 through 17.87.090.

A development permit shall be obtained before any construction or other development, including manufactured homes, within any area of special flood hazard established in Section 15.60.070. Application for a development permit shall be made on forms furnished by the City of Lodi. The applicant shall provide the following minimum information:

- A. Plans in duplicate, drawn to scale, showing:
1. Location, dimensions, and elevation of the area in question, existing or proposed structures, storage of materials and equipment and their location;

2. Proposed locations of water supply, sanitary sewer, and other utilities;
  3. Grading information showing existing and proposed contours, any proposed fill, and drainage facilities;
  4. Location of the regulatory floodway when applicable;
  5. Base flood elevation information as specified in Section 15.60.070 or Section 15.60.130(C);
  6. Proposed elevation in relation to mean sea level, of the lowest floor (including basement) of all structures; and
  7. Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed, as required in Section 15.60.180(C)(2) of this chapter and detailed in FEMA Technical Bulletin TB 3-93.
- B. Certification from a registered civil engineer or architect that the nonresidential floodproofed building meets the floodproofing criteria in Section 15.60.180(C)(2).
  - C. For a crawl-space foundation, location and total net area of foundation openings as required in Section 15.60.180(C)(3) of this chapter and detailed in FEMA Technical Bulletins 1-93 and 7-93.
  - D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
  - E. All appropriate certifications listed in Section 15.60.130(E) of this chapter.

15.60.150 Permitted Uses—Generally.

The following uses are permitted in the -F100 overlay district without a use permit where modification or removal of native vegetation, including trees, is not required:

- A. Agriculture;
- B. Open space agricultural uses not requiring a closed building such as cropland, orchards, and livestock feeding and grazing;
- C. The storage of farm machinery which is readily removable from the area within the time available after a flood warning;
- D. Recreational; firmly anchored recreational floating docks;
- E. Modification of native vegetation: Where modification or removal of native vegetation is required, such modification or removal may be permitted after obtaining a development permit consisting of written approval from the Community Development Director; provided, that such proposed modifications in the floodplain have been found to be consistent with the open space conservation element of the general plan.

15.60.160 Permitted Uses, -F100 Overlay District—Use permit and State Approvals.

The following uses may be permitted in the -F100 overlay district after approval of a conditional use permit by the City and after approval by the state department of fish and game and the reclamation board of the state; provided, that as determined by said reclamation board, a combination of such uses within the floodplain does not materially increase the flood height of the intermediate regional floodplain; and provided further,

that as determined by the State Department of Fish and Game, full mitigation measures will be used to protect and enhance the trees, native plant materials and wildlife in the floodplain, in accordance with good fish and game practices and in accordance with the general standards listed under Article III, "Provisions for Flood Hazard Reduction," of this chapter:

- A. Residential dwellings on existing undeveloped lots in subdivisions approved before January 1, 1977;
  - B. Outdoor recreational facilities:
    - Campgrounds
    - Boating facilities
    - Parks
    - Golf courses or driving ranges
    - Athletic fields
    - Shooting ranges
  - C. Fences, fills, walls, excavations, or other appurtenances which do not constitute an obstruction or debris-catching obstacle to the passage of floodwaters and which are consistent with the open space-conservation element policies;
  - D. Private drives, bridges, and public utility wires and pipelines for transmission and distribution;
  - E. Improvements in stream channel alignment, cross-section and capacity, including modification of riverbank and flood protection levees;
  - F. Structures that are designed to have a minimum effect upon the flow of water and are firmly anchored to prevent the structure from flotation (excepting floating docks); provided, that no structures for human habitation is permitted;
  - G. Other similar uses of a type not appreciably damaged by floodwaters.
- 15.60.170 Prohibited Uses, -F100 Overlay District.

In the areas of special flood hazard for residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (see "basement" definition). This prohibition includes below-grade garages and storage areas.

#### Article III. - Provisions for Flood Hazard Reduction

##### 15.60.180 Standards of Construction.

In all areas of special flood hazards the following standards are required:

- A. Anchoring. All new construction and substantial improvements of structures, including manufactured homes, shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- B. Construction Materials and Methods. All new construction and substantial improvements of structures, including manufactured homes, shall be constructed:

1. With flood resistant materials, and utility equipment resistant to flood damage for areas below the base flood elevation;
2. Using methods and practices that minimize flood damage;
3. With electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and
4. Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

C. Elevation and Floodproofing.

1. Residential Construction. All new construction or substantial improvements of residential structures shall have the lowest floor, including basement:
  - a. In AE, AH, A1-30 Zones, elevated to eighteen inches or more above the base flood elevation.
  - b. In an AO Zone, elevated above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two feet above the highest adjacent grade if no depth number is specified.
  - c. In an A Zone, without BFE's specified on the FIRM [unnumbered A Zone], elevated to eighteen inches or more above the base flood elevation; as determined under Section 15.60.130(C).
  - d. In the -F200 overlay zone, finished floor shall be at or above the elevation of the 200-year flood.

Upon the completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

2. Nonresidential Construction. All new construction or substantial improvements of nonresidential structures shall either be elevated to conform with Subsection (C)(1) of this section or:
  - a. Be floodproofed, together with attendant utility and sanitary facilities, below the elevation recommended under Subsection (C)(1) of this section, so that the structure is watertight with walls substantially impermeable to the passage of water;
  - b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
  - c. Be certified by a registered civil engineer or architect that the standards of Subsection (C)(2)(a) and (b) of this

section are satisfied. Such certification shall be provided to the Floodplain Administrator.

3. Flood Openings. All new construction and substantial improvements of structures with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must meet the following minimum criteria:
  - a. For non-engineered openings:
    - i. Have a minimum of two openings on different sides having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
    - ii. The bottom of all openings shall be no higher than one foot above grade;
    - iii. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; and
    - iv. Buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter; or
  - b. Be certified by a registered civil engineer or architect.
4. Manufactured Homes. See Section 15.60.210.
5. Garages and Low Cost Accessory Structures.
  - a. Attached Garages.
    - i. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry of flood waters. See Subsection (C)(3) of this section. Areas of the garage below the BFE must be constructed with flood resistant materials. See Subsection (B) of this section.
    - ii. A garage attached to a nonresidential structure must meet the above requirements or be dry floodproofed. For guidance on below grade parking areas, see FEMA Technical Bulletin TB-6.
  - b. Detached garages and accessory structures.
    1. "Accessory structures" used solely for parking (2 car detached garages or smaller) or limited storage (small, low-cost sheds), as defined in Section

15.60.050, may be constructed such that its floor is below the base flood elevation (BFE), provided the structure is designed and constructed in accordance with the following requirements:

- i. Use of the accessory structure must be limited to parking or limited storage;
- ii. The portions of the accessory structure located below the BFE must be built using flood-resistant materials;
- iii. The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;
- iv. Any mechanical and utility equipment in the accessory structure must be elevated or floodproofed to eighteen inches or more above the BFE;
- v. The accessory structure must comply with floodplain encroachment provisions in Section 15.60.230; and
- vi. The accessory structure must be designed to allow for the automatic entry of flood waters in accordance with Subsection (C)(3) of this section.

2. Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in this section.

15.60.190 Standards for Utilities.

- A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:
  1. Infiltration of flood waters into the systems;
  2. Discharge from the systems into flood waters.
- B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

15.60.200 Standards for Subdivisions and Other Proposed Development.

- A. All new subdivisions proposals and other proposed development, including proposals for manufactured home parks and subdivisions, greater than fifty lots or five acres, whichever is the lesser, shall:
  1. Identify the special flood hazard areas (SFHA) and base flood elevations (BFE).
  2. Identify the elevations of lowest floors of all proposed structures and pads on the final plans.

3. If the site is filled above the base flood elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a letter of map revision based on fill (LOMR-F) to the Floodplain Administrator:
  - a. Lowest floor elevation.
  - b. Pad elevation.
  - c. Lowest adjacent grade.
- B. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.
- C. All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- D. All subdivisions and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.

15.60.210 Standards for Manufactured Homes.

- A. All manufactured homes that are placed or substantially improved, on sites located: (1) outside of a manufactured home park or subdivision; (2) in a new manufactured home park or subdivision; (3) in an expansion to an existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall:
  1. Within Zones A1-30, AH, and AE on the community's flood insurance rate map, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to eighteen inches or more above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on the community's flood insurance rate map that are not subject to the provisions of Subsection (A) of this section will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either the:
  1. Lowest floor of the manufactured home is at eighteen inches or more above the base flood elevation; or
  2. Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six inches in height above grade.

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

15.60.220 Standards for Recreational Vehicles.

- A. All recreational vehicles placed in Zones A1-30, AH, and AE will either:
1. Be on the site for fewer than one hundred eighty consecutive days; or
  2. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
  3. Meet the permit requirements of Section 15.60.140 of this chapter and the elevation and anchoring requirements for manufactured homes in Section 15.60.210 (A).

15.60.230 Floodways.

Since floodways are an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

- A. Until a regulatory floodway is adopted, no new construction, substantial development, or other development (including fill) shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than one foot at any point within the City of Lodi.
- B. Within an adopted regulatory floodway, the City of Lodi shall prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered civil engineer is provided demonstrating that the proposed encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.
- C. If Subsections (A) and (B) of this section are satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Article III of this chapter.

Article IV. - Variance Procedure

15.60.240 Nature of Variances.

The issuance of a variance is for floodplain management purposes only. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by the granting of a variance.

The variance criteria set forth in this section are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

The need to protect citizens from flooding is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long-term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this chapter are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

Variances may not be granted that would permit fraud and victimization of the public or that would present a threat to public safety or create a nuisance.

15.60.250 Conditions for Variances.

- A. Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of Sections 15.60.120—15.60.170, and Sections 15.60.180—15.60.230 of this chapter have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.
- B. Variances may be issued for the repair or rehabilitation of "historic structures" (as defined in Section 15.60.050 of this chapter) upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- C. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.
- D. Variances shall only be issued upon a determination that the variance is the "minimum necessary" considering the flood hazard, to afford relief. "Minimum necessary" means to afford relief with a minimum of deviation from the requirements of this chapter. For example, in the case of variances to an elevation requirement, this means the City of Lodi need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only to that elevation which the City of Lodi believes will both provide relief and preserve the integrity of the local ordinance.
- E. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:
  - 1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as twenty-five dollars for one hundred dollars of insurance coverage, and
  - 2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the Floodplain Administrator in the Office of the San Joaquin County Recorder and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

- F. The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

15.60-260 Appeals.

The City Council of the City of Lodi shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this chapter.

SECTION 2. Lodi Municipal Code Section 17.14.040 – General Performance Standards is hereby repealed and reenacted in its entirety and shall read as follows:

17.14.040 General Performance Standards.

All land uses activities, and processes shall be operated and maintained so as to not be injurious to public health, safety or welfare, and to comply with the following standards:

- A. Air Emissions. No visible dust, gasses, or smoke shall be emitted, except as necessary for the heating or cooling of structures, and the operation of motor vehicles on the site.
- B. Combustibles and Explosives. The use, handling, storage, and transportation of combustibles and explosives shall comply with the Uniform Fire Code.
- C. Ground Vibration. No ground vibration shall be generated that is perceptible without instruments by a reasonable person at the property lines of the site, except for motor vehicle operations.
- D. Light and Glare. See Section 17.14.070 (Lighting).
- E. Liquid Waste. No liquid shall be discharged into a public or private body of water, sewage system, watercourse, or into the ground, except in compliance with applicable regulations of the California Regional Water Quality Control Board.
- F. Noise. No use, activity, or process shall exceed the maximum allowable noise standards identified by the general plan.
- G. Odor. No obnoxious odor or fumes shall be emitted that are perceptible without instruments by a reasonable person at the property line of the site.
- H. Radioactivity, Electrical Disturbance or Electromagnetic Interference. None of the following shall be emitted:
  - 1. Radioactivity, in a manner that does not comply with all applicable state and federal regulations; or
  - 2. Electrical disturbance or electromagnetic interference that interferes with normal radio or television reception, or with the function of other electronic equipment beyond the property line of the site; or that does not comply with all applicable Federal Communications Commission (FCC) and other applicable state and federal regulations.

- I. Flooding. All development shall be in compliance with the provisions of Chapter 15.60 (Flood Damage Prevention).

SECTION 3. Lodi Municipal Code Section 17.28.030 Flood Hazard (-F) Overlay Zoning Districts is hereby repealed and reenacted in its entirety and shall read as follows:

17.28.030 - Flood hazard (-F100 and -F200) Overlay Zoning Districts.

- A. Purpose. The -F100 and -F200 overlay districts are intended to protect people and property from flood hazard risks by appropriately regulating development and land uses within areas subject to flooding. Special regulation is necessary for the protection of the public health, safety and general welfare, and of property and improvements from hazards and damage resulting from floodwaters and to promote the open space conservation element policies of the general plan.
- B. Applicability, -F100 Overlay District.
  1. Application to Property. The -F100 overlay district is applied to areas within the city prone to flood hazard risks from the 100-year storm event, combined with any primary zoning district as shown on the zoning map and by Section 17.10.020 (Zoning Districts Established).
  2. Floodplain Boundaries. The Mokelumne River floodplain is defined as those areas of special flood hazard identified by the Federal Insurance Administration through a scientific and engineering report entitled, "The Flood Insurance Study for the City of Lodi," dated October 2009, with accompanying flood insurance rate maps and any revision thereto, which are adopted by reference and declared to be a part of this section. Maps and data which reflect this delineation are on file at City Hall.
- C. Applicability, -F200 Overlay District.
  1. Application to Property. The -F200 overlay district is applied to areas within the city prone to flood hazard risks from the 200-year storm event, combined with any primary zoning district as shown on the zoning map and as established by Section 17.10.020 (Zoning Districts Established).
  2. Floodplain Boundaries. The 200-year floodplain is identified on Figure 8.2, 200-Year Flood Zones, of the City of Lodi General Plan Safety Element.
- D. Permit Requirements, -F100 Overlay District. No structure or land shall, after the effective date of the ordinance codified in this chapter, be located, extended, converted or altered within the -F100 overlay zoning district without full compliance with the terms of this chapter, and without having first received a development or construction permit in accordance with the provisions of this title and, for developments requiring use permits, with the provisions of Section 17.12.030.
- E. Allowable Land Uses, -F100 Overlay District. Nothing in this subsection is intended to authorize a use not otherwise allowed in the primary zoning district with which the -F overlay district is combined.

1. Permitted Uses Generally, -F100 Overlay District. Unless otherwise prohibited or subject to a use permit in the primary zoning district, the following uses are permitted without a use permit where modification or removal of native vegetation, including trees, is not required:
  - a. Agriculture;
  - b. Open space agricultural uses not requiring a closed building such as, orchards, and livestock feeding and grazing;
  - c. The storage of farm machinery which is readily removable from the area within the time available after flood warning;
  - d. Recreational: Firmly anchored recreational floating docks; and
  - e. Modification of Native Vegetation: Where modification or removal of native vegetation is required, such modification or removal may be after obtaining a development permit consisting of written approval from the Community Development Director; provided, that such modifications in the floodplain have been found to be consistent with the general plan.
  
2. Permitted Uses, -F100 Overlay District—Use Permit and State Approval. Unless otherwise prohibited in the primary zoning district, the following uses may be permitted after approval of a conditional use permit by the City and after approval by the State Department of Fish and Game and the reclamation board of the state; provided, that as determined by said reclamation board, a combination of such uses within the floodplain does not materially increase the flood height of the intermediate regional floodplain; and provided further, that as determined by the State Department of Fish and Game, full mitigation measures will be used to protect and enhance the trees, native plant materials and wildlife in the floodplain, in accordance with good fish and game practices and in accordance with the following:
  - a. Residential dwellings on existing undeveloped lots in subdivisions approved before January 1, 1977;
  - b. Outdoor recreational facilities:
    - i. Campgrounds;
    - ii. Boating facilities;
    - iii. Parks;
    - iv. Golf courses or driving ranges;
    - v. Athletic fields; and
    - vi. Shooting ranges;
  - c. Fences, fills, walls, excavations or other appurtenances which do not constitute an obstruction or debris-catching obstacle to the passage of floodwaters and which are consistent with the open space-conservation element policies;
  - d. Private drives, bridges, and public utility wires and pipelines for transmission and distribution;

- e. Improvements in stream channel alignment, cross-section and capacity, including modification of riverbank and flood protection levees;
  - f. Structures that are designed to have a minimum effect upon the flow of water and are firmly anchored to prevent the structure from flotation (excepting floating docks); provided, that no structures for human habitation is permitted;
  - g. Other similar uses of a type not appreciably damaged by floodwaters.
3. Prohibited Uses—Storage or Processing. The storage or processing of materials that are in time of flooding buoyant, flammable or explosive, or could be injurious to human, animal or plant life, is prohibited.
- F. Development Standards, -F100 Overlay District. In all areas zoned in the -F100 overlay district, the provisions set out in subsections 1 through 6 are required.
1. Elevation of Lowest Floor. The lowest floor of any residential structure, including garages and accessory buildings, shall be elevated eighteen inches or more above the level of the base flood elevation.
  2. Anchorage. All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.
  3. Construction Practices and Materials. All new construction or substantial improvements shall be constructed with materials and utility equipment resistant to flood damage using methods and practices that minimize flood damage.
  4. Water and Sewer Systems. New and replacement water and sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.
  5. Nonresidential Structures. New nonresidential structures shall be floodproofed or elevated eighteen inches or more above the level of the base flood.
  6. Floodproofing. All structures requiring floodproofing shall be so designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads with effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this section are satisfied and a copy of such certification shall be provided to the Director of Public Works and the Chief Building Inspector.
- G. Flood Zone Determination – 200-Year Floodplain.
1. No development or physical changes requiring a development permit required by this Title shall be allowed within the 200-year floodplain unless it has first met one or more of the findings established under Section 15.60.130.D of this code.

2. Allowable Land Uses, -F200 Overlay District. Nothing in this subsection is intended to authorize a use not otherwise allowed in the primary zoning district with which the -F200 overlay district is combined.
  3. Exempt Projects, -F200 Overlay District. Site improvements that would not result in the development of a new habitable structure and would not increase risk of damage to neighboring development or alter the conveyance area of a watercourse in the case of a flood are exempt from the restrictions of the -F200 overlay district. Improvements that qualify for this exemption include, but are not limited to, the replacement or repair of a damaged or destroyed habitable structure with substantially the same building footprint area; interior repairs or remodels to existing structures; additions to existing residential dwellings; new non-habitable structures or repairs or remodels to non-habitable structures including but not limited to landscape features, detached garages, and pools and spas.
- H. Warning—Liability Denied. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the City or by any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made under this chapter.

SECTION 4. The Lodi Zoning Map is hereby amended to include the -F-200 Overlay District which includes lands subject to flooding during the 200-year storm as identified in the Kjeldsen, Sinnock and Neudeck, Inc., study, “Mokelumne River Hydraulic Analyses: Summary of Methodology & Results,” dated December 19, 2018.

SECTION 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care toward persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 7. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 8. Effective Date and Publication. This Ordinance shall take effect thirty (30) days after its adoption. In lieu of publication of the full text of the Ordinance within fifteen (15) days after its passage, a summary of the Ordinance may be published at least five (5) days prior to and fifteen (15) days after adoption by the City Council, and a certified copy shall be posted in the office of the City Clerk pursuant to Government Code section 36933(c)(1).

Approved this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
DOUG KUEHNE  
Mayor

Attest:

JENNIFER CUSMIR  
City Clerk

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State of California  
County of San Joaquin, ss.

I, Jennifer Cusmir, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1979 was introduced at a regular meeting of the City Council of the City of Lodi held October 7, 2020, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held \_\_\_\_\_, 2020, by the following vote:

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

I further certify that Ordinance No. 1979 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER CUSMIR  
City Clerk

Approved as to Form:

JANICE D. MAGDICH  
City Attorney