



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: March 4, 2015

Time: Closed Session 6:00 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Jennifer M. Ferraiolo
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) Conference with Adele Post, Human Resources Manager, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, and Lodi Professional Firefighters Pursuant to Government Code §54957.6 (CM)

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

- B-1 Fix a Leak Week Proclamation (PW)
- B-2 Quarterly Update from the Greater Lodi Area Youth Commission (PRCS)

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

- C-1 Receive Register of Claims in the Amount of \$2,844,228.02 (FIN)
- C-2 Approve Minutes (CLK)
 - a) February 10 and 17, 2015 (Shirtsleeve Sessions)
 - b) February 18, 2015 (Regular Meeting)
- C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for the Lodi Lake Wading Pool Resurfacing Improvements (PRCS)
- Res. C-4 Approve Specifications and Authorize Advertisement for Bids; Adopt Resolution Authorizing City Manager to Award Bid and Execute Contract for Downtown Way-Finding Sign Installation Project Phase 1A and Appropriating Funds (\$110,000) (PW)
- Res. C-5 Adopt Resolution Authorizing Purchase of Sports Lighting Components from Musco Corporation, of Oskaloosa, Iowa; Accepting \$32,500 Donation from the Boosters of Boys/Girls Sports; and Appropriating Funds (\$160,429) (PRCS)
- Res. C-6 Adopt Resolution Awarding Contract for Well 6R Pump Replacement Project to Golden State Irrigation and Pump Services, of Stockton (\$19,144) and Appropriating Funds (\$30,000) (PW)
- Res. C-7 Adopt Resolution Awarding Contract for Fire Station No. 3 Building Repairs to CNW Construction, of Rescue (\$49,000) (PW)

- Res. C-8 Adopt Resolution Authorizing City Manager to Execute Agreements with the Following Entities for Water Meter Program Phase 5 and Appropriating Funds (\$3,400,707): a) Knife River Construction, of Stockton, for Construction (\$2,778,225); b) RMC Water and Environment, of Walnut Creek, Task Order No. 7 for Engineering Services During Construction (\$37,482); c) Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$250,000); and d) Henderson Bros. Company, Inc., of Lodi, for On-Call Residential Plumbing Services (\$40,000) (PW)
- Res. C-9 Adopt Resolution Authorizing City Manager to Execute Public Highway Overpass Crossing Agreement with Union Pacific Railroad Company and Approving Appropriation for Harney Lane Grade Separation Right-of-Way Acquisition (\$89,600) (PW)
- Res. C-10 Adopt Resolution Authorizing Destruction of Certain Citywide Records in Accordance with the Government Code and the City's Records Management Policy (CLK)
- C-11 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

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.

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. Communications – None

I. Regular Calendar – None

J. Ordinances – None

K. 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 M. Ferraiolo
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 Jennifer M. Ferraiolo 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 Jennifer M. Ferraiolo (209) 333-6702.

Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City's website at www.lodi.gov by clicking the meeting webcasts link.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Proclamation Proclaiming March 16 to 22, 2015, as “Fix a Leak Week” in Lodi

MEETING DATE: March 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Presentation of proclamation proclaiming March 16 to 22, 2015, as “Fix a Leak Week” in Lodi.

BACKGROUND INFORMATION: This year marks the U.S. Environmental Protection Agency’s WaterSense program’s seventh “National Fix a Leak Week,” a time to remind Americans to check their household fixtures and irrigation systems for leaks.

Common types of leaks found in the home include leaking toilet flappers, dripping faucets, showerheads, and other leaking valves. Fixing easily corrected household water leaks can save homeowners the amount of water used to fill a backyard swimming pool each year and 10 percent or more on their utility costs. Approximately four percent of the nation’s electricity consumption is used moving or treating water and wastewater. One of the best ways to save energy across the country and in our own homes is to use water more efficiently.

The Lodi Public Works Department’s Water Conservation Program is designed to reduce demands on Lodi’s water supply by increasing the efficiency of water use within its service area and has been a WaterSense promotional partner since 2010.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/smh
Attachments

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Quarterly Update from the Greater Lodi Area Youth Commission

MEETING DATE: March 4, 2015

PREPARED BY: Parks, Recreation, and Cultural Services Director

RECOMMENDED ACTION: Receive quarterly update from Greater Lodi Area Youth Commission (LYC).

BACKGROUND INFORMATION: The LYC desires to stay more connected to the City Council and the community by having current commissioners provide a quarterly report on the activities of the Commission.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jeff Hood
Parks, Recreation, and Cultural Services Director

Prepared by: JCW

APPROVED: _____
Stephen Schwabauer, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Receive Register of Claims through February 12, 2015 in the Total Amount of \$2,844,228.02.

MEETING DATE: March 4, 2015

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$2,844,228.02.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$2,844,228.02 through 02/12/15. Also attached is Payroll in the amount of \$1,281,876.52.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report

City of Lodi, CA - v10.5 Live

1/30/2015 through 2/12/2015

Fund	Amount
100 - General Fund	946,853.95
120 - Library Fund	1,288.29
140 - Expendable Trust	74,250.77
200 - Parks, Rec & Cultural Services	59,656.30
270 - Comm Dev Special Rev Fund	10,089.15
300 - Street Fund	500.00
301 - Gas Tax-2105,2106,2107	74,487.04
302 - Gas Tax -2103	520.75
303 - Measure K Funds	4,051.53
306 - RTIF County/COG	4,105.00
307 - Federal - Streets	52,136.04
308 - IMF(Regional) Streets	128,639.95
350 - H U D	22,856.33
431 - Capital Outlay/General Fund	321,484.60
432 - Parks & Rec Capital	3,530.00
437 - IMF Parks & Rec Facilities	10,240.00
500 - Electric Utility Fund	144,301.18
501 - Utility Outlay Reserve Fund	42,132.60
504 - Public Benefits Fund	9,103.90
530 - Waste Water Utility Fund	112,643.42
531 - Waste Wtr Util-Capital Outlay	451,700.11
560 - Water Utility Fund	94,722.06
561 - Water Utility-Capital Outlay	27,862.56
565 - PCE/TCE Rate Abatement Fund	2,139.00
590 - Central Plume	11,241.72
600 - Dial-a-Ride/Transportation	13,250.81
601 - Transit Capital	153,007.38
602 - Transit-Prop. 1B	3,850.00
603 - TSSSDRA	3,850.00
650 - Internal Service/Equip Maint	46,903.50
655 - Employee Benefits	8,970.75
660 - General Liabilities	1,070.90
665 - Worker's Comp Insurance	365.07
801 - L&L Dist Z1-Almond Estates	2,423.36
Total	2,844,228.02

Council Report: Payroll City of Lodi, CA - v10.5 Live Pay Period 2/1/2015

Fund	Description	Amount
100	General Fund	684,612.65
120	Library Fund	25,910.39
200	Parks, Rec & Cultural Services	103,417.59
214	LPD-OTS Grants	2,826.85
217	CalGRIP	740.61
270	Comm Dev Special Rev Fund	24,668.85
301	Gas Tax-2105,2106,2107	31,262.15
500	Electric Utility Fund	161,645.40
530	Waste Water Utility Fund	118,639.57
560	Water Utility Fund	12,231.02
561	Water Utility-Capital Outlay	588.12
600	Dial-a-Ride/Transportation	7,919.49
650	Internal Service/Equip Maint	16,128.86
655	Employee Benefits	2,955.89
Report Total		1,193,547.44

Retiree's Payroll PPE 2/28/2015 \$83,329.08

Total \$1,281,876.52



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CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) February 10, 2015 (Shirtsleeve Session)
b) February 17, 2015 (Shirtsleeve Session)
c) February 18, 2015 (Regular Meeting)

MEETING DATE: March 4, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) February 10, 2015 (Shirtsleeve Session)
b) February 17, 2015 (Shirtsleeve Session)
c) February 18, 2015 (Regular Meeting)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 10, 2015**

A. Roll Call by City Clerk

The Shirtsleeve Session of February 10, 2015, was called to order by Mayor Johnson at 7:01 a.m.

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

Absent: None

Also Present: City Manager Schwabauer, and City Clerk Ferraiolo

B. Topic(s)

B-1 Receive Information Regarding Maintenance Activity, Cost, and Funding for Downtown Lodi (PW)

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding maintenance activity, cost, and funding for downtown Lodi. Specific items of discussion included capital investment, Business Improvement Area No. 1, Downtown Lodi Business Partnership (DLBP) responsibilities, City responsibilities, current maintenance effort, planned maintenance, deferred maintenance, other improvements, and funding sources.

In response to Council Member Mounce, Deputy City Manager Jordan Ayers stated that the Business Improvement District (BID) loan was paid off as part of the refinancing of the debt service, which also incorporated the financing of the police station. The annual combined debt service is \$1.6 million that is spread among the Police Department, Hutchins Street Square, and the general fund. At the request of Council Member Mounce, Mr. Ayers stated he would provide Council with the exact figures.

In response to Mayor Johnson, Mr. Sandelin stated that much of the funding for the downtown improvements comes from federal, state, or transit authority funds. City Manager Schwabauer added that the downtown revitalization project was funded by the City with bonds and the parking lot reconstruction was a City-paid project.

In response to Council Member Mounce, Mr. Sandelin confirmed that most of the funding received was earmarked specifically for these projects, adding that San Joaquin Council of Governments (SJCOG) has been a strong proponent of City projects.

In response to Council Member Mounce, Mr. Sandelin stated there is only one downtown public restroom, which is located at the multimodal station and is maintained by the City.

Mr. Sandelin confirmed that the City repaired the electrical outlets downtown and stated that City staff does not hang the tree lights. In response to Council Member Mounce, Mr. Schwabauer stated that he informed the Chamber of Commerce that the outlets were repaired.

In response to Mayor Johnson, Mr. Sandelin stated that Council will have a Shirtsleeve Session on February 24 to discuss downtown lighting and that, with the assistance of the City Clerk's Office, notification will be sent to those downtown business owners who presented the petition regarding downtown concerns at the February 4 Council meeting.

Mr. Sandelin stated that the project to remove and replace the uneven pavers is \$50,000, not \$20,000 as listed on the PowerPoint, and Mr. Schwabauer added that this project will come

before Council in the near future as that issue needs to be rectified quickly. Mr. Sandelin stated that the worst locations are around the Lodi Arch, due to tree roots.

Mr. Sandelin stated that Council will soon hold its goal setting session and urged Council to let staff know which issues are most important, to which Council Member Kuehne shared his top three goals: 1) trunk lighting; 2) tree uprights; and 3) concrete and paver cleaning. Council Member Mounce concurred. Mr. Schwabauer cautioned that sidewalk cleaning is a more complicated and costly process than most think because the dirty water cannot run into the drain and must be collected and disposed of properly.

Council Member Mounce expressed support for investing money into the downtown area, especially in light of the upcoming Amgen tour, which will bring in a significant number of visitors and tourist dollars that can be used toward this effort.

Council Member Kuehne provided an example of how much effort is required to clean the concrete with little result to show for it, sharing his recent demonstration of cleaning a small portion in front of the Chamber office. He added that concrete sealers are expensive and do not last long on exposed outdoor areas and that it is even more difficult to clean the pavers because of the higher risk of damage from the extraction process.

In response to Council Member Nakanishi, Mr. Sandelin estimated that the City would need to purchase 11,000 feet of lighting to wrap the 110 downtown trees, that sidewalk cleaning could cost \$15,000 per event, and that the electric utility projects could cost as little as \$25,000 or as much as \$300,000, depending on what is to be done.

Mayor Johnson stated that he supports the Amgen tour but pointed out that many of these downtown issues were a concern well before the tour committed to come through Lodi. He further added that much of the tourism dollars will not go to the City, but rather to the hotels and restaurants, and this event will not provide the City with a significant influx of cash to pay for all of these improvements.

Council Member Mounce countered that the City will receive a portion of the sales tax and transient occupancy tax (TOT).

Council Member Mounce requested that, when the issue of downtown lighting is brought back to Council, staff include costs to install alley lighting.

In response to Council Member Kuehne, Police Chief Helms stated that there is currently funding to staff one officer downtown on bicycle patrol; however, that assignment had to be curtailed due to serious and on-going staffing shortages.

In response to Council Member Mounce, Chief Helms stated he was familiar with the federal program that supplements money for housing of new police officers; however, he was unsure if that program was still operational. Chief Helms stated the department is beginning to change how it recruits for new officers, but it is difficult to compete with other agencies when it comes to compensation packages, factoring in the police academy and when to recruit, and the turn-around time to perform background checks on applicants. In further response to Council Member Mounce, Chief Helms confirmed that Lodi does hire back retired officers to assist with the background investigations.

In response to Council Member Nakanishi, Mr. Schwabauer stated that employment contracts that offer incentives to work and stay in a community can only bind an employee by requiring that employee to pay back a portion of every year he or she leaves before the time spelled out in the contract; however, a contract cannot make an employee stay.

Council Member Kuehne shared his list of top downtown projects, including alley reconstruction, alley lighting, WiFi, and bike racks, adding that cameras and downtown restrooms are expensive projects, portable restrooms can be used during events, he would like more information on the signage program, and that public art has a funding mechanism separate from the general fund.

In response to Council Member Nakanishi, Mr. Sandelin stated that Council provided no clear direction last year regarding a downtown restroom. He stated that the restrooms at the transit facility, which are only a block from downtown, are being upgraded, will be more secure, and will be open longer hours.

Mr. Schwabauer cautioned that using general fund dollars or funding from other sources, such as federal, state, transit, or Community Development Block Grant, to pay for downtown projects will negatively affect those funds and slow down progress of the projects that were otherwise funded by those dollars. A thriving downtown is crucial for the entire community, and he stated that he believed it is important for the City to invest in its downtown, as well as those who primarily benefit from the improvements. Initially, the DLBP contributed funding in the form of assessments; however, most of the funding went toward compensation for an individual to promote downtown events and activities. Another model to consider is that any such district would pay for City services to maintain the downtown area.

Mayor Pro Tempore Chandler requested that Council be provided with a funding summary for upcoming projects and what could be negatively affected, to which Mr. Schwabauer responded that he would include that at the Council goal setting session.

Council Member Mounce suggested Council consider using the economic development catastrophic reserve to improve the health of downtown Lodi and to consider another BID that would include both the downtown and Cherokee Lane areas.

In response to Council Member Nakanishi, Mr. Schwabauer stated that the City has in the past installed street lights through the Electric Utility Department, but that is not his preferred mechanism for funding street lights.

Mayor Johnson suggested that a combination of code enforcement efforts and public benefits funds be used to rectify the lack of alley lighting, stating that code enforcement officers could require those property owners in violation of maintaining the alleyways to install the lighting.

Council Member Kuehne expressed interest in reinstating a BID and increasing the TOT. In addition, he stated he would like to see, at a minimum, one police bicycle officer downtown; increased bike racks; WiFi; alley, tree, and uplighting; and sidewalk cleaning.

Mayor Pro Tempore Chandler agreed with those priorities, adding that he would also like to see directional signage installed to guide visitors to downtown from Highways 99 and 5.

Phil Pennino expressed support for continuing to maintain downtown Lodi and pointed out the similarities between the first downtown revitalization that took place 21 years ago and the issues facing Council now. He suggested that SJCOG and the San Joaquin County Rail Commission could offer assistance in locating available funding for downtown projects and that the City will need to look toward a BID, a TOT increase, and rebate funds as well. Mr. Pennino stated he would like to see the tree lighting be returned and expressed interest in having WiFi available downtown. He further suggested adjusting the downtown cleaning days from Monday to the end of the week as most visitors enjoy downtown on Thursdays through Sundays.

C. Comments by Public on Non-Agenda Items - None.

D. Adjournment - There being no further business, the meeting was adjourned at 8:03 a.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, FEBRUARY 17, 2015**

The February 17, 2015, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, FEBRUARY 18, 2015**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of February 18, 2015, was called to order by Mayor Johnson at 5:30 p.m.

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

Absent: None

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

C-2 Announcement of Closed Session

- a) Conference with Legal Counsel - Anticipated Litigation - Significant Exposure to Litigation Pursuant to Government Code §§54956.9(d)(2) and 54956.9(e)(1), One Case, Shall Not Be Disclosed, Due to Facts and Circumstances Not Yet Known to Potential Plaintiffs (CA)
- b) Conference with Adele Post, Human Resources Manager, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, and Lodi Professional Firefighters Pursuant to Government Code §54957.6 (CM)

C-3 Adjourn to Closed Session

At 5:30 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:45 p.m.

C-4 Return to Open Session / Disclosure of Action

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

Item C-2 (a) was discussion only with no reportable action.

Item C-2 (b) was discussion only with direction given.

A. Call to Order / Roll Call

The Regular City Council meeting of February 18, 2015, was called to order by Mayor Johnson at 7:00 p.m.

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

Absent: None

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

B. Presentations

- B-1 Presentation on Peterson Park Tree Replanting Project (PRCS)

Park Superintendent Steve Dutra provided a presentation on the Peterson Park Tree Replanting Project and invited Council and the public to attend the neighborhood event on Saturday, February 21 from 10 a.m. to 1 p.m., at which 40 new trees will be planted. Mr. Dutra recognized Tree Lodi for funding this project and announced that Arbor Day will be held on April 11 at Peterson Park.

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

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

Noes: None

Absent: None

C-1 Receive Register of Claims in the Amount of \$2,615,498.98 (FIN)

Claims were approved in the amount of \$2,615,498.98.

C-2 Approve Minutes (CLK)

The minutes of January 27, 2015 (Shirtsleeve Session), February 3, 2015 (Shirtsleeve Session), and February 4, 2015 (Regular Meeting) were approved as written.

C-3 Approve Specifications and Authorize Advertisement for Bids; Adopt Resolution Authorizing City Manager to Award Bid and Execute Contract for Downtown Sidewalk Paver Maintenance and Appropriating Funds (\$50,000) (PW)

Approved specifications and authorized advertisement for bids; adopted Resolution No. 2015-10 authorizing the City Manager to award the bid and execute the contract for Downtown Sidewalk Paver Maintenance and appropriating funds in the amount of \$50,000.

C-4 Approve Specifications and Authorize Advertisement for Bids; Adopt Resolution Authorizing City Manager to Award Bid and Execute Contract for Downtown Concrete Cleaning (PW)

Approved specifications and authorized advertisement for bids; adopted Resolution No. 2015-11 authorizing the City Manager to award the bid and execute the contract for Downtown Concrete Cleaning.

C-5 Adopt Resolution Approving Purchase of Concrete Street Light Standards from Northern California Sales Company, of Auburn (\$41,228) (EU)

Mayor Johnson removed this item from the Consent Calendar for discussion purposes.

In response to Mayor Johnson, Electric Utility Director Elizabeth Kirkley stated that this project is for the concrete standards only, the lights would be a separate project, and that the standards can accommodate either the current bulb type or Light Emitting Diode lights, which are more energy efficient.

Mayor Johnson made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-17 approving the purchase of concrete street light standards from Northern California Sales Company, of Auburn, in the amount of \$41,228.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-6 Adopt Resolution Establishing Musco Corporation Sports Lighting as the Standard Equipment for City Parks for Future Purchases (PRCS)

Council Member Mounce removed this item from the Consent Calendar for discussion purposes.

In response to Council Member Mounce, City Attorney Magdich stated that she sent a response to a citizen who was concerned about this project, explaining that this action was to standardize the lighting only and that the installation of the lighting is subject to the competitive bidding process, which will likely come before Council at its next meeting.

Council Member Mounce made a motion, second by Mayor Johnson, to adopt Resolution No. 2015-18 establishing Musco Corporation sports lighting as the standard equipment for City parks for future purchases.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-7 Adopt Resolution Awarding Contract for City Hall Annex First Floor Phase 2 Interior Remodel Project to Diede Construction, Inc., of Woodbridge (\$2,492,000) and Appropriating Funds (\$2,754,150) (PW)

Adopted Resolution No. 2015-12 awarding the contract for the City Hall Annex First Floor Phase 2 Interior Remodel Project to Diede Construction, Inc., of Woodbridge, in the amount of \$2,492,000, and appropriating funds in the amount of \$2,754,150.

C-8 Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement for Watershed Sanitary Survey with HDR Engineering, Inc., of Folsom (\$30,500) (PW)

Adopted Resolution No. 2015-13 authorizing the City Manager to execute a Professional Services Agreement for Watershed Sanitary Survey with HDR Engineering, Inc., of Folsom, in the amount of \$30,500.

C-9 Adopt Resolution Authorizing City Manager to Extend Contract for Directional Boring, Excavation, and Conduit Installation with Westech Industries, Inc., of Galt, for One Year (\$500,000) (EU)

Adopted Resolution No. 2015-14 authorizing the City Manager to extend the contract for directional boring, excavation, and conduit installation with Westech Industries, Inc., of Galt, for one year, in the amount of \$500,000.

C-10 Adopt Resolution of Intent to Vacate the 0 Block of East Vine Street Between Union Pacific Railroad and Sacramento Street, Refer to the Planning Commission, and Set a Public Hearing for April 15, 2015 (PW)

Adopted Resolution No. 2015-15 declaring intent to vacate the 0 Block of East Vine Street between the Union Pacific Railroad and Sacramento Street, refer the matter to the Planning Commission, and set a Public Hearing for April 15, 2015.

C-11 Adopt Resolution Approving Amended South Wastewater Trunk Line Impact Mitigation Fee Program Schedule of Fees (PW)

Adopted Resolution No. 2015-16 approving the Amended South Wastewater Trunk Line Impact Mitigation Fee Program Schedule of Fees.

C-12 Adopt Resolution Waiving Business License Requirement for Parks, Recreation, and Cultural Services Special Events (PRCS)

Council Member Kuehne removed this item from the Consent Calendar for discussion purposes.

In response to Council Member Kuehne, Parks, Recreation, and Cultural Services Director Jeff Hood explained that the Department is planning future events such as a farmers' market at Salas Park, Food Truck Mania at Hutchins Street Square, and Fourth at the Lake, all which would require vendors to purchase a business license. Because these are one-day events and the license purchase is cost-prohibitive to the vendors, he recommended that the business license requirement be waived for vendors during these types of special events. In further response, Mr. Hood explained that Sacramento Mobile Food Events holds food truck events all over the region with 12 to 14 trucks in one location, they are extremely successful and can bring in as many as 2,000 visitors per event, and the plan is to hold this event at Hutchins Street Square on Sunday evenings as a positive community-wide event.

City Manager Schwabauer added that the practice of waiving the business license requirement is also followed for the downtown street faire and this action would treat similar events in an equal manner.

Council Member Kuehne made a motion, second by Council Member Mounce, to adopt Resolution No. 2015-19 waiving the business license requirement for Parks, Recreation, and Cultural Services special events.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

C-13 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

Received an update on the emergency condition at the White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

C-14 Set Public Hearing for March 18, 2015, to Consider Pre-Approved Proposition 218 Consumer Price Index-Based Annual Adjustment to Rates for Solid Waste Collection (PW)

Set a public hearing for March 18, 2015, to consider pre-approved Proposition 218 Consumer Price Index-Based annual adjustment to rates for solid waste collection.

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.

None.

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

Council Member Nakanishi encouraged the community to conserve water, explaining that the average annual rainfall for Lodi is 17 inches, yet the last three years has seen annual rainfalls of only 12 inches.

Council Member Mounce reported that she will be attending her first League of California Cities board meeting as 2nd Vice President and that she will provide a report of the meeting outcome at the next Council meeting. In response to citizen concerns regarding the increase in crime in Lodi, Council Member Mounce assured the community that public safety is a number one concern of Council and that the City Manager and Police Chief are doing what they can to make this a safer community.

Mayor Pro Tempore Chandler welcomed the high school students who were attending the meeting for their government class.

Mayor Johnson reported that he, along with representatives from the Police Department and Lodi Partners Program, participated in a well-attended meeting at Worknet to discuss issues affecting the east side of town. Residents were encouraged to take part in their community by rejuvenating Neighborhood Watch groups. Many people at the meeting expressed apprehension about working with the police, and he felt positive steps were made to alleviate those concerns. Mayor Johnson stated he looked forward to attending future meetings with this group.

Council Member Mounce requested that information regarding future meetings of this nature be shared with her. She stated she has been a long-time advocate of Neighborhood Watch and neighborhood improvement and would like to participate with this effort.

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

None.

G. Public Hearings

G-1 Public Hearing to Consider Adopting Resolution Approving an Amendment of the 2014/15 Annual Action Plan (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 Johnson called for the public hearing to consider resolution approving an amendment of the 2014/15 Annual Action Plan.

Neighborhood Services Manager Joseph Wood provided a PowerPoint presentation regarding an amendment of the 2014/15 Community Development Block Grant (CDBG) Annual Action Plan. Specific topics of discussion included sources for and uses of the reallocation, public review and comment period, public hearing process, and requested action.

In response to Council Member Mounce, Public Works Director Wally Sandelin stated that the recommendation to reallocate funds from the Graffiti Abatement program to the Lodi Gang Reduction, Intervention, and Prevention (GRIP) Program was for the purpose of preserving the essential position which works on gang intervention. Mr. Sandelin stated that the Graffiti Abatement program would be backfilled from other sources.

In response to Council Member Mounce, Mr. Wood confirmed that CDBG funds can be used for wages and has been used in the past to fund positions in other activities. In further response, City Manager Schwabauer stated that this gang intervention position achieves a significant goal in the target area and that CDBG funding provides a mechanism to continue financing the program. At the request of Council Member Mounce, Mr. Sandelin confirmed that Measure K dollars would be used to backfill the Graffiti Abatement program. Council Member Mounce expressed her

displeasure about shifting dollars around, stating that it made it difficult for the public to follow the funding sources.

In response to Council Member Mounce, Mr. Wood stated that the balance of the general fund dollars that were committed to pay for two part-time GRIP officers is now going toward funding one full-time position, which resulted in an increased cost. For the remainder of this fiscal year, CDBG funds would cover the balance, along with funding from the Lodi Unified School District (LUSD). In future years, the position will not be funded with CDBG dollars. Mr. Schwabauer stated he believed funding in future years will be covered through a partnership between the City and LUSD.

In response to Mayor Johnson, Mr. Schwabauer confirmed that funding originally came from a grant, the City was unsuccessful in obtaining additional grant funding, and the City will continue to seek grant funds to cover this cost.

In response to Council Member Nakanishi, Police Chief Mark Helms provided background on the GRIP grant, stating the City received funding of \$550,000 with a City match of cash or in-kind services. Until the end of last year, the youth outreach workers were a cash match from the City, and the remainder of the grant went toward gang suppression in overtime funds. Because the grant was not renewed, funding was included in the Police Department budget for the remainder of this year and will likely be requested in the next budget year to sustain the gang suppression funding. This program has been instrumental in dealing with the gang problem, and he hoped that efforts will continue, adding that the absence of the grant has had a slightly negative affect on the City's partnerships with the various non-profit organizations which do much on the intervention and prevention side. Chief Helms estimated that the gang suppression budget is approximately \$75,000 in overtime costs, adding that this is not full-time shifts; rather, teams of two to four officers who work a shift at a time or officers who strategically work specific events or in response to spikes in gang or criminal activity. Chief Helms assured Council that staff will continue to seek grant opportunities.

Council Member Mounce suggested that CDBG funding could help community, non-profit groups backfill those lacking resources, to which Mr. Wood confirmed that some of the current applications under review are for continuing those services through CDBG.

In response to Council Member Mounce, Mr. Sandelin stated that paperwork to approve a new graffiti abatement vehicle is in the works and the van should be on-site within the next 60 days. He stated the vehicle is smaller than the one previously brought before Council and has the same necessary features.

Mayor Johnson opened the public hearing for public comment.

Maria Rosado provided comments regarding the Action Plan, stating that significant improvements need to be made along Cherokee Lane to make the sidewalks Americans with Disabilities Act (ADA) compliant; that crosswalks and mid-block crosswalks should be installed in certain locations along Cherokee Lane, near Hale Park, and other areas that connect residences to businesses; that adjusting the GRIP position from two part-time to one full-time position was a positive step toward gang suppression and intervention efforts; and that greater effort should be made to publish and post the CDBG public hearing notices at locations that would reach the target audience, such as at the Worknet office.

In response to Council Member Nakanishi, Mr. Sandelin stated that Public Works staff made a presentation to the Lodi Improvement Committee with a detailed map and analysis of the improvements that could be made to the accessibility conditions on Cherokee Lane, along with a request that the Committee report back to the Department on its priority areas for future improvements. In addition, the Council approved bus stop and ADA improvement projects for a variety of locations, many of which are along Cherokee Lane, and the Department is actively replacing existing sidewalks that are not ADA compliant and repairing gaps near bus stops.

In response to Mayor Pro Tempore Chandler, City Attorney Magdich explained that mid-block

crosswalks represent a liability issue for the City, especially if it is between two intersections controlled by traffic lights. Mr. Schwabauer added that cities are routinely found liable because drivers do not expect a mid-block crossing, pedestrians have a false sense of security, and it creates an even more dangerous situation.

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

Council Member Mounce requested that future CDBG public hearing notices be published in both English and Spanish and that items be posted at the Worknet office. Ms. Mounce further stated that greater effort should be made to educate people to cross within crosswalks and not mid-block and commended Public Works for its efforts on improving curbs and gutters, adding that more is needed on Cherokee Lane as much of the area lacks sidewalks.

Mayor Johnson also commended Public Works for reaching out to the Lodi Improvement Committee with its detailed map and asking for feedback.

In response to Council Member Mounce, Mr. Sandelin stated he would provide Council with a copy of the Cherokee Lane map.

Council Member Mounce made a motion, second by Mayor Pro Tempore Chandler, to adopt Resolution No. 2015-20 approving an amendment of the 2014/15 Annual Action Plan.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H. Communications

H-1 Post for Three Expiring Terms on the Lodi Improvement Committee (CLK)

Council Member Mounce made a motion, second by Council Member Nakanishi, to direct the City Clerk to post for the following expiring terms:

Lodi Improvement Committee

Fran Forkas, term to expire March 1, 2015

Curtis Juran, term to expire March 1, 2015

Maria Rosado, term to expire March 1, 2015

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

H-2 Monthly Protocol Account Report (CLK)

Council Member Mounce made a motion, second by Mayor Johnson, to approve the monthly Protocol Account report through January 31, 2015.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

I. Regular Calendar

I-1 Adopt Resolution Approving the Classification, Job Description, and Salary Range for the Position of Youth Outreach Worker (CM)

Neighborhood Services Manager Joseph Wood provided a presentation regarding the classification, job description, and salary range for the position of Youth Outreach Worker, stating that the part-time position is currently working 40 hours a week to keep up with the gang intervention efforts, particularly in light of recent events, and that the City is fortunate to have this individual.

Deputy City Manager Jordan Ayers stated that the City funded two part-time positions in the current year, this request will consolidate it into one full-time position, and the funding is a combination of general fund, Community Development Block Grant funds, and Lodi Unified School District (LUSD) funding for this year. In future years, LUSD funding will likely increase to one half.

Council Member Nakanishi commented that this action, along with increased efforts to recruit police officers, greater involvement from Neighborhood Watch groups, and increased police patrol, will make great strides toward combating the growing gang problem.

David Valdez with Victory Outreach Church expressed support for this action, stating that this will aid the efforts his church is making to rehabilitate gang members. He announced that the church will host many summer events and has both a men's and women's program available to those who want help.

Council Member Mounce made a motion, second by Council Member Nakanishi, to adopt Resolution No. 2015-21 approving the classification, job description, and salary range for the position of Youth Outreach Worker.

VOTE:

The above motion carried by the following vote:

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

Noes: None

Absent: None

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:02 p.m.

ATTEST:

Jennifer M. Ferraiolo
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisements for Bids for Lodi Lake Wading Pool Resurfacing Improvements

MEETING DATE: March 4, 2015

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisements for bids for Lodi Lake wading pool resurfacing improvements.

BACKGROUND INFORMATION: The work consists of removal and disposal of the existing plaster pool finish, preparation of the surface of the existing concrete pool shell, application of new white plaster pool finish, installation of new drain grates covers that meet the Virginia Graeme Baker Pool and Spa Safety Act and current pool requirements put forth by San Joaquin County Health and Safety Department and other incidental and related work, all as shown on the plans and specifications for the above project.

The wading pool was built in 1999 at a cost of \$131,697 and replaced a 30-year-old facility. It was constructed using a combination of Community Development Block Grant funds, a grant from General Mills and Parks Capital. The existing plaster finish is original and has been patched a number of times, including last year, and is now in need of replacement.

Specifications are on file at the Parks Division office. The planned bid opening date is April 8, 2015. Construction cost estimate is \$14,000.

FISCAL IMPACT: The wading pool is a revenue-generating element of Lodi Lake Park. Revenue from the pool will somewhat offset the cost of repairs.

FUNDING AVAILABLE: Funding will be identified at project award.

Jeff Hood
Parks, Recreation and Cultural Services Director

JMR:tl

cc: City Attorney

APPROVED: _____
Stephen Schwabauer, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids; Adopt Resolution Authorizing City Manager to Award Bid and Execute Contract for Downtown Way-Finding Sign Installation Project Phase 1A and Appropriating Funds (\$110,000)

MEETING DATE: March 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids; adopt resolution authorizing City Manager to award bid and execute contract for Downtown Way-Finding Sign Installation Project Phase 1A and appropriating funds in the amount of \$110,000.

BACKGROUND INFORMATION: One of the City's primary economic development goals is to market Lodi as a tourist and day-visitor destination. Many visitors come here for the wine and culinary experiences. Once here, we want them to make time to enjoy shopping and entertainment downtown, the performing arts at Hutchins Street Square, outdoor recreation at Lodi Lake Park, and various lodging accommodations.

In an effort to meet this need, staff assembled a task force made up of representatives of local businesses, the wine and tourism industry, the development community and the Chamber of Commerce. This task force met with Graphic Solutions on January 20, and February 10, and provided direction on design, destinations and sign locations. The design includes space for a maximum of five destinations, with two of the spaces consisting of removable panels that can be easily replaced with temporary points of interest. The design was presented to Council at the February 24, 2015 shirtsleeve.

The first phase (Phase 1A) of this multi-phased project includes the manufacturing and installation of ten, high quality way-finding signs focused on guiding visitors to the City's downtown core as shown in Exhibit 1. Also, as part of the initial phase, but through separate Council Action (Phase 1B), Staff will bring a project focused on installing four signs along State Route 12. An example of typical sign content, color(s) and relative size is shown in Exhibit 2.

The task force has established a total of 38 sign locations as reflected in Exhibit 3. The estimated construction cost for Phase 1A is \$100,000 (based on the consultant's estimate of \$7,000 per sign + \$3,000 per installation for a total of \$10,000 per location). The total cost to fabricate and install all 38 locations is \$380,000 plus staff time and contingencies. Transit funding will be used for a portion of the signs directing the public to the transit station, and the Building Industry Association has offered to participate in some of the costs, but has not indicated to what extent. Funding for subsequent project phases will be determined at time of award.

APPROVED: _____
Stephen Schwabauer, City Manager

Approve Specifications and Authorize Advertisement for Bids; Adopt Resolution Authorizing City Manager to Award Bid and Execute Contract for Downtown Way-Finding Sign Installation Project Phase 1A and Appropriating Funds (\$110,000)

March 4, 2015

Page 2

While it is our goal to complete this initial phase of work (Phase 1A) prior to the Amgen Bike Race scheduled for May 11, 2015, the time to implement this work from start to finish may exceed the time remaining until race day.

The specifications are on file in the Public Works Department. The planned bid opening date is March 26, 2015. The total project estimate is \$110,000 including staff time and contingencies. Staff is working on reduced cost pole sign options.

FISCAL IMPACT: This project will have some long term fiscal impact associated with periodic sign maintenance.

FUNDING AVAILABLE: Funding will be from the following sources:

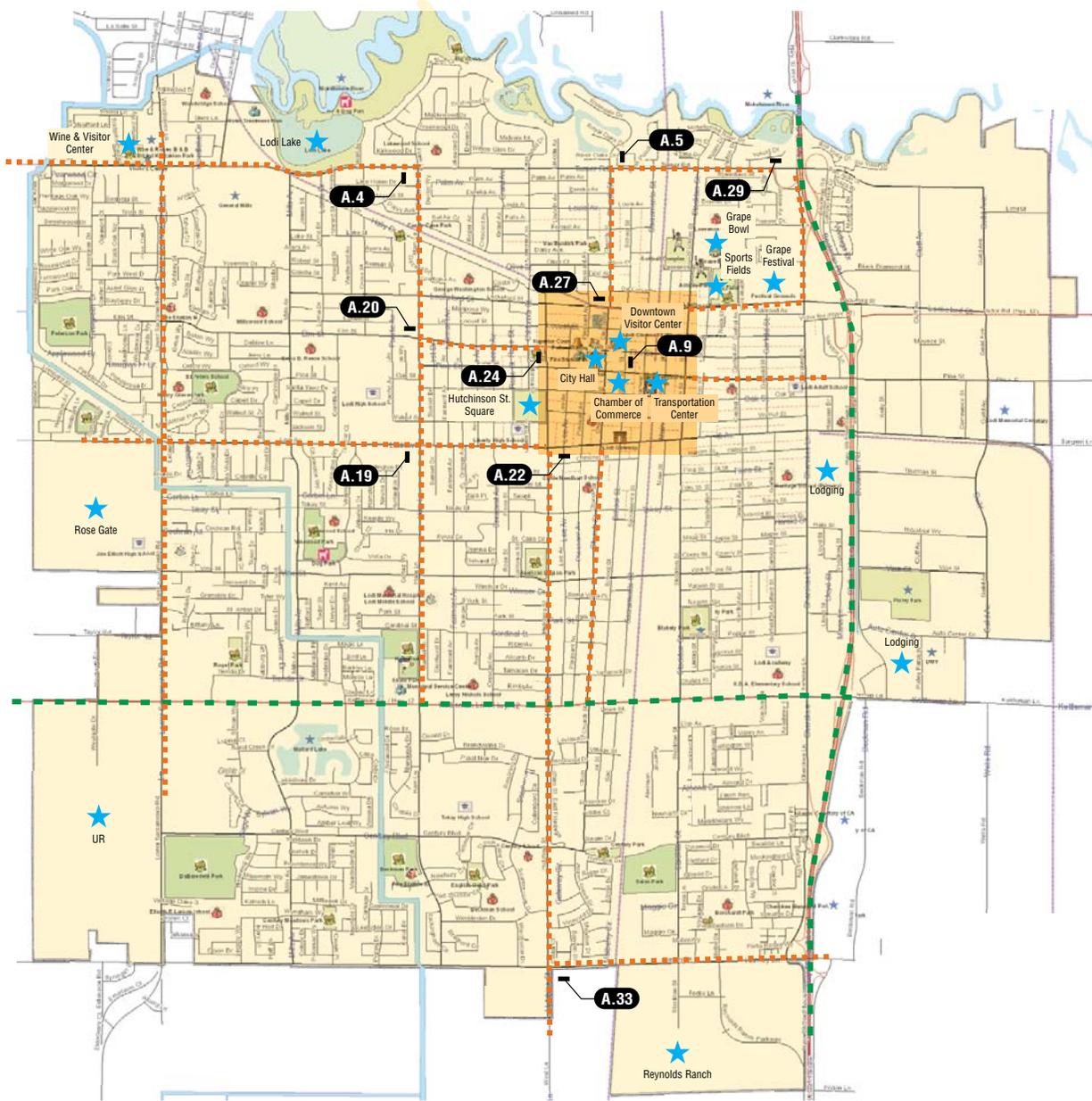
Gas Tax Fund (302)	\$85,000
TDA-Streets/Roads Fund (305)	<u>\$25,000</u>
	\$110,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

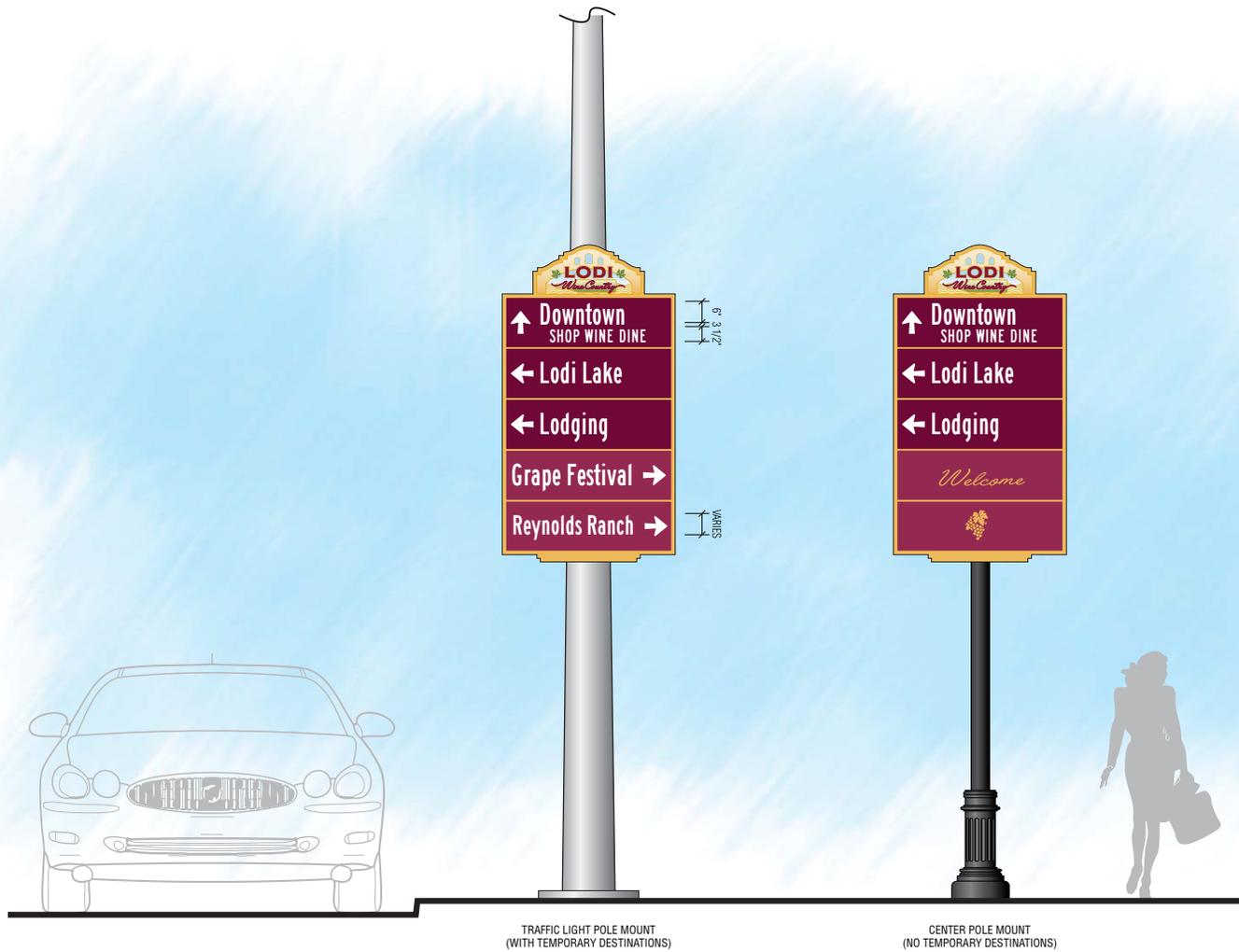
SIGN LEGEND

- A** VEHICULAR DIRECTIONAL
- PRIMARY STREET
- STATE HWY
- ★ PRIMARY DESTINATION



LODI WAYFINDING - SIGN LOCATION MAP - PHASE 1A

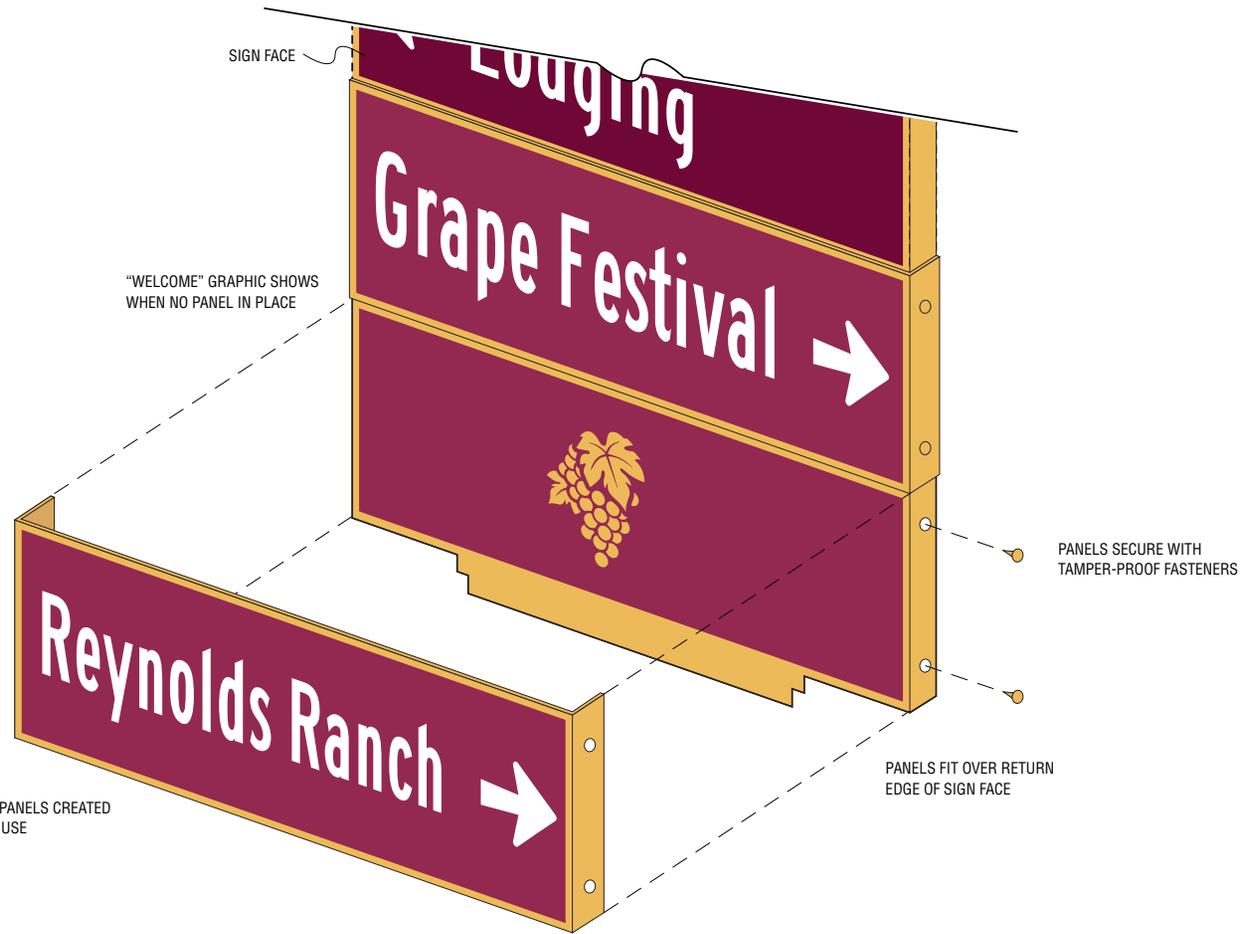




LODI WAYFINDING - VEHICULAR DIRECTIONAL - PHASE 1 A

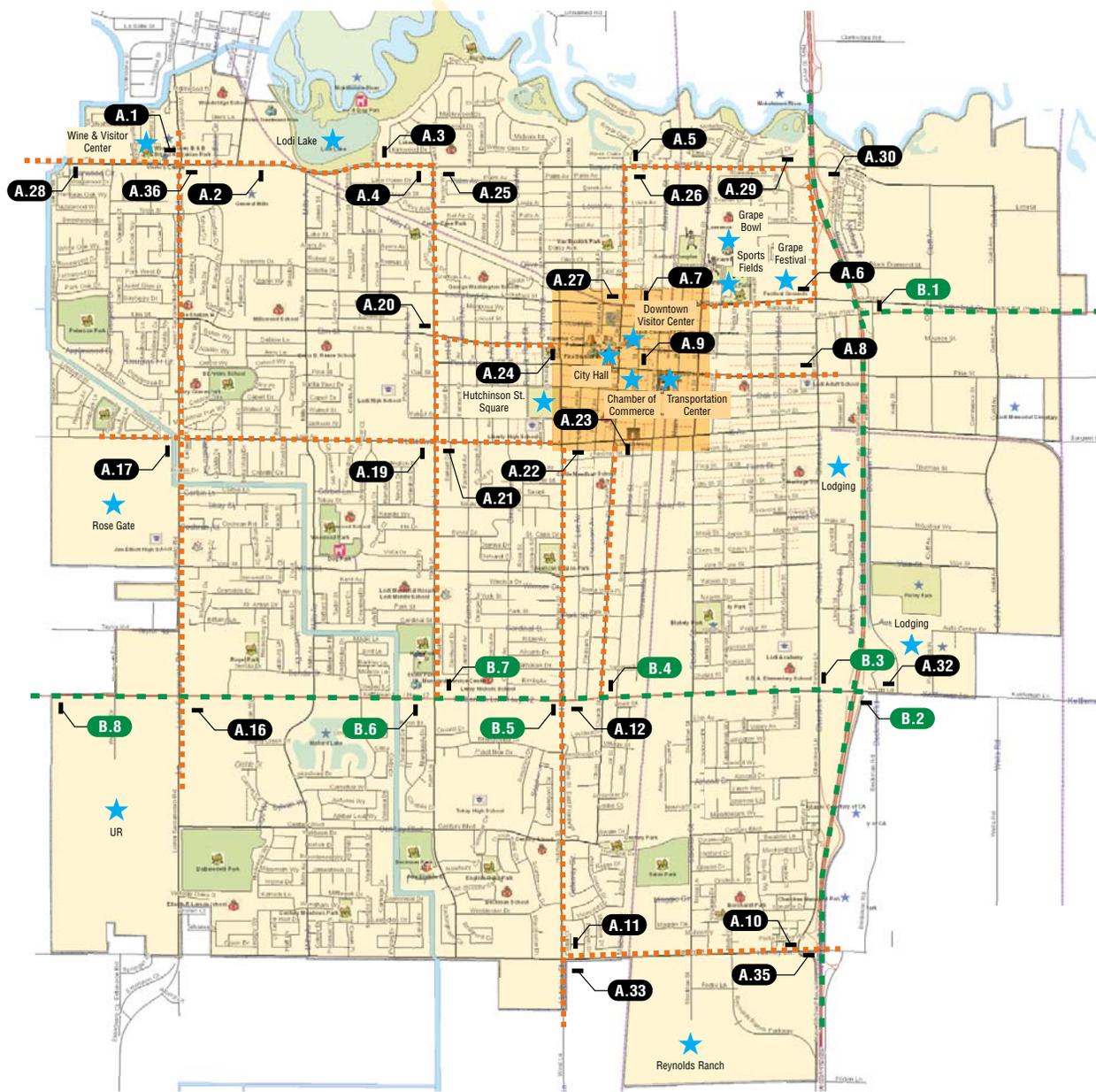


SIGN SHOWN WITH NO PANELS INSTALLED



SIGN LEGEND

- A** VEHICULAR DIRECTIONAL
- B** CALTRANS R.O.W. DIRECTIONAL
- PRIMARY STREET
- - - STATE HWY
- ★ PRIMARY DESTINATION



LODI COMPREHENSIVE WAYFINDING PROGRAM - SIGN LOCATION MAP



1. AA# _____

2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	2/23/2015
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	302		32205	Fund Balance	\$ 85,000.00
	305	30500000	56002	Trans Dev Act Allotment	\$ 25,000.00
B. USE OF FINANCING	302	30299000	77020	Capital Projects	\$ 85,000.00
	305	30599000	77020	Capital Projects	\$ 25,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contract for Downtown Way-Finding Sign Installation - Phase 1

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: *Ch. P. S. E. L. Q.* for EWS

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE
THE CONTRACT FOR THE DOWNTOWN WAY-FINDING
SIGN INSTALLATION PROJECT PHASE 1A AND FURTHER
APPROPRIATING FUNDS

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids will be received and publicly opened on March 26, 2015, at 11:00 a.m., for the Downtown Way-Finding Sign Installation Project Phase 1A, described in the specifications therefore approved by the City Council on March 4, 2015; and

WHEREAS, said bids will be checked and tabulated and a report thereof filed with the City Manager.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to award the contract for the Downtown Way-Finding Sign Installation Project Phase 1A to the lowest responsive bidder; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$110,000 be appropriated from the Gas Tax Fund and TDA – Streets and Roads Fund for this project.

Dated: March 4, 2015

=====

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 4, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

February 25, 2015

The Honorable
Bob Johnson
Mayor of Lodi

RECEIVED
FEB 25 2015
CITY CLERK

Dear Mr. Mayor,

Please allow me to introduce myself as the owner of Segale Fine Art & Gold Leaf Sign Company. Perhaps you are familiar with some of my work - the gilded bear on top of the mission style arch, leader of the walldog mural project downtown, and designer/painter of several large murals in Lodi. I have won several International Sign Design Contest awards, including a First Place for the Sacramento Street Mural, the Head West Walldog Project in 2006 earned an Award of Excellence with the San Joaquin Council of Governments.

Over 10 years ago, Rad Bartlam, Community Development Director at that time, commissioned my business to create the Downtown Lodi Signs you see throughout the community today. I have no understanding as to the planning placement of those signs at that time, just the amount of signs desired, size and text. I designed those signs with a graphic of the new gateway arch as an identity to Downtown Lodi, using green as the major design color for its durability and fade resistance in our California sunshine. The signs were installed at that time by City of Lodi Public Works Employees. I was concerned with the cost to the city, and if recollection is correct, I believe they were under \$300 each.

I have lived in Lodi all my life and have been in the sign business for over 30 years, maintaining a City of Lodi Business License and contributing through sales tax dollars. I take pride in every project I design as an enhancement to my community. As a member of the community, I chaired the Downtown Revitalization Task Force in the early 1990's.

I know the concern of new signs directing visitors to Downtown Lodi is a major necessity for the viability to the downtown area. I feel that concern, as well, as I recently opened a second business directly across the street from the front entrance to City Hall, Tony Segale's Double Dip Gallery - a fine art gallery with an ice cream counter. Opening this business was a major investment, and I still believe in Downtown Lodi as a destination.

If the City of Lodi would like to discuss the consultation of new signs for the visibility, direction and identity of Downtown Lodi, I am ready to provide my services and expertise. I am willing to work with city staff and business organizations to create this vision. I'm pretty sure the signs will be considerably less than \$10,000 each (if our local paper was correct), however, when I finish the job, I will have a stake in it for our community, the Downtown, my two businesses, and - I will still be living here to see the results.

Thank you for your consideration and I look forward to hearing from you.

Sincerely,

Tony Segale
Segale Fine Art & Gold Leaf Sign Co.
415 W. Pine St.
Lodi, Ca 95240

work (209) 368-7461
cell (209) 642-0009

Tony Segale's Double Dip Gallery
222 W. Pine St.
Lodi, CA 95240



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing Purchase of Sports Lighting Components from Musco Corporation of Oskaloosa, Iowa, Accepting \$32,500 Donation from the Boosters of Boys/Girls Sports and Appropriating Funds (\$160,429)

MEETING DATE: March 4, 2015

PREPARED BY: Parks, Recreation and Cultural Services Director

RECOMMENDED ACTION: Adopt a resolution authorizing the purchase of sports lighting components from Musco Corporation of Oskaloosa, Iowa, accepting \$32,500 donation from the Boosters of Boys/Girls Sports and appropriating funds in the amount of \$160,429.

BACKGROUND INFORMATION: Salas Park is Lodi's primary sports park for youth baseball, softball, soccer and football, for both practices and games. The park consists of 60-, 70- and 90-foot baseball diamonds, a 60-foot softball diamond, two soccer fields and a football practice area. Games and practices are scheduled in the facility from March into November. Many of the events are held after sunset, as Salas is one of the City's few lighted sports fields.

Nineteen of the park's 21 sports light poles are wooden utility poles dating to the 1980s, and two are 70-foot metal poles installed approximately 15 years ago to increase the amount of space available for night-time practices. Three wooden poles are in need of immediate replacement. In fact, two are currently being supported by splint poles installed by the Electric Utility on February 17. The components in this proposed purchase will eventually replace those three and five additional poles as Parks, Recreation and Cultural Services has long sought to upgrade the lighting at Salas Park. Light output will be increased by as much as 50 percent in many areas.

On February 18, 2015, the City Council adopted a resolution establishing Musco Corporation sports lights as the standard for City parks. This proposed purchase includes 41 lamps, poletop assemblies, wiring, Musco's proprietary Control Link monitoring system, eight 70-foot steel poles and eight precast concrete bases. The equipment comes with a 25-year warranty and maintenance program, plus two relampings.

Funding will come from a combination of sources: Parks Capital, Electric Utility Public Benefits Funds and the Boosters of Boys/Girls Sports (BOBS). The BOBS' board voted in December to approve a \$32,500 donation, payable in five annual installments of \$6,500, toward the project, as the fields are used almost exclusively by their programs. The Electric Utility is supporting the project with an energy efficiency rebate, as the Control Link controller provides reduces power

APPROVED: _____
Stephen Schwabauer, City Manager

consumption by 25 percent over the current system. This energy-saving component is eligible for \$11,600 in Public Benefits funds from the Electric Utility. The balance will come from Parks Capital, with partial reimbursement from the BOBS' donation.

The City Council will be asked to advertise the construction project for bids at a future date. Timing the delivery of materials will be determined upon award of the construction contract. The pricing from Musco is attached.

FISCAL IMPACT: \$148,829 from Parks Capital, \$11,600 from Public Benefits.

FUNDING AVAILABLE: Parks Capital Fund (432.32205, unreserved), Public Benefits (50465100.72920)

Jordan Ayers, Deputy City Manager/Internal Services Director

Jeff Hood
Parks, Recreation and Cultural Services Director

JMR:tl

cc: City Attorney

Attachments: Musco Pricing
Appropriation Adjustment Form



Salas Park Relight
Lodi, California
Date: February 13, 2015
To: Steve Virrey

Quotation Price

Musco's Light Structure Green™ lighting system as described below and delivered to the job site

Equipment Breakout:

Table listing equipment items and prices: 41 LSG fixtures (\$84,100.00), Control Link system (\$11,600.00), 8- 70' Galvanized steel poles (\$34,100.00), 8- 9500 PSI pre-cast concrete bases (\$17,300.00), Sales Tax (\$13,329.00), Total for equipment plus tax (\$160,429.00)

Labor, and unloading of the equipment are not included as part of this quote.

Equipment Description

Light-Structure Green™ System delivered to your site in Five Easy Pieces™

- (8) Pre-cast concrete bases
(8) 70'Galvanized steel poles
UL Listed remote electrical component enclosure
Pole length wire harness
(41) Factory-aimed and assembled luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
50% less spill and glare light than Musco's prior industry leading technology
Musco Constant 25™ warranty and maintenance program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
Guaranteed constant light levels for 25 years
One (1) group re-lamps at the end of the lamps' rated life, 5000 hours
Reduced energy consumption with an average of 64.1 kW per hour
Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
Lighting Contactors sized for the voltage and phasing at the site

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Payment Terms

Payment of 25% of the contract price is required with order. The contract balance is due no later than 30 days after invoice date

Late payment will be subject to service charges of 1 ½% per month (18% APR).

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Structural code and wind speed = 2013, CBC-C, 110 MPH Exposure C.
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

Bob Crookham
Sales Representative
Musco Sports Lighting, LLC
Phone: 530/672-9500
E-mail: bob.crookham@musco.com
Fax: 530/672-9471

1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO: Internal Services Dept. - Budget Division
 3. FROM: Jeff Hood, PRCS Director 5. DATE: 2/19/15
 4. DEPARTMENT/DIVISION: PRCS/Parks

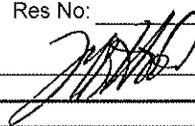
6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	432		32205	Parks Capital Unreserved	\$ 148,829.00
	432	43200000	50001	Operating transfer in	\$ 11,600.00
	504	50465100	72920	Public Benefits Program	\$ 11,600.00
B. USE OF FINANCING	432	43299000	77020	Park Capital Projects	\$ 160,429.00
	504	50465001	76220	Operating transfer out	\$ 11,600.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Purchase of new sports lighting for Salas Park, including poles, lamps, hardware, automated controller, and delivery.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 3/4/15 Res No: _____ Attach copy of resolution to this form.
 Department Head Signature: 

8. APPROVAL SIGNATURES

 Deputy City Manager/Internal Services Manager Date

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2015-____

A RESOLUTION AUTHORIZING THE PURCHASE OF SPORTS LIGHTING COMPONENTS FROM MUSCO COPORATION, OF OSKALOOSA, IOWA; ACCEPTING \$32,500 DONATION FROM THE BOOSTERS OF BOYS/GIRLS SPORTS; AND FURTHER APPROPRIATING FUNDS

=====

WHEREAS, Salas Park is Lodi's primary sports park for youth baseball, softball, soccer and football, for both practices and games; and

WHEREAS, 19 of the park's 21 sports light poles are wooden utility poles dating to the 1980s, and two are 70-foot metal poles installed approximately 15 years ago to increase the amount of space available for night-time practices; and

WHEREAS, on February 18, 2015, the City Council adopted a resolution establishing Musco Corporation sports lights as the standard for City parks; and

WHEREAS, funding will come from a combination of sources: Parks Capital, Electric Utility Public Benefits Funds and the Boosters of Boys/Girls Sports (BOBS).

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the purchase of sports lighting components from Musco Corporation; and

BE IT FURTHER RESOLVED that the Lodi City Council accepts the \$32,500 donation from the Boosters of Boys/Girls Sports and appropriates \$160,429 towards this purchase.

Dated: March 4, 2015

=====

I hereby certify that Resolution No. 2015-____ was passed and adopted by the Lodi City Council in a regular meeting held March 4, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Well 6R Pump Replacement Project to Golden State Irrigation and Pump Services, of Stockton (\$19,144) and Appropriating Funds (\$30,000)

MEETING DATE: March 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Well 6R Pump Replacement Project to Golden State Irrigation and Pump Services, of Stockton, in the amount of \$19,144 and appropriating funds in the amount of \$30,000.

BACKGROUND INFORMATION: This project consists of furnishing and installing a deep well turbine pump and other incidental and related work, all as shown on the plans and specifications for the project.

The existing deep well turbine pump in Well 6R located at Blakely Park was originally installed in 1985. Pieces of the broken impeller from the pump have been recovered recently in the well plumbing. The well is not in service right now, and the pump will need to be replaced due to its condition and age. The City also installed granular activated carbon (GAC) vessels at the site in 2012, and this well is essential to this part of the City to handle the peak flow and fire flow. The new pump will be designed to discharge about 1,400 gallon per minute (gpm) to the City's water system.

Plans and specifications for this project were approved on January 7, 2015. The City received the following four bids for this project on January 28, 2015.

Bidder	Location	Bid
Engineer's Estimate		\$21,400.00
Golden State Irrigation & Pump Services	Stockton	\$19,143.80
Commercial Pump & Mechanical	Chico	\$19,683.00
Howk Systems	Modesto	\$20,100.00
Layne Christensen Co.	Woodland	\$38,770.00

Total project cost of \$30,000 will cover the contract cost and contingencies, as well as engineering and inspection for the project.

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Awarding Contract for Well 6R Pump Replacement Project to Golden State Irrigation and Services of Stockton (\$19,144) and Appropriating Funds (\$30,000)

March 4, 2015

Page 2

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Requested Appropriation: Water Capital Fund (561) \$30,000.

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer

FWS/LC/smh

Attachments

cc: City Engineer/Deputy Public Works Director
Senior Civil Engineer
Utility Superintendent
Golden State Irrigation and Pump Services
Rebecca Areida-Yadav/Management Analyst

**WELL 6R PUMP REPLACEMENT PROJECT
218 Mission Street**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and GOLDEN STATE IRRIGATION SERVICES, herein referred to as the "Contractor."

W I T N E S S E T H :

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	
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:

The work consists of furnishing and installing a deep well turbine pump and other incidental and related work, all shown on the plans and specifications for the above project.

CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	EST'D. QTY	UNIT PRICE	TOTAL PRICE
1.	Remove Existing Deep Well Turbine Pump	LS		\$ 3,360.00	\$ 3,360.00
2.	Furnish and Install Deep Well Turbine Pump	LS		\$ 13,983.80	\$ 13,983.80
3.	Straighten Shaft	LS		\$ 700.00	\$ 700.00
4.	2-Year Maintenance Bond	LS		\$ 1,100.00	\$ 1,100.00
				TOTAL	\$ 19,143.80

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 **50 WORKING DAYS**.

ARTICLE IX- State of California Senate Bill 854 requirements

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) 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 (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.
- Note: SB 854 requires that the awarding agency include the above language in bid invitations and contracts for all projects being awarded on or after January 1, 2015. The contractor is responsible for reviewing SB 854 prior to submitting a bid to ensure compliance.

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
GOLDEN STATE IRRIGATION SERVICES

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____

Date: _____

Title

Attest:

JENNIFER M. FERRAIOLO
City Clerk

(CORPORATE SEAL)

Approved As To Form:

JANICE D. MAGDICH
City Attorney 

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
CONTRACT FOR THE WELL 6R PUMP REPLACEMENT
PROJECT AND FURTHER APPROPRIATING FUNDS

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 January 28, 2015, at 11:00 a.m., for the Well 6R Pump Replacement Project, described in the plans and specifications therefore approved by the City Council on January 7, 2015; and

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

Bidder	Bid
Golden State Irrigation & Pump Services	\$19,143.80
Commercial Pump & Mechanical	\$19,683.00
Howk Systems	\$20,100.00
Layne Christensen Company	\$38,770.00

WHEREAS, staff recommends awarding the contract for the Well 6R Pump Replacement Project to the low bidder, Golden State Irrigation & Pump Services, of Stockton, in the amount of \$19,144; and

WHEREAS, staff further recommends appropriating \$30,000 to cover the contract, contingencies, engineering, and inspections costs for the project.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the construction contract for the Well 6R Pump Replacement Project to the low bidder, Golden State Irrigation & Pump Services, of Stockton, California, in the amount of \$19,144; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that funds in the amount of \$30,000 be appropriated for the project from Water Capital Funds.

Dated: March 4, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 4, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for Fire Station No. 3 Building Repairs to CNW Construction, of Rescue (\$49,000)

MEETING DATE: March 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for Fire Station No. 3 Building Repairs to CNW Construction, of Rescue, in the amount of \$49,000.

BACKGROUND INFORMATION: This project provides for the necessary building repairs at Fire Station No. 3. The station was constructed in 1974. Over the years, maintenance improvements of various components of the building have been deferred and must be addressed at this time.

The maintenance improvements generally consist of replacing the exterior wood tile siding, repairing a section of the soffit, replacing the wood paneling above and below the wood tile siding, repainting the exterior (except bricks), and replacing a chain link fence to improve aesthetics, security, and safety. The improvements will allow the City to continue using the facility without having a major failure relating to these deteriorated components.

Plans and specifications for this project were approved on January 7, 2015. The City received the following six bids for this project on January 28, 2015.

Bidder	Location	Bid
Engineer's Estimate		\$50,000.00
CNW Construction	Rescue	\$49,000.00
Z ² Construction	Folsom	\$52,400.00
Pro Builders	Orangevale	\$55,000.00
Belz Construction	Orangevale	\$61,500.00
Diede Construction, Inc.	Woodbridge	\$79,683.75
MAKK Construction	Fresno	\$115,509.03

The estimated total project cost of \$55,000 is expected to cover the contract cost and contingencies, as well as engineering and inspection for the project.

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Awarding Contract for Fire Station No. 3 Building Repairs to CNW Construction, of
Rescue (\$49,000)
March 4, 2015
Page 2

FISCAL IMPACT: This project will extend the useful life of the building and delay replacement of the building.

FUNDING AVAILABLE: General Fund Capital (43199000).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Sean Nathan, Associate Civil Engineer
FWS/SN/smh
Attachments
cc: City Engineer/Deputy Public Works Director
Associate Civil Engineer
CNW Construction

**FIRE STATION NO. 3 – BUILDING REPAIRS
2141 South Ham Lane**

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and CNW CONSTRUCTION, herein referred to as the "Contractor."

W I T N E S S E T H :

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	
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,

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 **30 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 (submitted on or after March 1, 2015) 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 (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.
- Note: SB 854 requires that the awarding agency include the above language in bid invitations and contracts for all projects being awarded on or after January 1, 2015. The contractor is responsible for reviewing SB 854 prior to submitting a bid to ensure compliance.

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

CNW CONSTRUCTION

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____

Date: _____

Attest:

Title

JENNIFER M. FERRAIOLO
City Clerk

(CORPORATE SEAL)

Approved As To Form:

JANICE D. MAGDICH
City Attorney

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE CONTRACT
FOR FIRE STATION NO. 3 BUILDING REPAIRS

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 January 28, 2015, at 11:00 a.m., for the Fire Station No. 3 Building Repairs, described in the plans and specifications therefore approved by the City Council on January 7, 2015; and

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

Bidder	Bid
CNW Construction	\$ 49,000.00
Z2 Construction	\$ 52,400.00
Pro Builders	\$ 55,000.00
Belz Construction	\$ 61,500.00
Diede Construction, Inc.	\$ 79,683.75
MAKK Construction	\$115,509.03

WHEREAS, staff recommends awarding the contract for the Fire Station No. 3 Building Repairs to the low bidder, CNW Construction, of Rescue, in the amount of \$49,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the construction contract for the Fire Station No. 3 Building Repairs to the low bidder, CNW Construction, of Rescue, California, in the amount of \$49,000; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract.

Dated: March 4, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 4, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 5 and Appropriating Funds (\$3,400,707):

- A. Knife River Construction, of Stockton, for Construction (\$2,778,225)
- B. RMC Water and Environment, of Walnut Creek, Task Order No. 7 for Engineering Services During Construction (\$37,482)
- C. Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$250,000)
- D. Henderson Bros. Company, Inc., of Lodi, for On-Call Residential Plumbing Services (\$40,000)

MEETING DATE: March 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute agreements with the following entities for the Water Meter Program Phase 5 and appropriating funds in the amount of \$3,400,707:

- A. Knife River Construction, of Stockton, for construction in the amount of \$2,778,225.
- B. RMC Water and Environment, of Walnut Creek, Task Order No. 7 for engineering services during construction in the amount of \$37,482.
- C. Neil O. Anderson and Associates, of Lodi, for construction testing and inspection services in the amount of \$250,000.
- D. Henderson Bros. Company, Inc., of Lodi, for on-call residential plumbing services in the amount of \$40,000.

BACKGROUND INFORMATION: At the May 2, 2007 City Council meeting, the Water Meter Retrofit Policy was adopted. The primary objectives of the Water Meter Retrofit Policy were to accelerate the installation of residential water meters and shorten the time period during which customers would be paying for water on a flat rate versus on usage.

A. Phase 5 Construction Contract

At the October 20, 2010 City Council meeting, a seven-year construction phasing was approved and the property owner meter payment was capped at \$300 per parcel. The project area for Phase 5 is presented in Attachment A and includes the installation of 1,338 meters and the replacement of 22,130 feet (4.2 miles) of water main.

APPROVED: _____
Stephen Schwabauer, City Manager

Adopt Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 5 and Appropriating Funds (\$3,400,707):

- A. Knife River Construction, of Stockton, for Construction (\$2,778,225)
- B. RMC Water and Environment, of Walnut Creek, Task Order No. 7 for Engineering Services During Construction (\$37,482)
- C. Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$250,000)
- D. Henderson Bros. Company, Inc., of Lodi, for On-Call Residential Plumbing Services (\$40,000)

March 4, 2015
Page 2

Plans and specifications for this project were approved on December 17, 2014. The City received four bids for the project on February 12, 2015 that are summarized below:

Engineer's Estimate		\$3,277,210.00
Knife River Construction	Stockton	\$2,778,225.00
Teichert Construction	Davis	\$2,841,842.00
West Valley Const. Co Inc.	San Jose	\$3,398,398.00
Northern Underground	San Jose	\$4,926,855.00

B. Engineering Services During Construction

Staff recommends RMC Water and Environment (RMC), of Walnut Creek, perform engineering services during construction. As the design engineer for this project, RMC is ideally suited to perform these duties for the Phase 5 Project. This is Task Order No. 7 to the Master Professional Services Agreement and is a time-and-materials contract with a not-to-exceed maximum of \$37,482. Task Order No. 7 is provided as Attachment B.

C. Construction Testing and Inspection Services

Staff recommends Neil O. Anderson, of Lodi, perform construction testing and inspection services for the Phase 5 Project. Neil O. Anderson will provide two inspectors who will work under the direction and supervision of the City Construction Project Manager to provide quality control inspection and documentation of the daily work activities to insure compliance with contract requirements. The number of inspectors may need to be adjusted, dependent on the contractor's work schedule. The total contract amount is \$250,000 and the agreement is provided as Attachment C.

D. On-Call Residential Plumbing Services for Water Meter Program Phase 5

Staff recommends Henderson Bros. Company, Inc. of Lodi, perform on-call residential plumbing services related to the cleaning, adjustment, modification, or re-configuration of privately owned plumbing fixtures and lines to mitigate changes in pressure and delivery associated with the relocation of the point of service for City water from the rear to the front of the residence. Past meter phases have used similar services that resulted in timely, complete and cost effective corrective measures for our customers. The total contract amount is \$40,000 and the agreement is provided as Attachment D.

Appropriation

The total project appropriation is \$3,400,707 and includes the contracts described above, Public Works Engineering staff costs and contingency, as summarized below.

Budget Item	Amount
Construction Contract	\$2,778,225
RMC Construction Management	\$37,482
Neil O. Anderson and Associates	\$250,000
Henderson Bros. Company, Inc.	\$40,000
Public Works Engineering	\$45,000
Total	\$3,150,707
Project Contingency	\$250,000
Project Total Budget	\$3,400,707

Adopt Resolution Authorizing City Manager to Execute Agreements with the Following Entities for the Water Meter Program Phase 5 and Appropriating Funds (\$3,400,707):

- A. Knife River Construction, of Stockton, for Construction (\$2,778,225)
- B. RMC Water and Environment, of Walnut Creek, Task Order No. 7 for Engineering Services During Construction (\$37,482)
- C. Neil O. Anderson and Associates, of Lodi, for Construction Testing and Inspection Services (\$250,000)
- D. Henderson Bros. Company, Inc., of Lodi, for On-Call Residential Plumbing Services (\$40,000)

March 4, 2015
Page 3

FISCAL IMPACT: Water main leak and service repairs will be reduced. Costs for reading the meters will reduce, as they will be automatically read by the fixed network.

FUNDING AVAILABLE: Requested Appropriation:
Water Capital Fund (561): \$3,400,707.

Jordan Ayers
Deputy City Manager/Internal Services Director

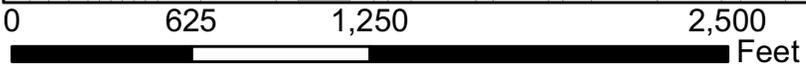
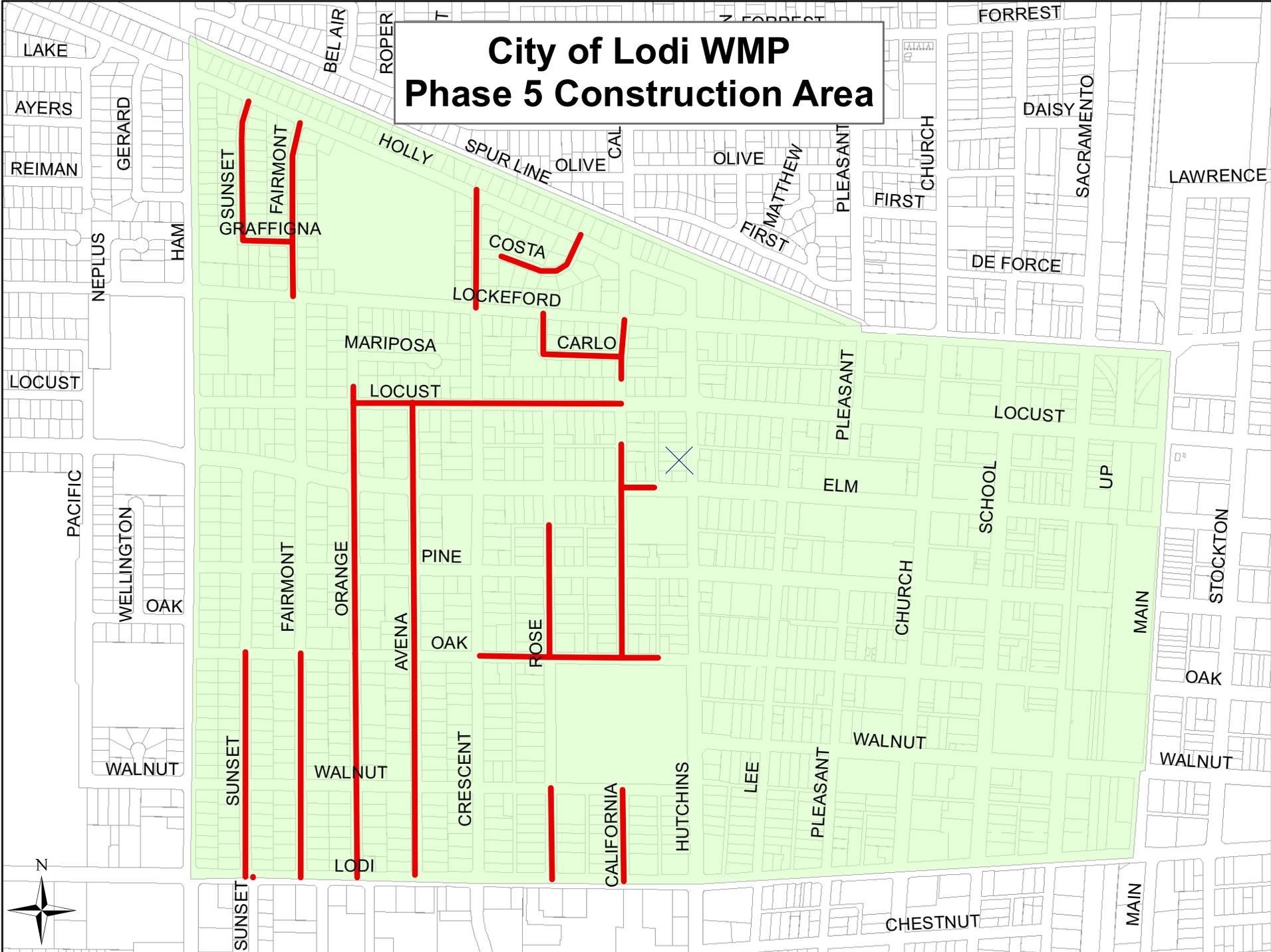
F. Wally Sandelin
Public Works Director

FWS/GW/smh
Attachments

cc: Lance Roberts, Utility Superintendent
Tony Valdivia, RMC Water and Environment
River Construction

Gary Wiman, Construction Project Manager
Neil O. Anderson and Associates Knife
Henderson Bros. Company, Inc.

City of Lodi WMP Phase 5 Construction Area



— Phase 5 Replacement Mains Phase 5 Construction Area

City of Lodi Water Meter Program
Task Order No. 7
Phase 5 Meter Installation and Main Replacement Project
Engineering Services During Construction
Exhibit A - Detailed Scope of Work

The City of Lodi (City) Water Meter Program (WMP) Phase 5 Meter Installation and Main Replacement Project consists of the construction/installation of the following:

- Approximately 16,400 lineal feet of water main to replace existing, undersized mains located in backyard easements.
- Approximately 895 residential water meters and related water service improvements.

This Scope of Work (SOW) for engineering services during construction (ESDC) associated with the City's WMP Phase 5 project includes two tasks described below for the various work components and the responsible person(s), the applicable work phase and duration for the task, the deliverables, and assumptions used in developing the scope of work and associated level of effort included in the budget. The performance of this SOW by Consultant is for the sole benefit of the City and shall not be relied upon or used by any third party without the express written consent of the City and Consultant.

Basis for Scope and Fee: The basis for the scope and level of effort shown in the budget is a construction contract duration for Phase 5 of 210 calendar days (approximately 147 working days or 30 weeks), extending from April 2015 to November 2015. RMC will perform work only as requested by the City's Construction Manager (CM).

Task 1 – Engineering Services During Construction (ESDC)

Purpose: The Consultant shall provide engineering services during construction to review and respond to contractor submittals and City requested design related concerns, prepare record drawings, and to provide overall technical support to the City. The ESDC effort will be led by Tony Valdivia (Design Project Manager) and supported by the WMP Phase 5 design team of Ryan Doyle (Project Engineer) and Victor Alaniz (CAD Production).

Phase/Duration: Entire Contract Period; April - November 2015. Phase 5 Record Drawings will be completed within 2 months following delivery of City approved construction contractor as-built markups to RMC.

Task 1.1 – Submittal Review

As requested by the City's CM, Consultant will review and process contractor submittals for compliance with the Contract Documents. Consultant will prepare written submittal review comments for each submittal and determine appropriate submittal action by the contractor.

Assumptions:

- The level of effort is limited to the budgeted hours. It is estimated that up to 10 submittals would be reviewed by Consultant.

Deliverables:

- Written submittal review comments and action recommendation (e.g. Make Corrections

Noted) on City standard form.

Task 1.2 – Clarifications and RFI Responses

Consultant will provide technical responses to City and contractor requests for information (RFIs), and prepare written Contract Document Clarifications (CDCs) to clarify requirements of the work, and provide technical support to resolve field issues and conflicts. Consultant will respond to RFIs and clarification requests as directed by the City. Consultant may conduct site visits to gain an understanding of field issues if required.

Assumptions:

- The level of effort is limited to the budgeted hours.
- Up to 8 RFIs have been assumed in establishing budgeted hours
- Consultant will make up to 1 site visits to investigate field conditions

Deliverables:

- Written CDCs and RFI responses using standard RMC forms

Task 1.3 – Phase 5 Record Drawings

Consultant will prepare record drawings from the contractor's complete as-built WMP Phase 5 drawings, after review and approval of the contractor's as-built markups by the City.

Assumptions:

- The City will be responsible for reviewing the Contractor's as-built drawings monthly and preparing comments to the Contractor's submitted as-built drawings.
- Contractor as-built markups will be of sufficient content and quality for implementing into design CAD files

Deliverables:

- Electronic: One PDF file set of drawings and the specifications, and one set of AutoCAD files

Task 2: Project Management

Purpose: The Consultant will perform project management activities, including preparing monthly Task Order invoices and progress reports, coordinating with and reporting to City staff on project progress against the scope, budget and schedule; and managing subconsultant activities and progress. The Consultant shall also implement a quality assurance program for the project and conduct quality control reviews on work products. Tony Valdivia will lead this task.

Phase/Duration: Entire Contract Period; April - November 2015.

Assumptions:

- Management activities over a 7 month construction duration

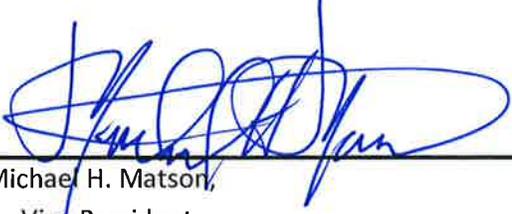
Deliverables:

- Monthly invoices and progress reports

City of Lodi
Water Meter Program Task Order No. 7

RMC WATER AND ENVIRONMENT

CITY OF LODI



Michael H. Matson,
Sr. Vice President

STEPHEN SCHWABAUER
City Manager

1/8/2015

Date

Date

ATTEST:

JENNIFER M. ROBISON
City Clerk

APPROVED AS TO FORM:

JANICE D. MAGDICH
City Attorney 

**EXHIBIT B
Fee Estimate**



Fee Estimate

**City of Lodi - Water Meter Program Phase 5 Meter Installation and Main Replacement
Engineering Services During Construction**

Tasks	RMC Labor				Total Hours	Total Labor Costs (1)	Outside		Total Hours	Total Sub Costs	Sub Consultant Total Cost (2)	ODCs		Total Fee
	Mike Matson	Tony Valdivia	Ryan Doyle	Dede Thomas			Victor Alaniz	Nolte				ODCs	Total ODCs (3)	
	TO Manager	Database	Project Engineer	Project Admin			Utility Engineer	CAD						
	\$295	\$274	\$162	\$100										
Task 1: Engineering Services During Construction														
1.1 Submittal Review		4	24		28	\$4,984			0	\$0	\$0		\$0	\$4,984
1.2 Clarifications and RFI Responses		4	24		28	\$4,984			0	\$0	\$0	\$280	\$308	\$5,292
1.3 Record Drawings		4	8		12	\$2,392	20	100	120	\$16,100	\$17,710	\$500	\$550	\$20,652
Subtotal Task 1:	0	12	56	0	68	\$12,360	20	100	120	\$16,100	\$17,710	\$780	\$858	\$30,928
Task 2: Project Management														
3.1 Project Management and QA/QC	6	16		4	26	\$6,554			0	\$0	\$0		\$0	\$6,554
Subtotal Task 3:	6	16	0	4	26	\$6,554	0	0	0	\$0	\$0	\$0	\$0	\$6,554
TOTAL	6	28	56	4	94	\$18,914	20	100	120	\$16,100	\$17,710	\$780	\$858	\$37,482

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and NEIL O. ANDERSON AND ASSOCIATES (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 Water Meter Program Phase 5 Meter Installation and Main Replacement Project (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 March 1, 2015 and terminates upon the completion of the Scope of Services or on December 31, 2015, 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: Wally Sandelin, Public Works Director

To CONTRACTOR: Neil O. Anderson and Associates
 902 Industrial Way
 Lodi, CA 95240
 Attn: Larry Matthews, Principal

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. ROBISON
City Clerk

STEPHEN SCHWABAUER
City Manager

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

NEIL O. ANDERSON & ASSOCIATES

By: _____

By: _____

Name:
Title:



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

**Funding Source: 56199000.77020
(Business Unit & Account No.)**

Water Meter Program Phase 5 Meter Installation and Main Replacement Project
Neil O. Anderson and Associates
Scope of Services

Provide two (2) fulltime inspectors for the Water Meter Program Phase 4 Meter Installation and Main Replacement Project to assist and report to the Construction Project Manager.

Inspectors shall be approved by the City and are expected to have prior experience in public works construction, engineering, surveying, or a related field. Inspectors shall not be changed except as requested or approved by the City.

Duties Include:

1. Inspect and monitor public works construction and maintenance projects for conformance to codes, standards, specifications, and regulations. Reviews plans, conducts tests, and conducts field inspection.
2. Prepares and keeps up-to-date daily job status reports.
3. Confers with the Construction Manager on plans and specifications; discusses plans and field work with engineering technicians and field crews.
4. Confers with contractors, supervisors, foreman, workmen, and other private sector individuals.
5. Uses and calibrates the nuclear compaction gauge.

Knowledge of:

1. Construction materials, methods, equipment and techniques for basis public works projects. Specifically water utilities.
2. Basic construction materials testing methods and procedures.
3. Basic math.
4. Principles of construction administrations.

Ability to:

5. Learn the principles, practices, and techniques of advanced public works inspection.
6. Read and interpret public works and architectural construction plans and specifications.
7. Inspect basic public works and related construction projects to determine compliance with approved plans and specifications.
8. Interpret City/State laws, rules, and regulations.
9. Maintain records and prepare accurate written reports.
10. Establish and maintain cooperative working relationships with the public, contractors, and city employees.

General:

11. Other project related duties as requested by the City.



NEIL O. ANDERSON
AND ASSOCIATES

A **Terracon** COMPANY

January 6, 2015

Via Email: gwiman@lodi.gov

Attn: Mr. Gary Wiman
Construction Project Manager
City of Lodi
221 W. Pine Street
Lodi, CA 95240

Subject: Proposal for Special Inspection Services
Lodi Water Meter Phase 5
Various Locations
Lodi, California

Dear Mr. Wiman:

Thank you for the opportunity to submit the attached proposal to provide construction special inspection services for the subject project.

Additional services requested beyond what is outlined in the attached proposal will be invoiced per our attached standard fee schedule.

Time shall be billed from portal to portal. Weekends and holidays will be charged in 4 and 8 hour increments. Overtime and double time, if any, will be applied per California Labor law.

We can begin services upon receipt of a purchase order. If you have questions, please feel free to contact Troy Schiess at (209) 367-3701 or email troy.schiess@noanderson.com.

Sincerely,
NEIL O. ANDERSON & ASSOC., INC.

Troy M. Schiess, PE 71404
Associate Project Manager

Lodi Water Meter Phase 5
December 4, 2014

Service	Rate
Lead Project Inspector – Regular Time (8-hr shift)	\$992.00/shift
Lead Project Inspector – Overtime	\$160.00/hr
Lead Project Inspector – Double-time	\$196.00/hr
Building/Construction Inspector – Regular Time (8-hr shift)	\$954.00/shift
Building/Construction Inspector – Overtime	\$153.00/hr
Building/Construction Inspector – Double-time	\$186.00/hr

- *Overtime and Double-time rates will be applied per the California Labor law*
- *The above rates are based on the State mandated prevailing wage increase as of \$1.60/hour which was effective July 1, 2014.*

AMOUNT NOT TO EXCEED \$250,000





2015 SCHEDULE OF FEES TERMS OF PAYMENT AND CHARGES

TERMS OF PAYMENT

· Payment of invoices is due upon receipt. Invoices will be subject to a late payment charge of 1.5% per month after 30 days. After 60 days, past-due accounts may be submitted to a collection agency with incurred fees assessed to your account.

MISCELLANEOUS CHARGES

· All testing is to be scheduled a minimum of 24 hours in advance and cancellation is to be by 4:00 pm the day prior to the scheduled testing or a trip fee will be charged (minimum 2 hours). These minimums are customary for our industry. Any inspection which is requested to be performed on the same day will be charged an additional \$10.00 per hour to expedite.

HOURLY CHARGES

· Time shall be charged in 2, 4 and 8-hour increments with a 2 hour minimum for field inspections and observation and shall be billed from portal to portal. Structural steel, masonry, and welding inspections shall be charged in 4 and 8-hour increments with a 4 hour minimum. Weekends and holidays will be charged in 4 and 8 hour increments.

OVERTIME

· Time worked in excess of 8 hours per day and Saturdays will be charged at one and one half times the hourly rate. Two times the hourly rate will be charged for Holidays, Sundays and for Saturdays after 8 hours.
**Overtime and Double time rates will be applied per the California labor law.*

PREMIUM TIME

· An additional rate of \$10.00 per hour will be charged for work performed before 6am or after 5pm.

PREVAILING WAGE

· In accordance with California Prevailing Wage Law and Federal Davis Bacon Law, a surcharge of \$25.00 may be applied per hour for publicly funded projects. A wage differential of \$35.00 per hour may be charged for hours worked before 4 am and after 2 pm. These rates may vary depending on where and what type of work will be performed.

INSURANCE

· Neil O. Anderson & Associates, Inc. carries coverage in excess of all insurance required by law. Additional costs for extra insurance certificates, co-insurance endorsements, or additional insurance or bonds will be charged to the client at cost plus 20%.

New clients may be subject to payment prior to receipt of report. All clients may be subject to a prepayment before initializing our work.

This fee schedule may be changed without notice.

**2015 SCHEDULE OF FEES
(FOR CUSTOMER REF ONLY)**

ENGINEERING SERVICES	
Senior Principal Engineer	250.00/hr
Principal Engineer/Geologist	225.00/hr
Associate Engineer/Geologist	185.00/hr
Senior Engineer / Geologist / Scientist	170.00/hr
Project Engineer / Geologist/ Scientist	160.00/hr
Staff Engineer / Geologist / Scientist	135.00/hr
Expert Consulting	275.00/hr
Expert Testimony	495.00/hr
Asphalt Concrete Consulting	145.00/hr
ICC Inspector (Reinforcing Steel, Masonry, Concrete, Structural Steel, Post Tension, Fireproofing)	85.00/hr
AC/Soils Inspector with Nuclear Gauge	89.00/hr
Certified Field/Shop Welding Inspector (AWS/CWI)	100.00/hr
DSA Masonry Inspector	100.00/hr
CAD Designer	95.00/hr
CAD Drafter	80.00/hr
Accountant	95.00/hr
Administrative Assistant	60.00/hr
HOT MIX ASPHALT (HMA) SERVICES	
HMA Placement Inspector	98.00/hr
HMA Density Process Control	92.00/hr
HMA Density Cores	110.00/hr
HMA Data Cores	110.00/hr
HMA Production Inspector	92.00/hr
HMA Design Review	200.00/ea
Lead Project Inspector	Request Quote
Building/Construction Project Inspector	Request Quote
Caltrans Certified Laboratory Technician	92.00/hr
CTM125 Sample Hwy Material	92.00/hr
Quality Control Manager	175.00/hr
Quality Control Plan	800.00/ea
EXPLORATION	
GEOPHYSICAL	
Seismic Refraction 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Multi-Channel Analysis of Surface Waves 1D-3D, Seismic Source DAQlink III, 24 Channel Acquisition System, 2 man crew	280.00/hr
Ground Penetrating Radar, special antennas may warrant additional charge	225.00/hr
In-situ Soil Resistivity Testing, Mini-res tester	170.00/hr
Post Processing and Analysis	160.00/hr
DRILLING	
Drilling and Sampling (AMS and Simco track rigs, 2-person crew)	245.00/hr
Drilling and Sampling (Simco 2400, Mobile B24 drill rig, Minute Man, 2 person crew)	225.00/hr
Drilling and Sampling (CME75 Auger)	285.00/hr
Drilling and Sampling (CME75 Mud Rotary w/desander)	325.00/hr
Drilling and Sampling (CME75 Rock Coring)	Request Quote

902 Industrial Way, Lodi CA 95240 P:209.367.3701 F:209.333.8303

50 Goldenland Ct, #100, Sacramento CA 95834 P:916.928.4690 F:916.928.4697

5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324



Borehole Grouting	285.00/hr
Hand-Auger Soil Sample (1-person Crew)	135.00/hr
Coring 1 Man Crew w/o Trailer (Quote will be given upon request for second operator)	145.00/hr
Coring 1 Man Crew w/Trailer (Quote will be given upon request for second operator)	165.00/hr
Bit Charges per 6" max core length, 4" max core diameter	34.00/ea
Support Truck not including mileage (500 gallon water tank)	250.00/day
2"x6" Stainless-Steel Tubes and Caps, recycled	10.00/each
Permitting Fees	Cost + 20%
Bailers (disposable)	10.00/ea
Sampling Supplies (gloves, water, rope, etc.)	25.00/day
Photo-ionization Detector (PID)	125.00/day
Water Level Indicator	30.00/day
ph/Conductivity/Temp Meter	50.00/day
Dissolved Oxygen Meter	50.00/day
Steam Cleaner	100.00/day
Cement Pump and Mixer	100.00/day
Drums	75.00/ea
Drilling Supplies	Cost + 20%
Laboratory Analysis	Cost + 20%
GEOTECHNICAL SOILS AND AGGREGATES	
<i>Direct Shear Test:</i>	
Unconsolidated – Undrained	140.00/point
Consolidated – Undrained	165.00/point
Consolidated – Drained	185.00/point
<i>Triaxial Compression Test</i>	
Unconsolidated Undrained Triax D2850	185.00/point
Consolidated Undrained Triax D4767	Request Quote
Consolidated – Drained	Request Quote
Consolidated – Undrained with Pore Pressure Measurements	Request Quote
<i>Consolidation Test:</i>	
Swell Only	200.00/ea
Consolidation without Time Rate	340.00/ea
Consolidation with Time Rate, per load increment (additional charge)	120.00/ea
LABORATORY	
HOT MIX ASPHALT (HMA)	
Job Mix Formula (Reduced Rate for Multiple JMF's)	Request Quote
CTM 202 Sieve Course Agg	60.00/ea
CTM 202 Sieve Fine Agg	85.00/ea
CTM 202 Sieve Ignition Sample	140.00/ea
CTM 202 Batch Plant Gradation Report	50.00/ea
CTM 204 Plasticity Index	125.00/ea
CTM 205 Determining % Crushed Particles	200.00/ea
CTM 206 Bulk SpG & Absor Coarse Agg	70.00/ea
CTM 207 Bulk SpG (SDD) Fine Agg	90.00/ea
CTM 211 LA Rattler	Request Quote
CTM 214 Sodium Sulfate Soundness (per Sieve)	150.00/ea
CTM 217 Sand Equivalent	120.00/ea



NEIL O. ANDERSON
AND ASSOCIATES

A Terracon COMPANY

CTM 226 Moisture Content of Aggregates by oven drying	50.00/ea
CTM 227 Cleanness Coarse Agg	200.00/ea
CTM 229 Durability Index	165.00/ea
CTM 234 - AASHTO T304 Fine Angularity	200.00/ea
CTM 235 - ASTM D4791 Flat and Elongated Particles	200.00/ea
CTM 303 Kc & Kf determination	300.00/ea
CTM 304 AC Sample Preparation	100.00/ea
CTM 304 AC Sample Preparation with Lime Treat	125.00/ea
CTM 308 Bulk Spec Grav Bit Mix (Cores and Briquettes)	50.00/ea
CTM 309 Theo Spec Gav Bit Mix	165.00/ea
CTM 366 Stabilometer Value (Set of 3)	310.00/ea
CTM 370 Moisture Content of Bit. Mix by Microwave	50.00/ea
CTM 371 Tensile Strength Ratio Lab Mix	1,800.00/ea
CTM 371 Tensile Strength Ratio Lab Mix with Lime Treat	2,000.00/ea
CTM 371 Tensile Strength Ratio Field Mix	1,400.00/ea
CTM 382 Ignition Furnace Asphalt Content	160.00/ea
CTM 382 Ignition Furnace Calibration (1 per new source)	400.00/ea
CTM 382 Ignition Furnace Calibration with lime	500.00/ea
LP-1 Theo Max SpG Mix with Dif AC Cont	150.00/ea
LP-2, 3, & 4 - HMA Volumetrics (VMA, VFA, DP) Calculations Report	100.00/ea
LP-10 Sampling and Testing CRM	200.00/ea
ASTM D2974 Organic Matter	80.00/ea
ASTM D5334 Thermal Resistivity	600.00/ea
MARSHALL MIX DESIGN	
Marshall Mix Design	Request Quote
ASTM D1559 Stability & Flow	110.00/ea
ASTM D1075 Immersion & Compression Retained Strength	110.00/ea
ASTM D2726 Unit Weight	60.00/ea
ASTM D2172 Extraction	300.00/ea
ASTM D2172 Extraction with Gradation	350.00/ea
ASTM D2041, D2172 Max. Specific Gravity of Bituminous Mix.	150.00/ea
AGGREGATES	
ASTM C88 Sodium or Magnesium Sulphate Soundness (per sieve size)	150.00/ea
ASTM C40 Injurious Impurity Matter	75.00/ea
ASTM C29 Unit Weight (aggregate)	80.00/ea
CTM 212 Unit Weight (aggregates)	80.00/ea
CTM 217 Sand Equivalent Test	120.00/ea
C128 Specific Gravity, Fine	120.00/ea
C127 Specific Gravity, Coarse	90.00/ea
C535 Los Angeles Rattler Test (500 revolutions)	Request Quote
CTM 227 Cleanness Value, Coarse Aggregate	200.00/ea
CTM 229 Durability Index: <i>Fine & Coarse Aggregate</i>	165.00/ea
C142 Percent Friable Particles	165.00/ea
Cal Trans Class II Aggregate Base Conformance Test (R-Value, Gradation, SE, Durability)	695.00/ea
SOILS	
Atterberg Limit D4318	125.00/ea
Permeability Falling Head	280.00/ea
Specific Gravity Determination ASTM D854	90.00/ea

902 Industrial Way, Lodi CA 95240 P:209.367.3701 F:209.333.8303

50 Goldenland Ct, #100, Sacramento CA 95834 P:916.928.4690 F:916.928.4697

5051 Commercial Cir, Unit B, Concord CA 94520 P:925.609.7224 F:925.609.6324



NEIL O. ANDERSON
AND ASSOCIATES

A **Terracon** COMPANY

C136 Sieve Analysis Fine	115.00/ea
C136 Sieve Analysis Course	
Wash 200 D1140	80.00/ea
Hydrometer ASTM D422	230.00/ea
<i>Laboratory Maximum Dry Density/Optimum Moisture Content Determination</i>	
4" mold AASHTO T99, ASTM D698	235.00/ea
6" mold AASHTO T99, ASTM D698	245.00/ea
4" mold AASHTO T180, ASTM D1557	235.00/ea
6" mold AASHTO T180, ASTM D1557	245.00/ea
CTM 216 Relative Compaction, Untreated and Treated Soils	220.00/ea
CTM 301 R-Value Untreated Samples	325.00/ea
CTM 301 R-Value Treated Samples	325.00/ea
pH Test	60.00/ea
pH-Lime Determination Test	175.00/ea
Resistivity and pH Test CTM 643	200.00/ea
Swell Test (Expansion Index) ASTM D4829	215.00/ea
CTM 373 Unconfined Compressive Lime treated Specimen	300.00/ea
Compressive Strength Cement	300.00/ea
Compressive Strength Lime	300.00/ea
Percent Lime/Cement Design, based on compressive strength (includes R-value, pH Lime Determination and Unconfined Compressive Strength)	1600.00/ea
Unconfined Compression Test ASTM D2166	120.00/ea
MASONRY BRICK/BLOCK/TILE	
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea
Shear Tests Masonry Core	145.00/ea
<i>Compression Tests: (Same price for untested "hold" specimens)</i>	
Compression Test Grout Molds	28.00/ea
Compression Test Mortar Cylinder	28.00/ea
Compression 2"x4" Cylinder Molds	8.00/ea
Compression Masonry Prism (2-block, mortared & grouted)	185.00/ea
<i>Concrete Masonry Unit: (Same price for untested "hold" specimens)</i>	
Compression Test Masonry Unit 8"x8"x16"	185.00/ea
Masonry Absorption Tests ASTM C140	105.00/ea
Masonry Shrinkage (Volume Change)	185.00/ea
Masonry Lineal Shrinkage with Absorption	260.00/ea
Masonry Shrinkage with Absorption and Compression	420.00/ea
CONCRETE	
Concrete Mix Design Review	200.00/ea
Additional Concrete Mix Design (using same materials)	150.00/ea
Concrete Mix Design with Trial Batch & Concrete Cylinder Compression Tests	Request Quote
Floor Flatness Testing	135.00/hr
Floor Flatness Report	450.00/ea
Unit Weight Fireproofing	50.00/ea
Compression Test Concrete Cylinders (same price for untested "hold" specimens)	28.00/ea
Flexural Strength, Concrete Beams, 6"x6"x24 ASTM C78	125.00/ea
Cylinder Molds (6"x12")	7.00/ea
Cement Content of Hardened Portland Cement Concrete ASTM C85	Request Quote
Shrink Bar Testing (3 bars per set) ASTM C157	420.00/set
Compression Tests on Core Specimens (includes prep) ASTM C42	80.00/ea

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Calcium Chloride Moisture Test Kit (includes calculations)	80.00/ea
STEEL AWS/ASTM/ASME/ANSI/API	
<i>Structural Steel</i>	
Tensile & Bend Tests:	
Reinforcement Steel Tensile & Bend <5	135.00/ea
Reinforcement Steel Tensile & Bend 6 to 9	165.00/ea
Reinforcement Steel No. 10 and larger	205.00/ea, plus machining cost +20%
High-strength Bolt, Nut & Washer Testing	350.00/set
Rockwell Hardness Test	70.00/ea
HSB Torque Wrench Calibration	320.00/ea
<i>Welder Qualification and Weld Procedure Qualifications:</i>	
Weld Procedure Qualifications	750.00/ea
Welder Qualification Plate Groove Weld- 1G, 2G, 3G, 4G	130.00/ea
Welder Qualification Pipe Groove Weld – 1G, 2G, 5G, 6G, 6GR	225.00/ea
Welder Qualification Plate Fillet Weld – 1F, 2F, 3F, 4F	75.00/ea
Welder Qualification Pipe Fillet Weld – 1F, 2F, 4F, 5F	95.00/ea
WPS Test Plate (set)	65.00/ea
WPS Test Pipe (set)	85.00/ea
NON-DESTRUCTIVE TESTING	
High Strength Bolt (HSB) Testing	140.00/hr
Bolt Pull/Load Testing	140.00/hr
Rebar Pull Testing	140.00/hr
Ceiling Wire Pull Testing	140.00/hr
NDT GPR	160.00/hr
Pachometer	140.00/hr
STANDARD POOL ENGINEERING SERVICES	
<i>The fees quoted include response to plan check.</i>	
Remodel Plan [Engineer site visit may be required]	800.00/min
Remodel Pool Plan (typical in-ground) [Engineer excavation inspection required]	800.00/min
Residential Pool Plan (drilled piers) [Geotechnical investigation report required]	Request Quote 3,100.00/min
Commerical Pool Plan (typical in-ground) [Geotechnical investigation report required]	Request Quote 1,500.00/min
Commerical Pool Plan (drilled pier) [Geotechnical investigation report required]	Request Quote 3,500.00/min
Commerical/Vault Pool Plan	Request Quote 2,000.00/min
On-Site Steel and/or Excavation Observation	400.00/min
Custom Swimming Pool Detail	500.00/min
Custom Retaining Wall Design (1 height)	500.00/min
Additional Heights	200.00/ea
Structural Design Computation copies	20.00/ea
Additional Plan Sheets	10.00/ea
Consulting Letter	185.00/min
Patio Corner/Trellis Design	Request Quote 900.00/min



NEIL O. ANDERSON
AND ASSOCIATES

A **Terracon** COMPANY

Forensic Site Visit	Request Quote 550.00/min
Full Service Aquatic Design	Request Quote
Epoxy Injection	1,800/min first 10', 60.00/ft. after
MISCELLANEOUS	
Automobile Mileage	0.90/mile
Subsistence and Lodging	cost + 20%
Equipment Rental	cost + 20%
Field Report Preparation	50.00/each
Pad Certification Report	150.00/each
Final Letter (Testing/Inspections)	200.00/each
Additional Copy of Report (wet-signed)	50.00/each
Miscellaneous Item Charge	Cost +20%/each
Air & Ground Transportation	Cost +20%/each
CAD – Prints	10.00/sheet

AMOUNT NOT TO EXCEED \$250,000



Insurance Requirements for Consultant The Consultant shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Consultant and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant, or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**
 \$1,000,000 Each Occurrence
 \$2,000,000 Aggregate

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
 \$1,000,000 Each Occurrence
 Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Consultant; whichever is greater.

Consultant 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.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.

- (b) **Primary and Non-Contributory Insurance Endorsement**
 Additional insurance coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) 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.

- (c) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Consultant shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (d) Completed Operations Endorsement
For three years after completion of project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
- (e) 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.
- (f) 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.
- (g) 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, Consultant shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Consultant shall provide proof of continuing insurance on at least an annual basis during the Term. If Consultant's insurance lapses or is discontinued for any reason, Consultant shall immediately notify the City and immediately obtain replacement insurance.
- (h) Failure to Comply
If Consultant fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Consultant 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 Consultant 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. Consultant shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding and other provision of this Agreement, if Consultant 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, Consultant 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.
- (i) 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.

Workers Compensation Insurance The Consultant shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Consultant's employees employed at the site of the project and, if any work is sublet, Consultant shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Consultant shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced 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.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

AGREEMENT FOR PROFESSIONAL SERVICES

**ARTICLE 1
PARTIES AND PURPOSE**

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Henderson Bros. Company, Inc. (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 ON-CALL RESIDENTIAL PLUMBING SERVICES FOR WATER METER PROGRAM PHASE 5 (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 March 1, 2015 and terminates upon the completion of the Scope of Services or on December 1, 2015, 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: Gary Wiman

To CONTRACTOR: Henderson Bros. Company, Inc.
 Attn: James W. McConnell
 217 S. Sacramento Street
 Lodi, CA 95240

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. FERRAILOLO
City Clerk

STEPHEN SCHWABAUER
City Manager

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

Henderson Bros. Company, Inc.

By: _____


By: _____
Name: Jame W. McConnell
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: 56199000-77020
(Business Unit & Account No.)**

Doc ID:K:\WP\PROJECTS\PSA's\2015\Henderson Bros.doc

CA:Rev.01.2015

Water Meter Program Phase 5 Meter Installation and Main Replacement Project
Henderson Bros. Company, Incorporated
Scope of Services

Provide on-call residential plumbing services for the Water Meter Program Phase 5 Meter Installation and Main Replacement Project as requested by the City of Lodi Construction Project Manager.

Work will be on a case by case basis as necessary to resolve customer plumbing issues related to the project construction work activities. Duties may also include landscape irrigation work to re-establish existing systems.

P L U M B I N G — H E A T I N G — A I R C O N D I T I O N I N G — S H E E T M E T A L

February 12, 2015

Gary Wiman
 City of Lodi
 221 West Pine Street
 Lodi, CA 95240

Subject: Proposal for the On-Call Residential Plumbing Services for Water Meter Program Phase 5.

Dear Gary:

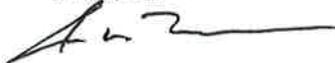
You recently requested pricing information from our company. With reference to your inquiry and detailed discussion regarding the above cited subject, Here is our proposed pricing :

Technician Position	Description of hours		Price Per Hour
Plumber @ Prevailing Wages Rate	Mon-Fri 8:30am- 5:00 pm	Weekdays	\$160.00
Plumber @ Prevailing Wages Rate	Outside Hours	Weekends/Holidays	\$202.00
Laborer @ Prevailing Wages Rate	Mon-Friday 8:30- 5:00pm	Weekdays	\$140.00
Laborer @ Prevailing Wages Rate	Outside Hours	Weekends/Holidays	\$155.00

Thank you for giving us the opportunity to bid for your business. We hope that you will find our rates most competitive in ail respects with the prevailing wage rates. As always, it's a pleasure doing business with you. We look forward to completing this order to your satisfaction.

Sincerely,

James McConnell
 President



P.S. If you would like to discuss items in this quote, or if you need any additional information, please call me personally at (209) 642-0455.

AMOUNT NOT TO EXCEED \$40,000



Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect Contractor and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**
 \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**
 \$1,000,000 Bodily Injury – Per Person;
 \$1,000,000 Bodily Injury – Per Accident;
 \$1,000,000 Property Damage – Per Accident; or
 \$1,000,000 Combined Single Limits

Such insurance shall cover liability arising out of any vehicle (including, owned, hired and non-hired vehicles) operated in performing any and all services pursuant to this Agreement. Coverage shall be written on ISO form CA 00 01 12 90, or a later version of this form, or an equivalent form providing equivalent liability coverage.

All limits are to be designated strictly for the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers. All deductibles or self-insured retentions (SIR) must be disclosed to City's Risk Manager for approval and shall not reduce the limits of liability set forth hereinabove. Insurance policies containing any deductible or SIR provision shall provide, or be endorsed to provide, that the deductible or SIR may be satisfied by either the Named Insured(s) or the City of Lodi.

It is required that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth above, shall be available to City as an additional insured. Furthermore, the requirements for coverage and limits shall be (i) the minimum coverage and limits specified in these insurance requirements; or (ii) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Contractor; whichever is greater.

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.).

A copy of the certificate(s) of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
 Pursuant to a separate endorsement (ISO form CG 2010 (11/85) or equivalent form) such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers as additional named insureds.

- (b) **Primary and Non-Contributory Insurance Endorsement**
 Additional insurance coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) 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.

Insurance Requirements for Contractor (continued)

- (c) Limits of Coverage
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance of Contractor shall contain, or be endorsed to contain, a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect the City as a named insured.
- (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.
- (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.
- (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 and 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) 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.

Workers Compensation Insurance The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. **A waiver of subrogation is required for workers compensation insurance.** This policy may not be canceled nor the coverage reduced 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.

NOTE: The City reserves the right to obtain a full certified copy of any insurance policy or endorsements required. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and DSS COMPANY dba KNIFE RIVER CONSTRUCTION, herein referred to as the "Contractor."

W I T N E S S E T H :

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
- Instruction to Bidders
- Bid Forms
- Contract
- Contract Bonds
- General Conditions
- General Requirements (Division 1)
- Technical Specifications (Division 2)
- Plans
- Addenda

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

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

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth Clauses 65 and 66 of the General Conditions, 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 construct approximately 16,200 lineal feet of 8-inch and 130 lineal feet of 4- replacement water main and appurtenances, construct or reset approximately 7 fire hydrants and laterals, and construct approximately 895 water meter assemblies including construction of all or portions of services, and other incidental and related work, in accordance with Plans and Specifications for Water Meter Program Phase 5 – Meter Installation and Main Replacement.

BID ITEMS

Item	Item	Qty	Unit	Unit Cost	Total Cost
	Water Main Installation				
1	Construction Notifications	1	LS	\$2,200.00	\$2,200.00
2	Excavation Safety	1	LS	\$5,400.00	\$5,400.00
3	Storm Water Pollution Prevention Plan, and Construction Site Monitoring and Reporting Plan	1	LS	\$7,500.00	\$7,500.00
4	Traffic Control	1	LS	\$41,000.00	\$41,000.00
5	Potholing	1	LS	\$49,000.00	\$49,000.00
6	Install 8" Water Main	16,200	LF	\$60.50	\$980,100.00
7	Install 4" Water Main	130	LF	\$60.00	\$7,800.00
8	Install 8" Ductile Iron Water Main	200	LF	\$56.00	\$11,200.00
9	Install 4" Ductile Iron Water Main	100	LF	\$55.50	\$5,550.00
10	Install 14" Water Valve	2	EA	\$2,565.00	\$5,130.00
11	Install 8" Water Valve	63	EA	\$1,275.00	\$80,325.00
12	Install 6" Water Valve	31	EA	\$1,050.00	\$32,550.00
13	8" X 14" Hot Tap Connection	1	EA	\$2,150.00	\$2,150.00
14	8" X 8" Hot Tap Connection	6	EA	\$1,775.00	\$10,650.00
15	8" X 6" Hot Tap Connection	12	EA	\$2,000.00	\$24,000.00
16	Connect New Main to Existing Main, Cut-In	18	EA	\$3,700.00	\$66,600.00
17	Cap and Abandon Existing Main, Cut-In	52	EA	\$1,300.00	\$67,600.00
18	Remove and Dispose of Asbestos Cement Pipe	100	LF	\$180.00	\$18,000.00
19	Install Fire Hydrant Assembly	4	EA	\$4,700.00	\$18,800.00
20	Reset Existing Fire Hydrant Assembly	3	EA	\$4,200.00	\$12,600.00
21	Install Blowoff	4	EA	\$2,100.00	\$8,400.00
22	Replace Additional Asphalt Concrete	10,000	SF	\$2.35	\$23,500.00

Item	Item	Qty	Unit	Unit Cost	Total Cost
	Pavement				
23	Replace Asphalt Concrete at Lodi Ave, Ham Ave, Hutchins St, Church St, Elm Street Lockeford Street	5,000	SF	\$3.45	\$17,250.00
24	Remove and Replace Curb and Gutter	200	LF	\$54.00	\$10,800.00
	Meter Installations				
25	Install Class A Meter Service	213	EA	\$160.00	\$34,080.00
26	Install Class B Meter Service	8	EA	\$285.00	\$2,280.00
27	Install Class C Meter Service	94	EA	\$700.00	\$65,800.00
28	Install Class D Meter Service	110	EA	\$750.00	\$82,500.00
29	Install Class E Meter Service	470	EA	\$1,700.00	\$799,000.00
30	Install Large Water Meter – Class B, C and D Add On	9	EA	\$165.00	\$1,485.00
31	Install Large Water Service and Meter – Class E	1	EA	\$2,000.00	\$2,000.00
32	Replace Angle Meter Stop Valves	100	EA	\$120.00	\$12,000.00
33	Excavate Existing Corporation Stop and Isolate Service	30	EA	\$360.00	\$10,800.00
34	Upgrade to Traffic Rated Water Meter Box	30	EA	\$65.00	\$1,950.00
35	Install Replacement Lid at Existing Meter Box (Class A Meter Service)	50	EA	\$40.00	\$2,000.00
36	Install Additional 1-inch Service Line	1,000	LF	\$11.00	\$11,000.00
37	Install 1.5-inch Service Line	500	LF	\$6.00	\$3,000.00
38	Install 2-inch Service Line	500	LF	\$6.50	\$3,250.00
39	Install Additional 1-inch Water Service Tap	10	EA	\$440.00	\$4,400.00
40	Install Additional 1.5-inch Water Service Tap	10	EA	\$515.00	\$5,150.00
41	Install Additional 2-inch Water Service Tap	10	EA	\$590.00	\$5,900.00
42	Abandon Additional Existing Service	15	EA	\$160.00	\$2,400.00
43	Construct Concrete Surface Restoration	4,500	SF	\$5.25	\$23,625.00
44	Mobilization / Demobilization	1	LS	\$62,000.00	\$62,000.00
45	Export/Import Fill Material	5,000	CY	\$12.50	\$62,500.00
46	All Other Items	1	LS	\$73,000.00	\$73,000.00
	Total Amount				\$2,778,225.00

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

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

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Technical Specifications. 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 on the date stipulated in the Notice to Proceed and to diligently prosecute to completion within **210 CALENDAR DAYS**.

This Agreement provides for liquidated damages in the amount of \$5,000 per day for each day the work is not completed by the Contractor beyond the time specified in this Article.

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 ABOVE. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

ARTICLE IX - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) 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 (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. Note: SB 854 requires that the awarding agency include the above language in bid invitations and contracts for all projects being awarded on or after January 1, 2015. The contractor is responsible for reviewing SB 854 prior to submitting a bid to ensure compliance.

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

CONTRACTOR:
DSS COMPANY dba
KNIFE RIVER CONSTRUCTION

CITY OF LODI

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____

Date: _____

Title

Attest:

(CORPORATE SEAL)

JENNIFER M. FERRAILOLO
City Clerk

Approved as to form:

JANICE D. MAGDICH
City Attorney



1. AA# _____
 2. JV# _____

**CITY OF LODI
 APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	2/17/2015
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW					
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	561		32205	Fund Balance	\$ 3,400,707.00
B. USE OF FINANCING	561	56199000	77020	Capital Projects	\$ 3,400,707.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contracts for Water Meter Program Phase 5

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Awaly Sanchez

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
 Final approval will be provided in electronic copy format.

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING THE CONTRACT, AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AGREEMENTS
FOR THE WATER METER PROGRAM PHASE 5
PROJECT AND FURTHER APPROPRIATING FUNDS

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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 February 12, 2015, at 11:00 a.m., for the Water Meter Program Phase 5, described in the plans and specifications therefore approved by the City Council on December 17, 2014; and

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

Bidder	Bid
Knife River Construction	\$2,778,225
Teichert Construction	\$2,841,842
West Valley Construction Company, Inc.	\$3,398,398
Northern Underground	\$4,926,855

WHEREAS, staff recommends awarding the contract for the Water Meter Program Phase 5 to the low bidder, Knife River Construction, of Stockton, in the amount of \$2,778,225; and

WHEREAS, staff recommends RMC Water and Environment, of Walnut Creek, perform engineering services during construction, with a time-and-materials contract with a not-to-exceed maximum of \$37,482; and

WHEREAS, staff recommends Neil O. Anderson and Associates, of Lodi, perform construction testing and inspection services for this project, for a total contract amount of \$250,000; and

WHEREAS, staff recommends Henderson Bros. Company, Inc., of Lodi, perform on-call residential plumbing services for this project, for a total contract amount of \$40,000; and

WHEREAS, staff recommends appropriation of \$3,400,707 from the Water Capital Fund to cover the cost of construction, construction administration services, Public Works Engineering staff, and contingencies.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the construction contract for the Water Meter Program Phase 5 to the low bidder, Knife River Construction, of Stockton, California, in the amount of \$2,778,225; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby approve Task Order No. 7 to the Master Professional Services Agreement with RMC Water and Environment, of Walnut Creek, California, to provide engineering services during construction on a time-and-materials basis, in an amount not to exceed \$37,482; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the contract for construction testing and inspection services to Neil O. Anderson and Associates, of Lodi, California, in the amount of \$250,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the contract for on-call residential plumbing services to Henderson Bros. Company, Inc., of Lodi, California, in the amount of \$40,000; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreements on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that funds in the amount of \$3,400,707 be appropriated from the Water Capital Fund for this project.

Dated: March 4, 2015

=====

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 4, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Public Highway Overpass Crossing Agreement with Union Pacific Railroad Company and Approving Appropriation for Harney Lane Grade Separation Right-of-Way Acquisition (\$89,600)

MEETING DATE: March 4, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Public Highway Overpass Crossing Agreement with Union Pacific Railroad Company and approving appropriation for Harney Lane Grade Separation right-of-way acquisition, in the amount of \$89,600.

BACKGROUND INFORMATION: The Harney Lane/Union Pacific Railroad (UPRR) Grade Separation is an overpass bridge structure being developed as part of the City's future plan to widen Harney Lane from two lanes to four lanes between the western limits at Lower Sacramento Road to the State Route 99 interchange. The current project development is primarily focused on constructing the overpass crossing and on widening Harney Lane to four lanes between Hutchins Street on the west and Stockton Street on the east. The widened portion of Harney Lane will tie into an existing four-lane segment immediately east of the project limits and will transition back to two lanes just west of the intersection with Hutchins Street.

The Public Highway Overpass Crossing Agreement is provided in Attachment A and it addresses the following elements of the Grade Separation Project:

1. Grant of an easement by UPRR to the City and payment by the City to UPRR, in the amount of \$89,600, for the easement.
2. UPRR share of the project construction cost and reimbursement to the City up to \$422,541.70.
3. Grant of access by UPRR to its property to the construction contractor and others.
4. Contractor's obligation to pay for work performed by UPRR during construction estimated to be \$243,100.

Full execution of this agreement is a prerequisite to applying to the California Public Utilities Commission for grant funds for the project. This application is due April 1, 2015.

Staff recommends authorizing execution of the agreement and approving the appropriation in the amount of \$89,600.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Requested Appropriation:
Regional Transportation Fees (31499000): \$89,600

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

FWS/smh
Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Real Estate Department
UNION PACIFIC RAILROAD COMPANY
1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690

HB Comments
10/21/14

Feb. 9th, 2015

UPRR Folder No. 2822-81

F. WALLY SANDELIN
CITY OF LODI
PO BOX 3006
LODI, CA 95241-1910

Dear Mr. Sandelin:

RE: Proposed construction, maintenance and use of the new Harney Lane Overpass grade separated public road crossing in or near Lodi, CA.

Attached are duplicate originals of a Public Highway Overpass Crossing Agreement covering your use of the Railroad Company's property. To properly document your use of the Railroad Company's property, it is necessary that you execute the attached documents. Please return to me the following:

1. **ALL** of the executed documents. If a Contractor's Right-of-Entry Agreement is attached hereto, you may submit the executed Contractor's Right-of-Entry documentation upon selection of a contractor.
2. Certificate of Insurance, if required.
3. Resolution for document execution, if required.
4. Check made payable to the Union Pacific Railroad Company in the amount of **\$89,600.00**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void. If you have any questions, please contact me.

Sincerely yours,



Real Estate Department
UNION PACIFIC RAILROAD COMPANY
1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179-1690



David C. LaPlante
Senior Manager-Contracts
Special and Public Projects
Union Pacific Railroad
1400 Douglas St. STOP 1690 | Omaha, NE 68179
Phone: 402.544.8563 | Fax: 402.501.0340
dclaplante@up.com



UPRR Folder No.: 2822-81

UPRR Audit No.: _____

PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT

Harney Lane – DOT No. 440820L
Railroad Mile Post 73.97 – Fresno Subdivision
Lodi, San Joaquin County, California

THIS AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2015 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF LODI**, a municipal corporation or political subdivision of the State of California to be addressed at PO Box 3006, Lodi, California 95241 ("Public Body").

RECITALS:

The Public Body currently maintains, uses, and repairs the existing Harney Lane at-grade public road crossing, (DOT No. 752902F), at Railroad's Mile Post 73.98 on the Railroad's Fresno Subdivision at or near Lodi, San Joaquin County, California (the "Existing Crossing").

The Public Body desires to undertake as its project (the "Project") the closure and removal of the Existing Crossing and the construction of a new grade-separated overpass public road crossing for Harney Lane (DOT 440820L), at Railroad's Mile Post 73.97 on the Railroad's Fresno Subdivision at or near Lodi, San Joaquin County, California (the "Overpass Structure"). The Overpass Structure is shown on the Railroad Location Print marked **Exhibit A** and specified in the Detailed Prints collectively marked **Exhibit A-1**, with each exhibit being attached hereto and hereby made a part hereof.

The right of way presently utilized by the Public Body for the Existing Crossing is not sufficient to allow for the construction of the Overpass Structure. Therefore, under this Agreement, the Railroad will be granting additional rights to the Public Body to facilitate the construction of the Overpass Structure. The portion of Railroad's property that Public Body needs to use in connection with the Overpass Structure is described in the Legal Descriptions marked **Exhibit A-2(a)** and **Exhibit A-2(b)** and also shown on the Survey Print marked **Exhibit A-3**, with each exhibit being attached hereto and hereby made a part hereof (the "Crossing Area").

The Railroad and the Public Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

ARTICLE 1. EXHIBIT B

The General Terms and Conditions marked **Exhibit B**, are attached hereto and hereby made a part hereof.

ARTICLE 2. GRANT OF EASEMENT

- A. For and in consideration of the sum of **EIGHTY NINE THOUSAND SIX HUNDRED DOLLARS (\$89,600.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of the Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad shall execute and deliver to the Political Body an Easement Deed in the form marked **Exhibit F**, attached hereto and hereby made a part hereof, for the property described and shown on **Exhibits A-2(a) and Exhibit A-2(b)**.

ARTICLE 3. RAILROAD'S CONTRIBUTION TO COSTS; CLOSURE OF EXISTING CROSSING

- A. In compliance with the provisions of the Federal Aid Policy Guide, 23 CFR Section 646.210, the Railroad will bear five percent (5%) of the cost of the theoretical structure due to the Project resulting in the elimination of the Existing Crossing. The Political Body has estimated the required Railroad share for the theoretical structure to be **Four Hundred Twenty-Two Thousand Five Hundred Forty-One Dollars Seventy Cents (\$422,541.70)** as described in **Exhibit G**, attached hereto and hereby made a part hereof. In no event shall the Railroad's obligation provided in this section exceed **Four Hundred Twenty-Two Thousand Five Hundred Forty-One Dollars Seventy cents (\$422,541.70)**, without prior written approval of the Railroad's Assistant Vice-President Engineer-Design or his authorized representative.
- B. The Political Body, upon completion of the Project, payment of all Railroad invoices and after taking all action necessary to permanently close and vacate the Existing Crossing across the Railroad's property, will submit a single invoice in an amount equal to five percent (5%) of the cost of the theoretical structure to the Railroad for payment; provided, however, that such amount shall not exceed **Four Hundred Twenty-Two Thousand Five Hundred Forty-One Dollars Seventy cents (\$422,541.70)**, unless otherwise approved by the Railroad pursuant to Section 3A above.
- C. The Railroad hereby agrees to pay the Political Body a sum not to exceed **Four Hundred Twenty-Two Thousand Five Hundred Forty-One Dollars Seventy Cents (\$422,541.70)** (unless otherwise approved by the Railroad pursuant to Section 3A above) upon (i) the receipt of the invoice referenced under Section 3B above, (ii) confirmation from the Political Body of completion of the Project, and (iii) the receipt of a copy of the ordinance or resolution duly passed and adopted by the Political Body authorizing and directing the permanent closure and vacation of the Existing Crossing. The Political

Body agrees, by the above consideration received, that the Existing Crossing will remain closed and will not be re-opened.

ARTICLE 4. WORK TO BE PERFORMED IN CONNECTION WITH CLOSURE OF EXISTING CROSSING

- A. The Public Body, at its expense, shall install, maintain, repair and renew permanent barricades on both sides of the Existing Crossing with such barricades to be located off of the Railroad's property and to be in compliance with all applicable standards and guidelines contained in the current Manual on Uniform Traffic Control Devices ("MUTCD").
- B. The Public Body, at its expense, shall also (i) provide new advance street signs and pavement markings to indicate that the Existing Crossing is closed, with such signage to be in compliance with applicable current MUTCD standards and guidelines, (ii) remove all Existing Crossing approach surfaces up to the track tie ends, and (iii) require its Contractor to execute the Contractor's ROE (defined below), and for the Contractor to provide to Railroad the insurance policies, certificates and endorsements required therein before allowing any Contractor access to the Railroad's property in connection with the Existing Crossing closure work.
- C. All work to be performed by the Public Body pursuant to Section 4A and 4B shall be completed prior to the Railroad commencing any work set forth in Section 4D below.
- D. After completion of the work to be performed by the Public Body pursuant to Section 4A and 4B above, the Railroad, at the Public Body's expense, agrees to remove the railroad crossing surface and warning devices (crossbuck signs, etc.) in connection with the Existing Crossing which currently exist on the Railroad's right-of-way.

ARTICLE 5. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Public Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

ARTICLE 6. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

- A. Prior to Contractor performing any work within the Crossing Area and any subsequent maintenance and repair work, the Public Body shall require the Contractor to:
- execute the Railroad's then current Contractor's Right of Entry Agreement
 - obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
 - provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

- B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof (the "Contractor's ROE"). The Public Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.
- C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:
- Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UPRR Folder No. 2822-81*
- D. If the Public Body's own employees will be performing any of the Project work, the Public Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

ARTICLE 7. FEDERAL AID POLICY GUIDE

If the Public Body will be receiving any federal funding for the Project, the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

ARTICLE 8. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO PUBLIC BODY; PUBLIC BODY'S PAYMENT OF BILLS

- A. The work to be performed by the Railroad, at the Public Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). The Estimate includes work to be performed by the Railroad under Section 4D above in connection with the closure of the Existing Crossing. As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is **Two Hundred Forty Three Thousand One Hundred Dollars (\$243,100.00)**.
- B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Public Body in the event the Public Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.
- C. The Railroad shall send progressive billing to the Public Body during the Project and final billing to the Public Body within one hundred eighty (180) days after receiving written notice from the Public Body that all Project work affecting the Railroad's property has been completed.
- D. The Public Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by

the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

ARTICLE 9. PLANS

- A. The Public Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. Upon completion of the Structure, the Public Body, at its expense, shall furnish to the Railroad two (2) sets of reproducible "as constructed" Plans of the Structure
- E. The Railroad's review and approval of the Plans will in no way relieve the Public Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Public Body or Contractor on the Plans is at the risk of the Public Body and Contractor.

ARTICLE 10. NON-RAILROAD IMPROVEMENTS

- A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

- B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Public Body mutually agree in writing to:
- i. deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B,
 - ii. deem the Non Railroad Facilities part of the Structure, and
 - iii. supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

ARTICLE 11. RAILROAD'S COORDINATION REQUIREMENTS

The Public Body, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit D**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Public Body for this Project.

ARTICLE 12. EFFECTIVE DATE; TERM; TERMINATION

- A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.
- B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Public Body in the event the Public Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.
- C. If the Agreement is terminated as provided above, or for any other reason, the Public Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

ARTICLE 13. CONDITIONS TO BE MET BEFORE PUBLIC BODY CAN COMMENCE WORK

Neither the Public Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- i. The Railroad and the Public Body have executed this Agreement.
- ii. The Railroad has provided to the Public Body the Railroad's written approval of the Plans.
- iii. Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates,

binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

- iv. Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

ARTICLE 14. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until Railroad and Public Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

ARTICLE 15. ASSIGNMENT; SUCCESSORS AND ASSIGNS

- A. Public Body shall not assign this Agreement without the prior written consent of Railroad.
- B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Public Body.

EXHIBIT A

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Railroad Location Print

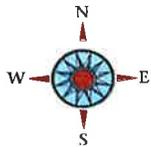
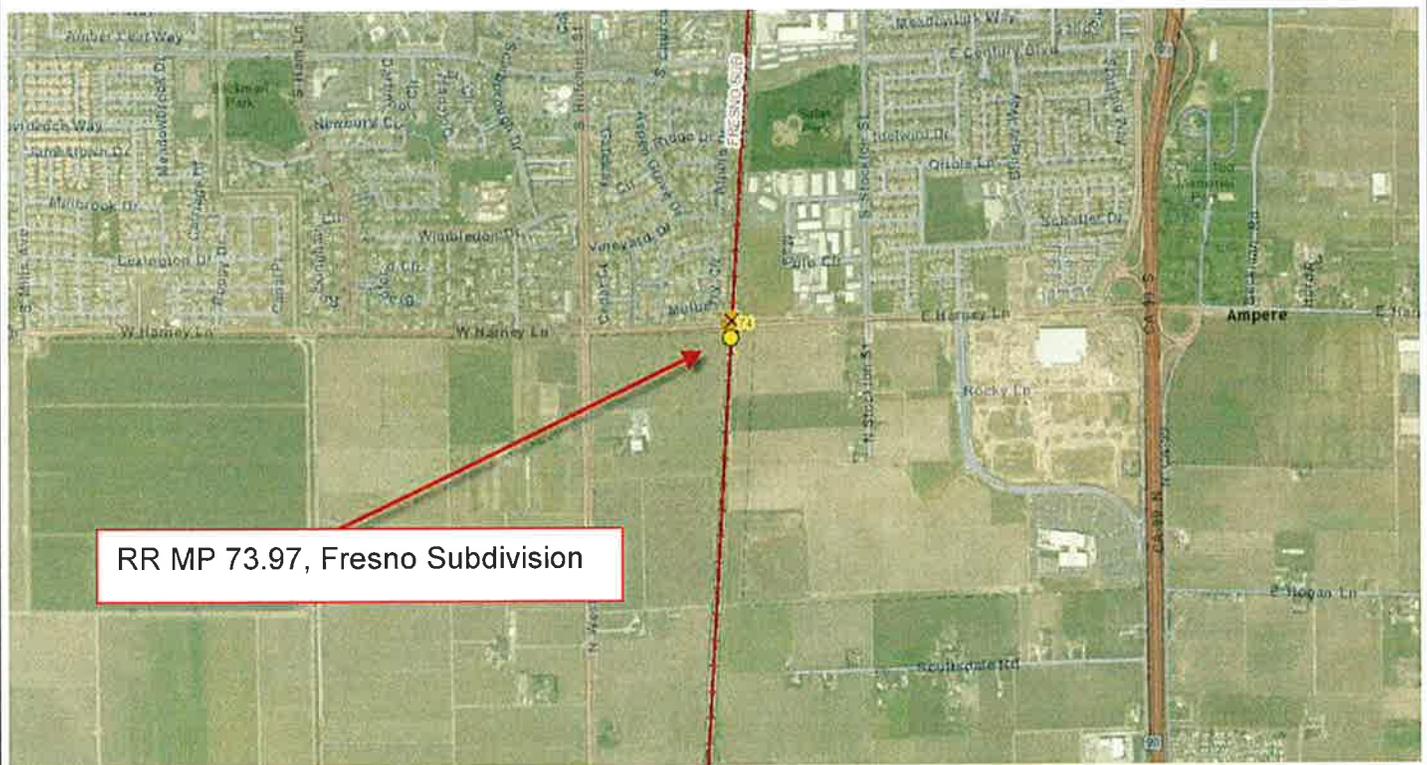


EXHIBIT A
RAILROAD LOCATION PRINT
ACCOMPANYING A
CONSTRUCTION AND MAINTENANCE AGREEMENT FOR NEW
HIGHWAY OVERPASS/CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT



RR MP 73.97, Fresno Subdivision

UNION PACIFIC RAILROAD COMPANY
FRESNO SUBDIVISION
RAILROAD MILE POST 73.97
LODI, SAN JOAQUIN COUNTY, CA.

To accompany a Construction and Maintenance Agreement with the
CITY OF LODI and its CONTRACTORS
Construction of new grade-separated overpass at Mile Post 73.97 (DOT
440820L) at existing at-grade crossing Mile Post 73.98 (DOT 752902F)
UPRR Folder No. 2822-81 Date: December 18, 2014

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF
ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT A-1

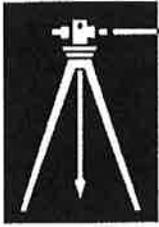
To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Detailed Prints

EXHIBIT A-2 (a) & (b)

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Legal Description



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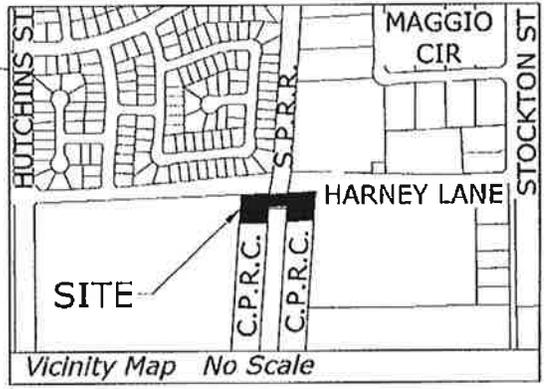
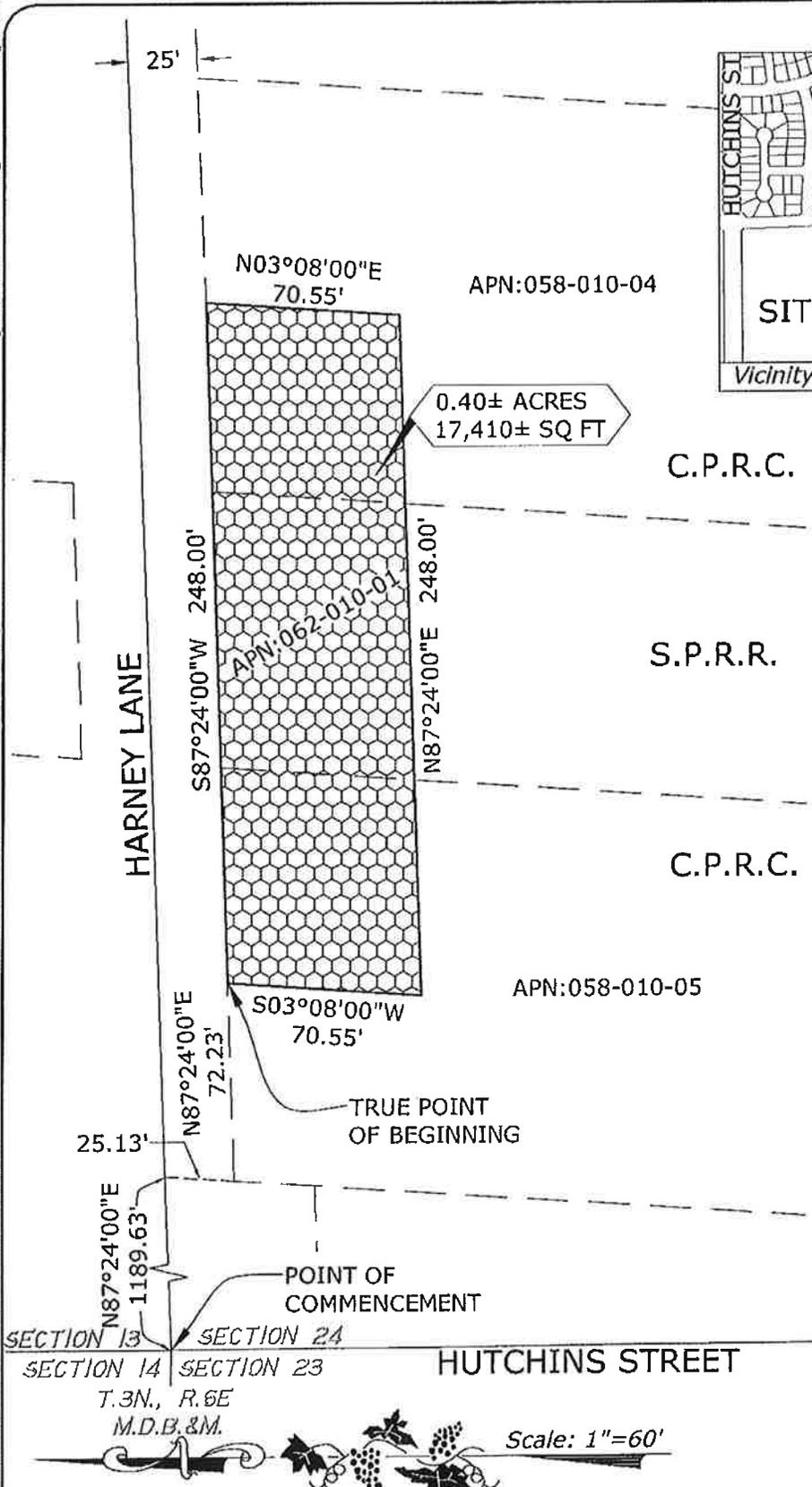
323 W. Elm Street
Lodi, CA 95240-2003
Phone (209) 368-6618
Fax (209) 368-6610

Exhibit "A - 2(a)

A portion of the Northwest Quarter of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Commencing at the northwest corner of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian as shown on Record of Survey, filed in Book 7 of Surveys at Page 308, San Joaquin County Records; thence along the north line of said Section 24 North 87°24'00" East, 1189.63 feet to the Westerly line of the Union Pacific Railroad (400 foot wide per Congressional Grant); thence along said Westerly line, South 03°08'00" West, 25.13 feet to the intersection of said Westerly line and the South line of Harney Lane; thence along said South line of Harney Lane, North 87°24'00" East, 72.23 feet to the TRUE POINT OF BEGINNING; thence South 03°08'00" West, 70.55 feet; thence North 87°24'00" East, 248.00 feet; thence North 03°08'00" East, 70.55 feet to said South line of Harney Lane; thence along said South line, South 87°24'00" West, 248.00 feet to the TRUE POINT OF BEGINNING.





11-11-2014

**HARNEY LANE
GRADE SEPARATION
RIGHT-OF-WAY EASEMENT**

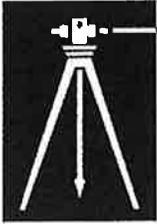
PREPARED IN THE OFFICE OF:
BAUMBACH & PIAZZA, INC.



CIVIL ENGINEERS
323 WEST ELM STREET
LODI, CALIFORNIA 95240

Scale: 1"=60'

THIS EXHIBIT HAS BEEN COMPILED FROM RECORDED DATA AND IS NOT BASED UPON A FIELD SURVEY
BASIS OF BEARINGS
NORTH LINE OF NORTHWEST 1/4 SECTION 24, SHOWN ON RECORD OF SURVEY, FILED IN BOOK 7 OF SURVEYS AT PAGE 308 AS N87°24'00"E



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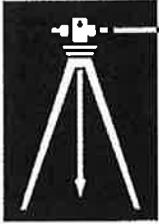
Exhibit "A" 2 (b)

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TOGETHER WITH a portion of the Northwest Quarter of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

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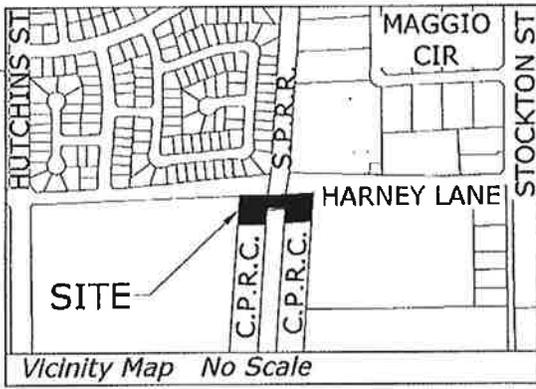
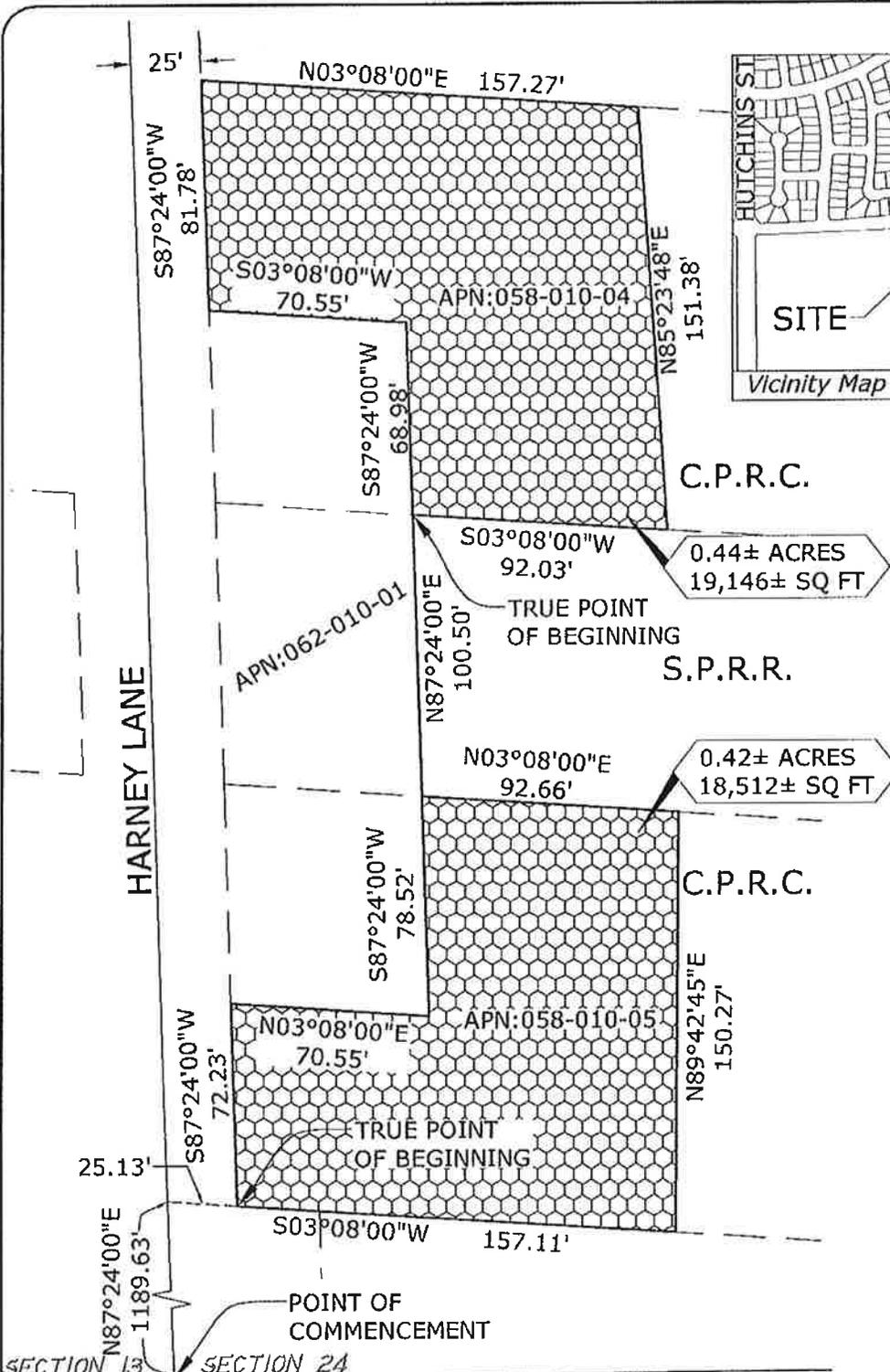
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East, 100.50 feet to a line parallel with and lying 50 easterly from the centerline of said Union Pacific Railroad, and the TRUE POINT OF BEGINNING; thence along said last parallel line South $03^{\circ}08'00''$ West, 92.03 feet; thence North $85^{\circ}23'48''$ East, 151.38 feet to the Easterly line of the Union Pacific Railroad (400 foot wide per Congressional Grant); thence along said Easterly line, North $03^{\circ}08'00''$ East, 157.27 feet to the South line of Harney Lane; thence South $87^{\circ}24'00''$ West, 81.78 feet along said South line; thence South $03^{\circ}08'00''$ West, 70.55 feet; thence South $87^{\circ}24'00''$ West, 68.98 feet to the TRUE POINT OF BEGINNING.





11-11-2014

**HARNEY LANE
GRADE SEPARATION
RIGHT-OF-WAY EASEMENT**

PREPARED IN THE OFFICE OF:
BAUMBACH & PIAZZA, INC.

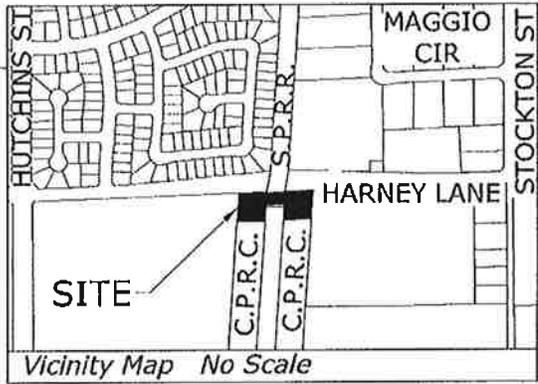
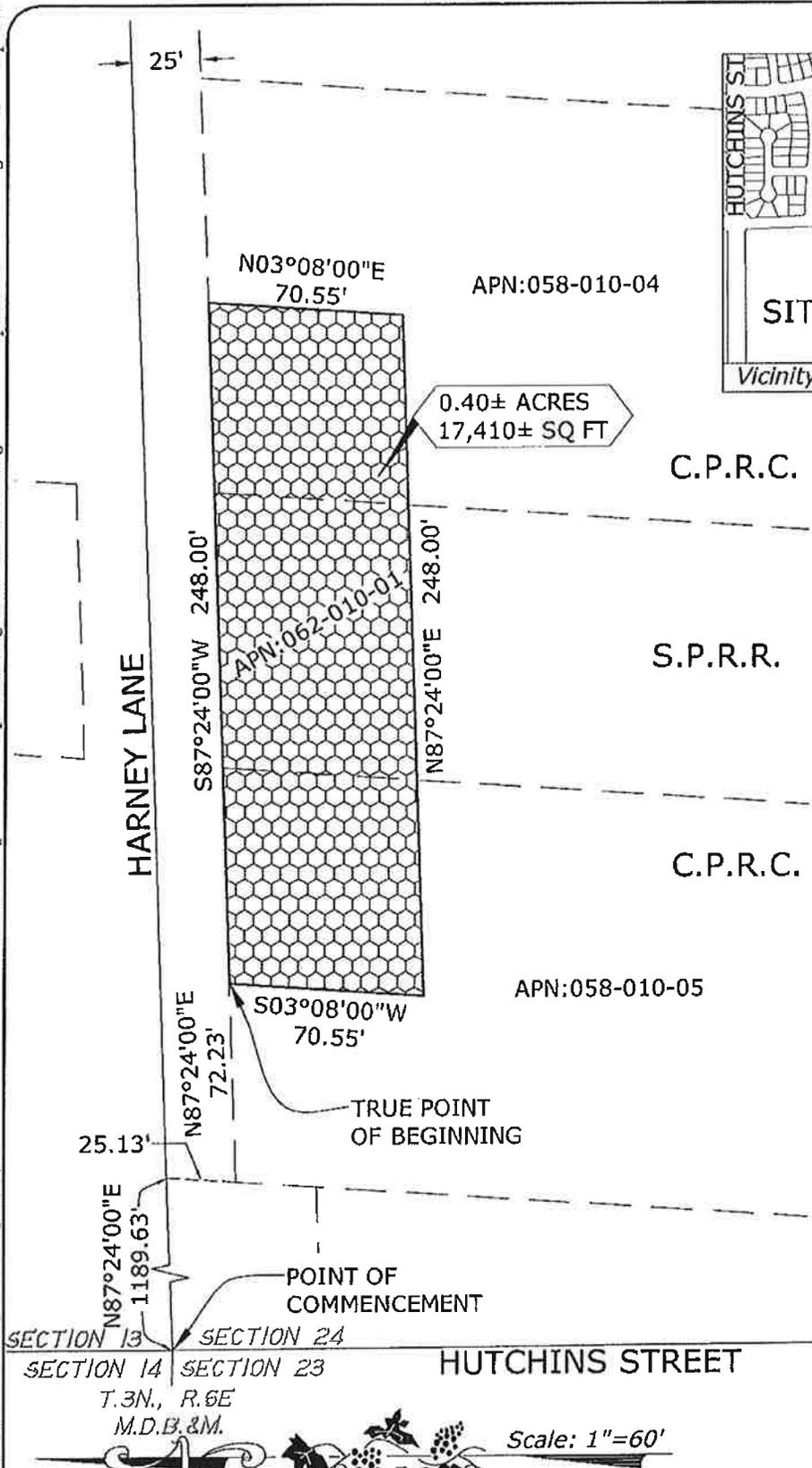


CIVIL ENGINEERS
323 WEST ELM STREET
LODI, CALIFORNIA 95240

THIS EXHIBIT HAS BEEN COMPILED FROM RECORDED DATA AND IS NOT BASED UPON A FIELD SURVEY

BASIS OF BEARINGS

NORTH LINE OF NORTHWEST 1/4 SECTION 24, SHOWN ON RECORD OF SURVEY, FILED IN BOOK 7 OF SURVEYS AT PAGE 308 AS N87°24'00"E



11-11-2014

**HARNEY LANE
 GRADE SEPARATION
 RIGHT-OF-WAY EASEMENT**

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SECTION 13 SECTION 24
 SECTION 14 SECTION 23
 T.3N., R.6E
 M.D.B. & M.
 HUTCHINS STREET

25.13'

N87°24'00"E
 1189.63'

N87°24'00"E
 72.23'

N03°08'00"E
 70.55'

0.40± ACRES
 17,410± SQ FT

APN:058-010-04

C.P.R.C.

S.P.R.R.

C.P.R.C.

APN:058-010-05

TRUE POINT OF BEGINNING

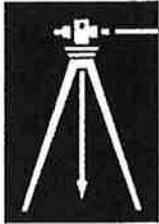
POINT OF COMMENCEMENT

S87°24'00"W 248.00'

N87°24'00"E 248.00'

S03°08'00"W
 70.55'

APN:062-010-01



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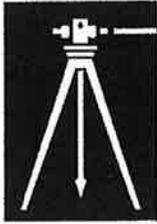
Exhibit "A" 2 (b)

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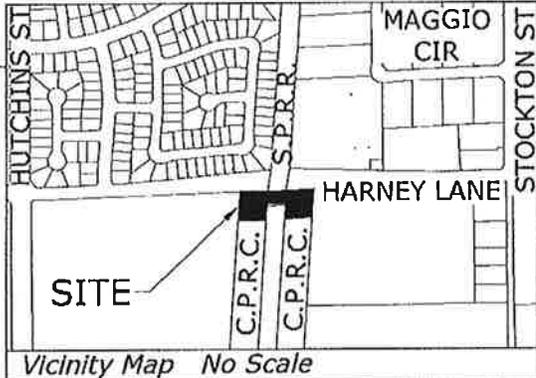
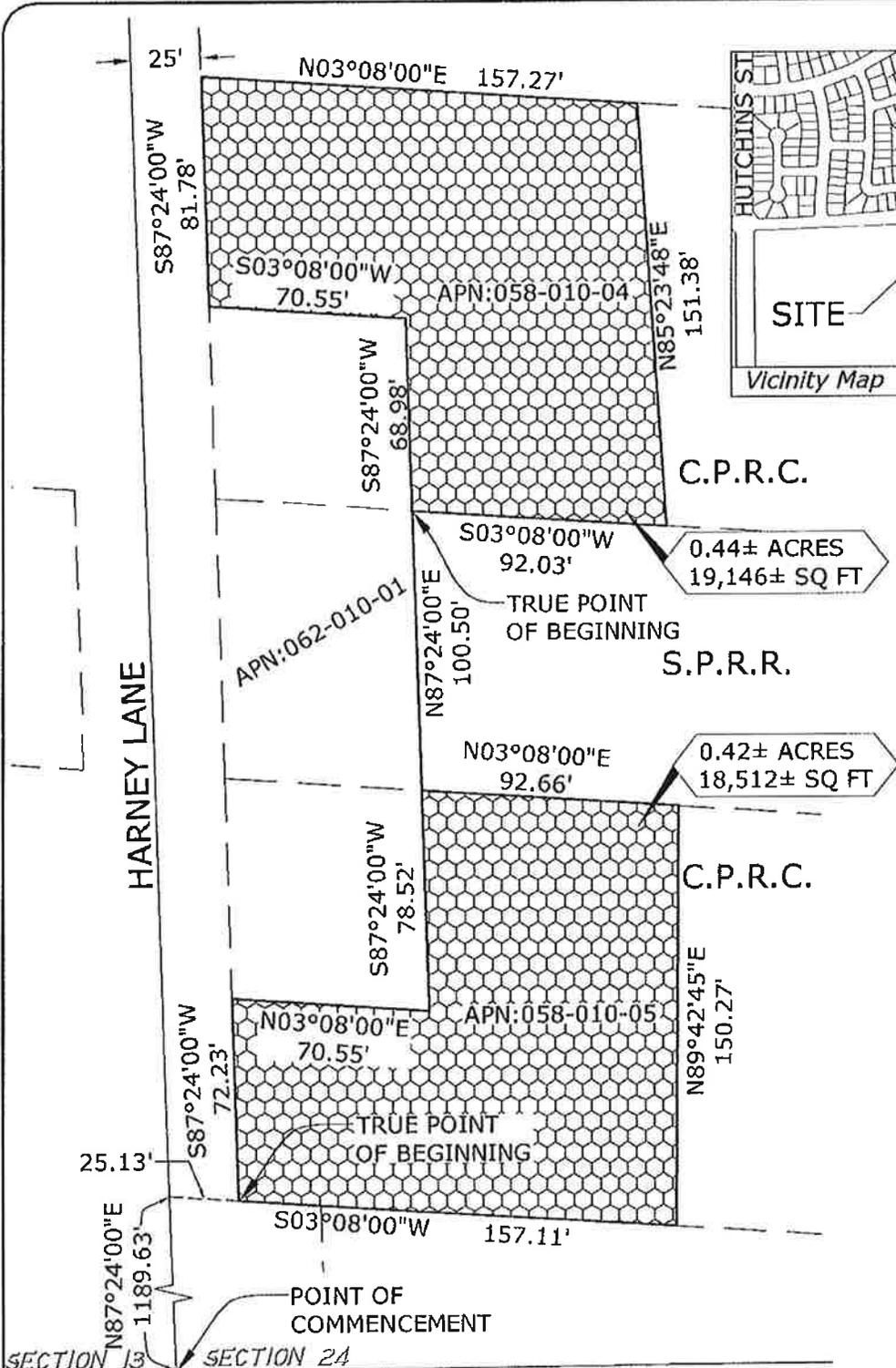
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11/11/14

S:\Projects\2011\11021_RW Acquisitions.dwg 11/11/14 10:45am - JELSON - XREFS: 11021_HC.dwg HLGS_ROW Acquisitions.dwg 24X36_BP_EXHIBIT.dwg HLGS_ROW Acquisitions 5-16-13.dwg HLGS_ROW Acquisitions



C.P.R.C.

S.P.R.R.

C.P.R.C.

0.44± ACRES
19,146± SQ FT

0.42± ACRES
18,512± SQ FT



11-11-2014

HARNEY LANE
GRADE SEPARATION
RIGHT-OF-WAY EASEMENT

PREPARED IN THE OFFICE OF:
BAUMBACH & PIAZZA, INC.



CIVIL ENGINEERS
323 WEST ELM STREET
LODI, CALIFORNIA 95240

HUTCHINS STREET

SECTION 13
SECTION 14
SECTION 23
SECTION 24
T.3N., R.6E
M.D.B.&M.

Scale: 1"=60'

THIS EXHIBIT HAS BEEN COMPILED FROM RECORDED DATA AND IS NOT BASED UPON A FIELD SURVEY
BASIS OF BEARINGS
NORTH LINE OF NORTHWEST 1/4 SECTION 24, SHOWN ON RECORD OF SURVEY, FILED IN BOOK 7 OF SURVEYS AT PAGE 308 AS N87°24'00"E

EXHIBIT A-3

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Survey Print



LEGEND:

- AERIAL EASEMENT 
- AERIAL EASEMENT AREA = 17,410 SQ. FT. +/-
- NON-EXCLUSIVE PUBLIC ROADWAY PURPOSE EASEMENTS 
- NON-EXCLUSIVE EASEMENT AREA = 37,658 SQ. FT. +/-
- UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

LODI, SAN JOAQUIN COUNTY, CALIFORNIA

M.P. 73.97 - FRESNO SUB.

TO ACCOMPANY AGREEMENT WITH CITY OF LODI

MAP SP V-109 / 9

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 12-15-2014

PJB FILE: 0282281

CADD FILENAME	0282281
SCAN FILENAME	CAV10909-282281.TIF

EXHIBIT B

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
General Terms and Conditions

EXHIBIT B

TO PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT

GENERAL TERMS AND CONDITIONS

SECTION 1 - CONDITIONS AND COVENANTS

- A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Public Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Public Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Public Body for the purpose of conveying electric power or communications incidental to the Public Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Public Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.
- B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.
- C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Public Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Public Body at its own expense settles with and obtains releases from such nonparties.
- D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with Public Body's specifications and will not interfere with the Public Body's use of the Crossing Area.
- E. So far as it lawfully may do so, the Public Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.
- F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the Public Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF STRUCTURE

- A. The Public Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.
- B. Except as may be otherwise specifically provided herein, the Public Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the Public Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.
- C. All construction work of the Public Body upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner

satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

- D. All construction work of the Public Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Public Body. The Public Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Public Body and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Public Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Public Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Public Body at the Public Body's own expense, or by the Railroad at the expense of the Public Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Public Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Public Body shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

- A. The Public Body, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.
- B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Public Body that the work will be performed in a safe manner and in conformity with the following standards:

- A. **Definitions.** All references in this Agreement to the Public Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Public Body shall include work both within and outside of the Railroad's property.
- B. **Entry on to Railroad's Property by Public Body.** If the Public Body's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the Public Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Public Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Public Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Public Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.
- C. **Flagging.**
- (i) If the Public Body's employees need to enter Railroad's property as provided in Paragraph B above, the Public Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed

performance of any work by Public Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Public Body whether a flagman need be present and whether Public Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Public Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Public Body agrees that Public Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

- (ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Public Body shall pay on the basis of the new rates and charges.
- (iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Public Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Public Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Public Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

- D. **Compliance With Laws.** The Public Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Public Body shall use only such methods as are consistent with safety, both as concerns the Public Body, the Public Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Public Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Public Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Public Body shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Public Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.
- E. **No Interference or Delays.** The Public Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.
- F. **Supervision.** The Public Body, at its own expense, shall adequately police and supervise all work to be performed by the Public Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the

Railroad may be responsible, or to property of the Railroad. The responsibility of the Public Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Public Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Public Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

- G. **Suspension of Work.** If at any time the Public Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Public Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Public Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.
- H. **Removal of Debris.** The Public Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Public Body at the Public Body's own expense or by the Railroad at the expense of the Public Body. The Public Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.
- I. **Explosives.** The Public Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.
- J. **Excavation.** The Public Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Public Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Public Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Public Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.
- K. **Drainage.** The Public Body, at the Public Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Public Body, at the Public Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Public Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Public Body shall not obstruct or interfere with existing ditches or drainage facilities.
- L. **Notice.** Before commencing any work, the Public Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.
- M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Public Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Public Body. If it is, Public Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Public Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Public Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Public Body for a period of three (3) years following the date of Railroad's last billing sent to Public Body.

SECTION 10 - REMEDIES FOR BREACH OR NONUSE

- A. If the Public Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Public Body will reimburse the Railroad for the expenses thereof.
- B. Nonuse by the Public Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Public Body hereunder.
- C. The Public Body will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Public Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Public Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Public Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C

To Public Highway Overpass Crossing
Agreement

Railroad's Material and Force Account Estimate

EXHIBIT _____

UNION PACIFIC RAILROAD COMPANY SUMMARY ESTIMATE SHEET

The estimated costs for Railroad Flagging, Engineering, At-Grade Crossing Removal and Field Inspections are \$1300.00 per 12hr day for the Harney Road Overhead project.

Flagging (120 days at \$1,300. Per 12 hour day):	\$156,000.
Engineering Inspection/Review:	\$25,000.
Crossing Removal:	\$40,000.
Contingency (10%):	\$22,100.
<hr/>	
Total Cost Estimate:	\$243,100.

Note: This is a estimate only. Railroad shall bill on a actual cost basis. If the total cost estimate is anticipated to exceeded, a supplement to the agreement must be executed by parties prior to the beginning of any work beyond this amount.

EXHIBIT D

To Public Highway Overpass Crossing
Agreement

Railroad's Coordination Requirements

EXHIBIT D

TO PUBLIC HIGHWAY GRADE-SEPARATED CROSSING AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement:	Agreement that has been signed, or will be signed, between Railroad and Agency/Political Body covering the construction and maintenance of the Project.
Agency:	City of Lodi
AREMA:	American Railway Engineering and Maintenance-of-way Association
Contractor:	The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.
MUTCD:	Manual on Uniform Traffic Control Devices
Project:	Harney Lane Overpass
Railroad:	Union Pacific Railroad Company
Railroad Project Representative:	Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)
Railroad MTM Representative:	Railroad's Manager of Track Maintenance for this Project (see Section 1.03)
Requirements:	The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

CHRIS KECKEISEN
SR. MGR. IND. & PUB. PROJ.
2015 S. Willow
Bloomington, CA 92316
(909) 685-2264

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

FERNANDO P. AVILA
MGR TRACK MNTCE
(209) 471-5304
faperez@up.com

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until

final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

- A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.
- B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.
- C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.
- D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

- A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.
- B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.
- C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

- A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C
- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1. **Conditional Work Window:** A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25-feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25-feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
2. **Absolute Work Window:** A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as **Exhibit __**, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.
- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
 1. Description of work to be done.
 2. The days and hours that work will be performed.
 3. The exact location of the work and proximity to the tracks.
 4. The type of window and amount of time requested.
 5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads

operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Orientation for Contractor's Safety" and be registered prior to working on Railroad property. This orientation is available at www.contractororientation.com. This course is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one (21) foot temporary vertical construction clearance defined in section 4.4.1.1 and twelve (12) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3.5 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.5 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3.6 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.

B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

**1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE,
RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR**

A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.

C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:

1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25-feet, measured horizontally from centerline, of any track on which trains may operate.
2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS;CALL BEFORE YOU DIG NUMBER

A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".

B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.

C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$1400.00 per day for a(n) 8-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Railroad's Form of
Contractor's Right of Entry Agreement

Folder No.: 2822-81

UPRR Audit No.:

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2014, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

_____ (*Name of Contractor*)

a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by the City of Lodi ("City") to close and remove the existing Harney lane at-grade public road Crossing (DOT 752902F) at the Railroad's Mile Post 73.98 and construct the new Harney Lane grade-separated overpass public road crossing (DOT 440820L), at Railroad's Mile Post 73.97 on the Railroad's Fresno Subdivision at or near Lodi, San Joaquin County, California, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A** attached hereto and hereby made a part hereof, which work is the subject of a contract dated June 5, 2014, between the Railroad and City.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

FERNANDO P. AVILA MGR TRACK MNTCE (209) 471-5304 faperez@up.com
--

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until _____, unless sooner terminated as herein
(Expiration Date)

provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
UPRR Folder No.: 2822-81*

ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such

noncompliance.

ARTICLE 11 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
DAVID C. LAPLANTE
Senior Manager-Contracts

(Name of Contractor)

By _____
Printed Name: _____
Title: _____

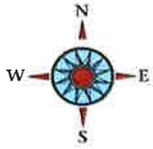
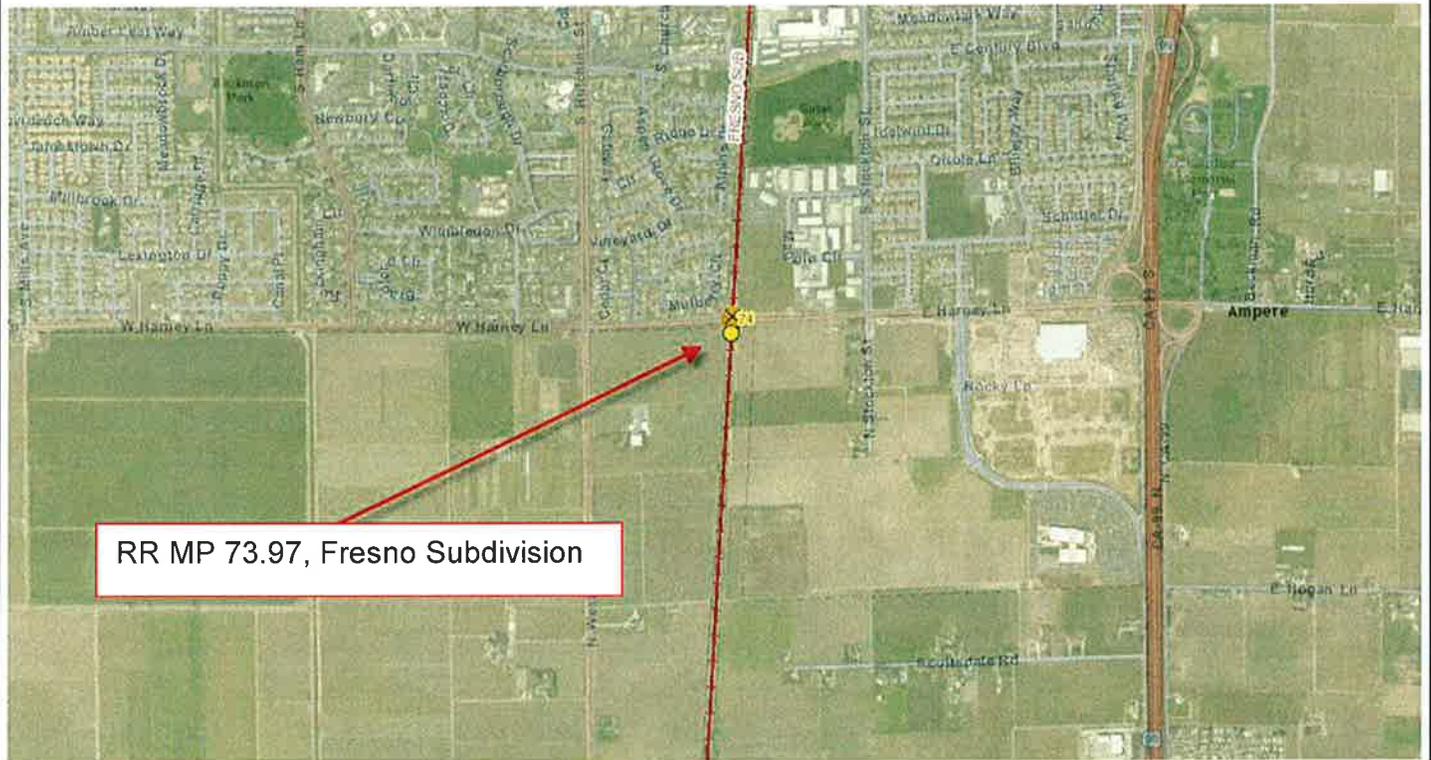


EXHIBIT A
RAILROAD LOCATION PRINT
ACCOMPANYING A
CONSTRUCTION AND MAINTENANCE AGREEMENT FOR NEW
HIGHWAY OVERPASS/CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT



RR MP 73.97, Fresno Subdivision

UNION PACIFIC RAILROAD COMPANY
FRESNO SUBDIVISION
RAILROAD MILE POST 73.97
LODI, SAN JOAQUIN COUNTY, CA.

To accompany a Construction and Maintenance Agreement with the
CITY OF LODI and its CONTRACTORS
Construction of new grade-separated overpass at Mile Post 73.97 (DOT
440820L) at existing at-grade crossing Mile Post 73.98 (DOT 752902F)
UPRR Folder No. 2822-81 Date: December 18, 2014

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF
ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE: 1-(800) 336-9193

EXHIBIT B

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

GENERAL TERMS & CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

- A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

Exhibit D, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

- E. UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

\$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

OTHER REQUIREMENTS

- G.** All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. CLOTHING

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- i. Waist-length shirts with sleeves.
- ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

- ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
- iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. EQUIPMENT

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. GENERAL SAFETY REQUIREMENTS

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
 - v. Before stepping over or crossing tracks, look in both directions first.
 - vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

EXHIBIT F

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Railroad's Form of Easement Deed

After Recording, Mail To:

Space Above Reserved for County Recorder's Use

UPRR Folder No.: 2822-81

EASEMENT DEED

THIS Easement Deed is made this _____ day of _____, 2015, between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Grantor"), and **CITY OF LODI**, a municipal corporation/political subdivision, ("Grantee").

Grantor for and in consideration of the sum of **EIGHTY NINE THOUSAND SIX HUNDRED DOLLARS (\$89,600.00)** to be paid by Grantee, the receipt whereof is hereby confessed and acknowledged, grants to Grantee, its successors and assigns, a **NONEXCLUSIVE AERIAL EASEMENT** as described in the Legal Description **Exhibit A-2(a)**, and a **NONEXCLUSIVE PUBLIC ROADWAY EASEMENT** ("Easement Areas") as described in the Legal Description **Exhibit A-2(b)**, both exhibits attached hereto and by reference made a part of this Easement Deed. These Easement Areas are granted for the sole purpose of constructing, using, maintaining, repairing, renewing, and reconstructing the new Harney Lane grade-separated public road crossing, which under **Exhibit A-2(b)** includes embankments in support of the new grade-separated public road crossing and maintenance roads to be used by both Grantor and Grantee, on or near Grantor's Mile Post 73.97 (DOT 440820L) on Grantor's Fresno Subdivision on, along and across the property in or near Lodi, San Joaquin County, California.

The Easement is granted for the purpose described above only. Without limitation of the foregoing, this grant does not include the right to install utilities of any nature, including, without limitation, fiber optic, cable television, electrical, gas or liquid distribution, or telephone lines.

Grantor, its successors and assigns, reserves the right to construct at any and all times and to maintain railroad tracks and appurtenances, fiber optic or signal lines and facilities, pipe, telephone, and electric pole and wire lines, over, under and across the Easement Area, but in such a way as to not interfere with Grantee's use of the Easement; it being understood that the rights so reserved by Grantor, its successors and assigns, are retained along with the general right of Grantor, its

successors and assigns, to use of the Easement Area for any purpose not inconsistent with Grantee's use of the Easement, including, but not limited to any and all general railroad purposes.

The Easement is granted subject to all outstanding leases, licenses and other outstanding rights, including, without limitation, those for pipe, telephone, electric and fiber optic lines and the right of renewals and extensions of the same, and subject also to all conditions, limitations, restrictions, encumbrances, reservations or interests of any person that may affect the Easement Area, whether recorded or unrecorded.

The Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied.

If Grantee, its successors or assigns, abandons the Easement Area or any portion of the Easement Area, for the purposes of the Easement, the Easement will cease and terminate with respect to the portion of the Easement Area so abandoned, and the title to the Easement Area will be freed from the burden of the Easement. Nonuse of the Easement Area or any portion thereof, for the purposes of the Easement for the period of one (1) year will be deemed an abandonment of the Easement Area or portion thereof not used.

Grantor and Grantee have caused this Easement Deed to be executed as of the date first herein written.

Attest:

UNION PACIFIC RAILROAD COMPANY

By _____

BEVERLY J. KUBAT
Assistant Secretary

By _____

DANIEL A. LEIS
General Director Real Estate

(Seal)

ACCEPTED:

CITY OF LODI

By _____

By _____

Printed
Name: _____

Title:

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On _____, 2015, before me, David C. LaPlante, Notary Public in and for said County and State, personally appeared Daniel A. Leis and Beverly J. Kubat who are the General Director Real Estate and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

David C. LaPlante
Notary Public in and for
the State of Nebraska

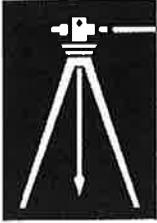
↑ (Affix Seal Here) ↑

My Commission Expires: September 18, 2017

EXHIBIT A-2 (a) and (b)

TO EASEMENT

LEGAL DESCRIPTION OF THE EASEMENT AREA



BAUMBACH & PIAZZA, INC.

CIVIL ENGINEERS • LAND SURVEYORS

www.bpengineers.net

323 W. Elm Street
Lodi, CA 95240-2003
Phone (209) 368-6618
Fax (209) 368-6610

Exhibit "A- 2(a)

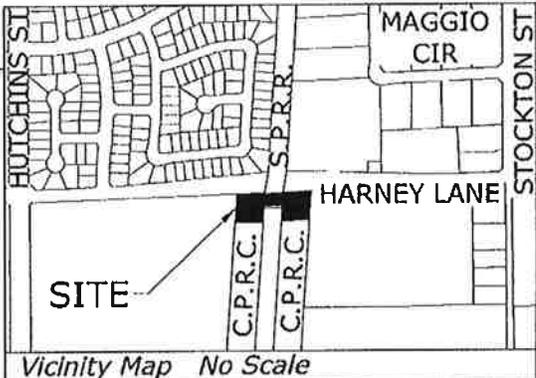
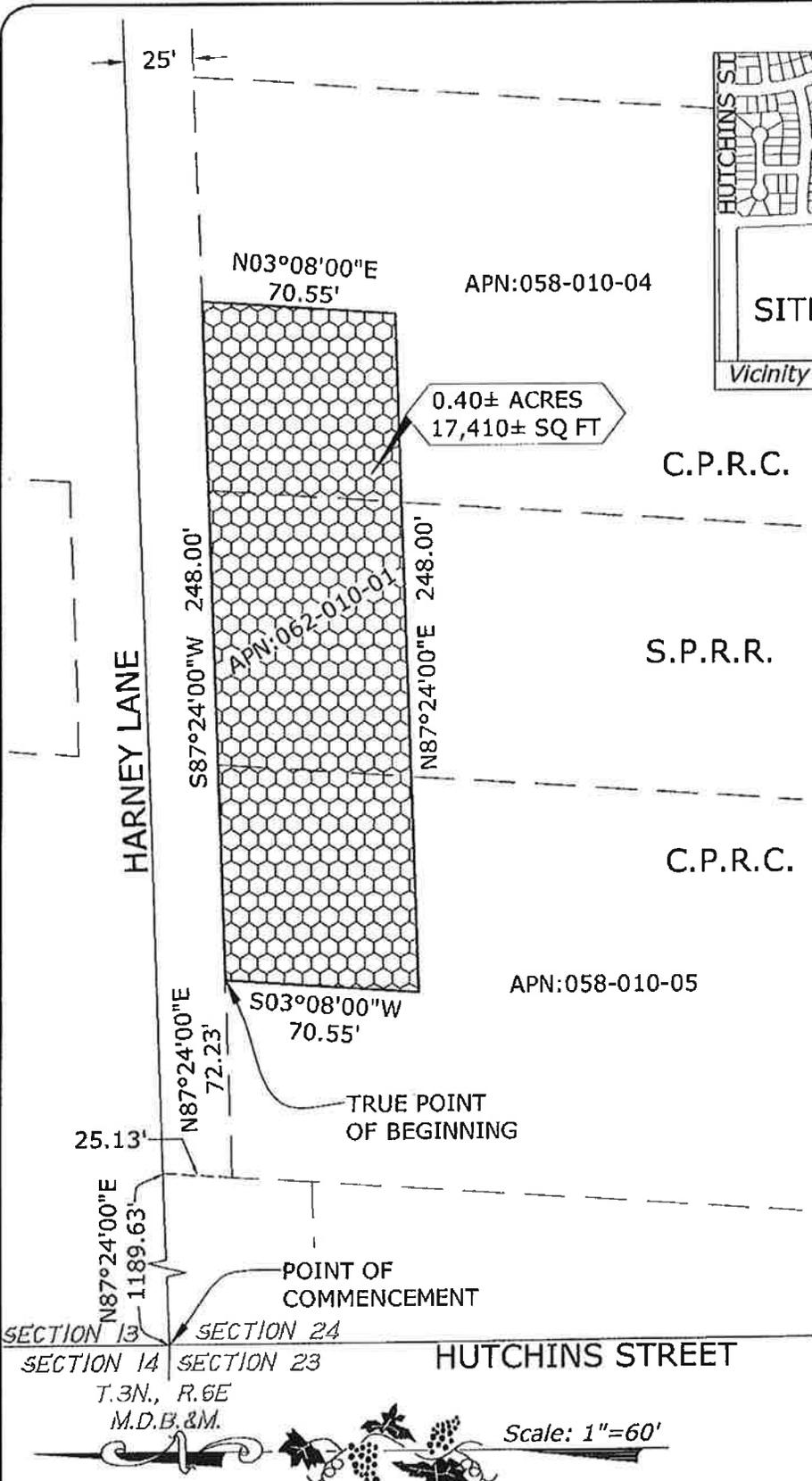
A portion of the Northwest Quarter of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Commencing at the northwest corner of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian as shown on Record of Survey, filed in Book 7 of Surveys at Page 308, San Joaquin County Records; thence along the north line of said Section 24 North 87°24'00" East, 1189.63 feet to the Westerly line of the Union Pacific Railroad (400 foot wide per Congressional Grant); thence along said Westerly line, South 03°08'00" West, 25.13 feet to the intersection of said Westerly line and the South line of Harney Lane; thence along said South line of Harney Lane, North 87°24'00" East, 72.23 feet to the TRUE POINT OF BEGINNING; thence South 03°08'00" West, 70.55 feet; thence North 87°24'00" East, 248.00 feet; thence North 03°08'00" East, 70.55 feet to said South line of Harney Lane; thence along said South line, South 87°24'00" West, 248.00 feet to the TRUE POINT OF BEGINNING.



11/11/14

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11-11-2014

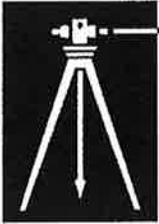
**HARNEY LANE
GRADE SEPARATION
RIGHT-OF-WAY EASEMENT**

PREPARED IN THE OFFICE OF:
BAUMBACH & PIAZZA, INC.



CIVIL ENGINEERS
323 WEST ELM STREET
LODI, CALIFORNIA 95240

THIS EXHIBIT HAS BEEN COMPILED FROM RECORDED DATA AND IS NOT BASED UPON A FIELD SURVEY
BASIS OF BEARINGS
 NORTH LINE OF NORTHWEST 1/4 SECTION 24, SHOWN ON RECORD OF SURVEY, FILED IN BOOK 7 OF SURVEYS AT PAGE 308 AS N87°24'00"E



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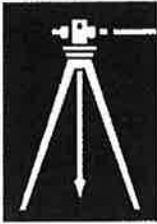
Exhibit "A" 2 (b)

A portion of the Northwest Quarter of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Commencing at the northwest corner of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian as shown on Record of Survey, filed in Book 7 of Surveys at Page 308, San Joaquin County Records; thence along the north line of said Section 24 North 87°24'00" East, 1189.63 feet to the Westerly line of the Union Pacific Railroad (400 foot wide per Congressional Grant); thence along said Westerly line, South 03°08'00" West, 25.13 feet to the intersection of said Westerly line and the South line of Harney Lane, and the True Point of Beginning; thence continue along said Westerly line, South 03°08'00" West, 157.11 feet; thence North 89°42'45" East, 150.27 feet to a line parallel with and lying 50 feet westerly from the centerline of said Union Pacific Railroad; thence along said last parallel line North 03°08'00" East, 92.66 feet; thence South 87°24'00" West, 78.52 feet; thence North 03°08'00" East, 70.55 feet to said South line of Harney Lane; thence South 87°24'00" West, 72.23 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH a portion of the Northwest Quarter of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Commencing at the northwest corner of Section 24, Township 3 North, Range 6 East, Mount Diablo Base and Meridian as shown on Record of Survey, filed in Book 7 of Surveys at Page 308, San Joaquin County Records; thence along the north line of said Section 24 North 87°24'00" East, 1189.63 feet to the Westerly line of the Union Pacific Railroad (400 foot wide per Congressional Grant); thence along said Westerly line, South 03°08'00" West, 25.13 feet to the intersection of said Westerly line and the South line of Harney Lane; thence continue along said Westerly line, South 03°08'00" West, 157.11 feet; thence North 89°42'45" East, 150.27 feet to a line parallel with and lying 50 feet westerly from the centerline of said Union Pacific Railroad; thence along said last parallel line North 03°08'00" East, 92.66 feet; thence North 87°24'00"



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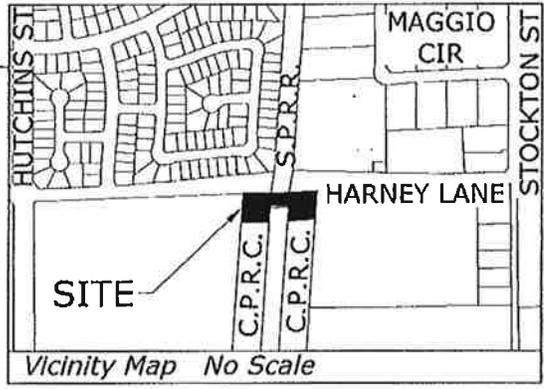
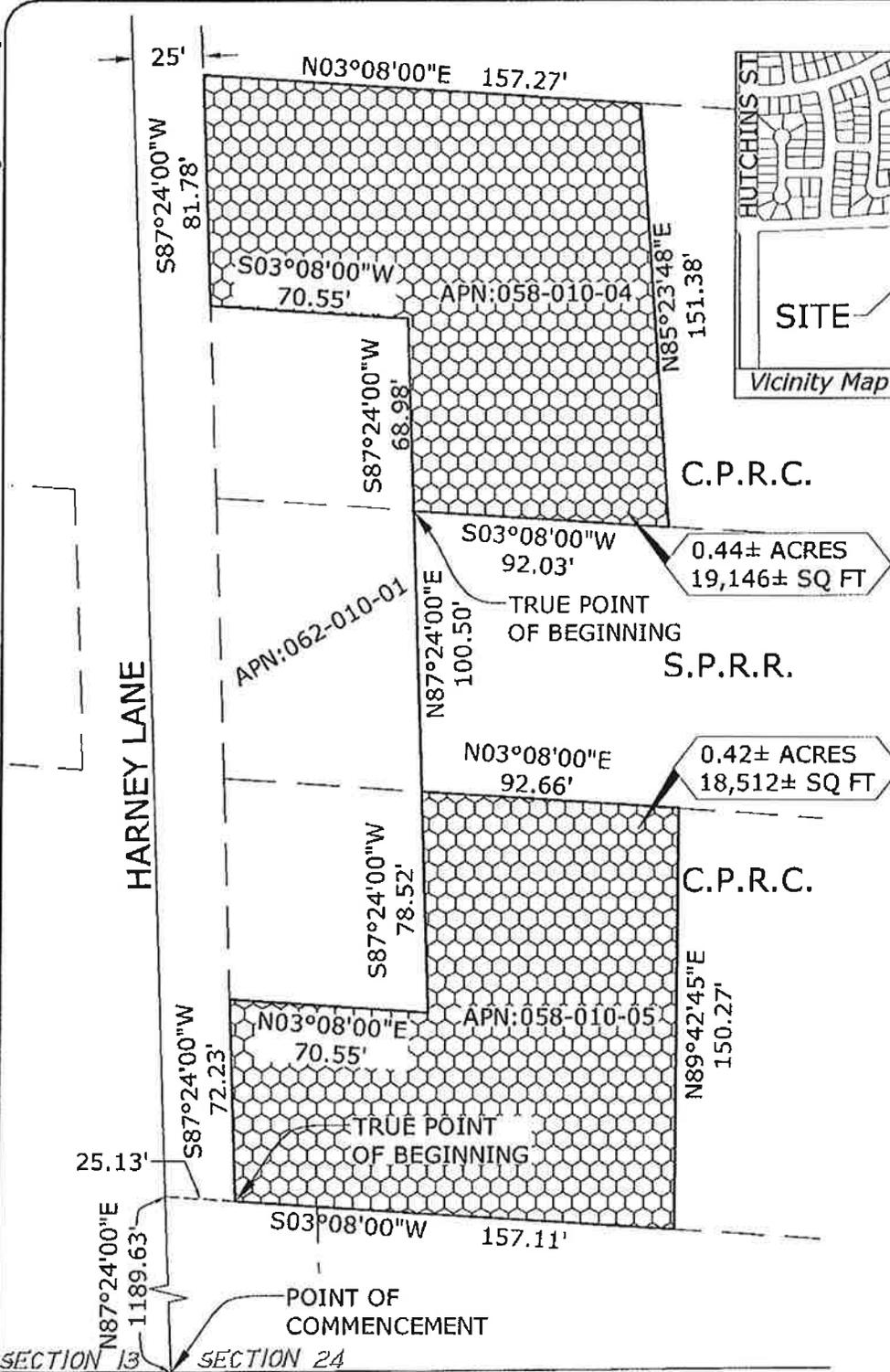
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323 W. Elm Street
Lodi, CA 95240-2003
Phone (209) 368-6618
Fax (209) 368-6610

East, 100.50 feet to a line parallel with and lying 50 easterly from the centerline of said Union Pacific Railroad, and the TRUE POINT OF BEGINNING; thence along said last parallel line South $03^{\circ}08'00''$ West, 92.03 feet; thence North $85^{\circ}23'48''$ East, 151.38 feet to the Easterly line of the Union Pacific Railroad (400 foot wide per Congressional Grant); thence along said Easterly line, North $03^{\circ}08'00''$ East, 157.27 feet to the South line of Harney Lane; thence South $87^{\circ}24'00''$ West, 81.78 feet along said South line; thence South $03^{\circ}08'00''$ West, 70.55 feet; thence South $87^{\circ}24'00''$ West, 68.98 feet to the TRUE POINT OF BEGINNING.



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C.P.R.C.

S.P.R.R.

C.P.R.C.

0.44± ACRES
19,146± SQ FT

0.42± ACRES
18,512± SQ FT



11-11-2014

HARNEY LANE
GRADE SEPARATION
RIGHT-OF-WAY EASEMENT

PREPARED IN THE OFFICE OF:
BAUMBACH & PIAZZA, INC.

CIVIL ENGINEERS
323 WEST ELM STREET
LODI, CALIFORNIA 95240



Scale: 1"=60'

THIS EXHIBIT HAS BEEN COMPILED FROM RECORDED DATA AND IS NOT BASED UPON A FIELD SURVEY

BASIS OF BEARINGS

NORTH LINE OF NORTHWEST 1/4 SECTION 24, SHOWN ON RECORD OF SURVEY, FILED IN BOOK 7 OF SURVEYS AT PAGE 308 AS N87°24'00"E

SECTION 13 SECTION 24
SECTION 14 SECTION 23
T.3N., R.6E
M.D.B.&M.

EXHIBIT G

To Public Highway Overpass Crossing
Agreement

Cover Sheet for the
Cost Estimate of the Theoretical Share to
Eliminate Existing Crossing

City of Lodi UPRR COST SHARE ESTIMATE (2-Lane Grade Separation)
City Project Number: D-157

***Prorated from 4-Lane Estimate**

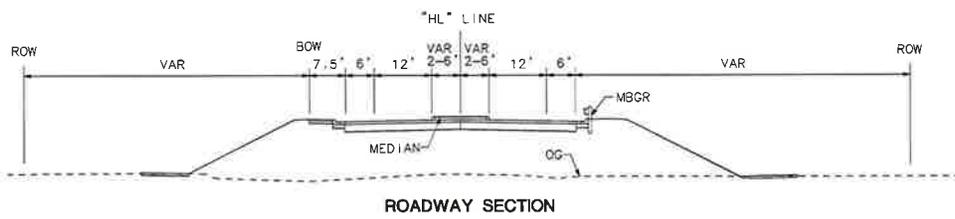
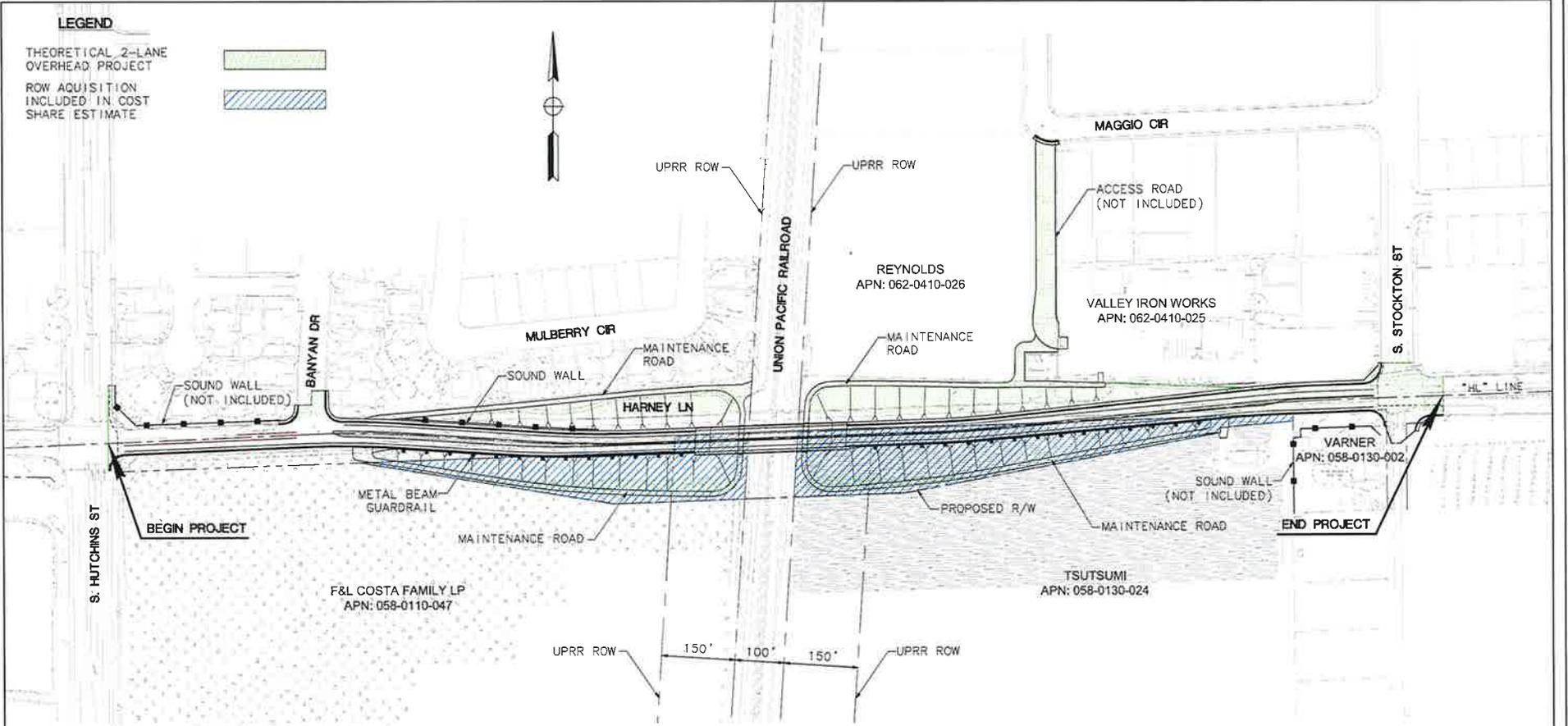
Item No.	Item Description	Unit	Quantity	Item Price	Total
<u>1. PRE CONSTRUCTION</u>					
1	Progress Schedule (Critical Path Method)	LS	1	\$5,000	\$5,000
2	Prepare Storm Water Pollution Prevention Plan	LS	1	\$10,000	\$10,000
3	Mobilization	LS	1	\$650,000	\$650,000
				SUBTOTAL	\$665,000
<u>2. TRAFFIC CONTROL, WATER POLLUTION CONTROL, AND DEMOLITION</u>					
4	Temporary Water Pollution Control	LS	1	\$200,000	\$200,000
5	Construction Site Management*	LS	1	\$25,000	\$25,000
6	Construction Area Signs*	LS	1	\$15,000	\$15,000
7	Street Sweeping*	LS	1	\$5,000	\$5,000
8	Concrete Washout*	LS	1	\$8,000	\$8,000
9	Clearing and Grubbing*	LS	1	\$40,000	\$40,000
10	Temporary MSE Wall	SF	25,500	\$15	\$382,500
11	Remove Culvert	LF	650	\$20	\$13,000
12	Remove Drainage Inlet	EA	5	\$750	\$3,750
13	Relocate Fire Hydrant	EA	1	\$2,500	\$2,500
14	Remove Base and Surfacing	CY	130	\$16	\$2,080
15	Adjust Manhole to Grade	EA	1	\$2,500	\$2,500
16	Adjust Utility Cover to Grade	EA	18	\$500	\$9,000
17	Remove Tree	EA	140	\$1,000	\$140,000
				SUBTOTAL	\$848,330
<u>3. ROADWAY AND DRAINAGE IMPROVEMENTS</u>					
18	Roadway Excavation	CY	3,070	\$20	\$61,400
19	Imported Borrow	CY	110,000	\$18	\$1,980,000
20	Aggregate Base (Class 2)	CY	8,520	\$35	\$298,200
21	Hot Mix Asphalt (Type A)	TN	4,920	\$90	\$442,800
22	Relocate Roadside Sign	EA	7	\$200	\$1,400
23	Roadside Sign - One Post	EA	7	\$200	\$1,400
24	Furnish Single Sheet Aluminum Sign (0.063" - Unframed)	SF	50	\$12	\$600
25	Install Sign (Strap And Saddle Bracket Method)	EA	18	\$100	\$1,800
26	10" Plastic Pipe (DR14) (Water Line)	LF	260	\$50	\$13,000
27	12" Plastic Pipe	LF	650	\$45	\$29,250

Item No.	Item Description	Unit	Quantity	Item Price	Total
28	18" Plastic Pipe	LF	1,530	\$60	\$91,800
29	6" Gate Valve	EA	1	\$1,500	\$1,500
30	4" Blow-off Valve	EA	1	\$1,000	\$1,000
31	12" Reinforced Concrete Pipe	LF	140	\$80	\$11,200
32	18" Reinforced Concrete Pipe	LF	80	\$90	\$7,200
33	12" Concrete Flared End Section	EA	4	\$500	\$2,000
34	18" Concrete Flared End Section	EA	4	\$750	\$3,000
35	Drainage Inlet - Type GO	EA	17	\$2,500	\$42,500
36	Drainage Inlet - Type G1	EA	1	\$2,500	\$2,500
37	Fire Hydrant	EA	1	\$2,500	\$2,500
38	48" Manhole (Std Plan 301)	EA	9	\$5,000	\$45,000
39	Rock Slope Protection (Facing, Method B)	LS	1	\$3,000	\$3,000
40	Rock Slope Protection Fabric	LS	1	\$500	\$500
41	Minor Concrete (Backfill)	CY	12	\$80	\$960
42	Minor Concrete - Median Curb Type "4"	LF	3,650	\$18	\$65,700
43	Minor Concrete - Vertical Curb & Gutter (Std Plan 112)	LF	4,720	\$25	\$118,000
44	Minor Concrete - Concrete Sidewalk	SF	10,500	\$4	\$42,000
45	Minor Concrete - Commercial Driveway (Std Plan 114)	SF	2,100	\$15	\$31,500
46	Minor Concrete - Stamped Concrete	SF	9,500	\$10	\$95,000
47	Minor Concrete (Curb Ramp)	EA	6	\$2,000	\$12,000
48	Pavement Reinforcing Fabric	SY	4,100	\$2	\$8,200
49	Place Hot Mix Asphalt Dike (Type E)	LF	250	\$3	\$750
50	Pipe Gate	EA	3	\$1,000	\$3,000
51	Metal Beam Guard Rail	LF	1,400	\$20	\$28,000
52	Chain Link Fence (Type CL-6)	LF	2,160	\$12	\$25,920
53	Chain Link Gate	EA	5	\$2,500	\$12,500
54	Object Marker (Type K-1)	EA	2	\$40	\$80
55	Pedestrian Barricade	EA	4	\$1,000	\$4,000
56	Thermoplastic Traffic Stripe	LF	6,000	\$1.00	\$6,000
57	Thermoplastic Pavement Marking	SF	500	\$5	\$2,500
				SUBTOTAL	\$3,499,660
	4. STRUCTURES ITEMS				
58	Overhead Structure (Theoretical 2-Lane Structure)	SF	12,772	\$170	\$2,171,240
				SUBTOTAL	\$2,171,240
	6. PERMITTING & MITIGATION FEES				
59	SICOG Air Quality Permit	LS	1	\$20,000	\$20,000
				SUBTOTAL	\$20,000

Item No.	Item Description	Unit	Quantity	Item Price	Total
	<u>7. RIGHT OF WAY ACQUISITION</u>				
60	Partial Acquisition - Costa Property	SF	58,463	\$2	\$116,926
61	Partial Acquisition - Tsutsumi Property	SF	84,721	\$2	\$169,442
62	Partial Acquisition - Varner Property	SF	3,412	\$3	\$10,236
63	Partial Acquisition - Reynolds Property	SF	0	\$4	\$0
				SUBTOTAL	\$296,604
	<u>8. DESIGN COSTS</u>				
64	Consultant Costs	LS	1	\$950,000	\$950,000
				SUBTOTAL	\$950,000
				Project Cost Total	\$8,450,834
				Railroad Share (5%)	\$422,541.70

LEGEND

THEORETICAL 2-LANE OVERHEAD PROJECT
 ROW ACQUISITION INCLUDED IN COST SHARE ESTIMATE



**HARNEY LANE/UPRR GRADE SEPERATION
 UPRR COST SHARING ESTIMATE EXHIBIT
 M.P.101.1 STOCKTON SUBDIVISION**

DRAWN BY: JE
 CKD BY: PV
 DATE: 5/15/14
 SCALE: 1" = 200'



RESOLUTION NO. 2015-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE THE PUBLIC HIGHWAY OVERPASS CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY FOR HARNEY LANE GRADE SEPARATION RIGHT-OF-WAY ACQUISITION AND FURTHER APPROPRIATING FUNDS

WHEREAS, the Harney Lane/Union Pacific Railroad (UPRR) Grade Separation is an overpass bridge structure being developed as part of the City's future plan to widen Harney Lane from two lanes to four lanes between the western limits at Lower Sacramento Road to the State Route 99 interchange; and

WHEREAS, the Public Highway Overpass Crossing Agreement addresses the following elements of the Grade Separation Project:

1. Grant of an easement by UPRR to the City and payment by the City to UPRR, in the amount of \$89,600, for the easement.
2. UPRR share of the project construction cost and reimbursement to the City up to \$422,541.70.
3. Grant of access by UPRR to its property to the construction contractor and others.
4. Contractor's obligation to pay for work performed by UPRR during construction estimated to be \$243,100.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Public Highway Overpass Crossing Agreement with Union Pacific Railroad Company; and

BE IT FURTHER RESOLVED that funds in the amount of \$89,600 be appropriated from the Regional Transportation Fees for this project.

Dated: March 4, 2015

I hereby certify that Resolution No. 2015-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 4, 2015 by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing Destruction of Certain Citywide Records in Accordance with the Government Code and the City's Records Management Policy

MEETING DATE: March 4, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Adopt resolution authorizing the destruction of certain Citywide records in accordance with the Government Code and the City's Records Management Policy.

BACKGROUND INFORMATION: Section 34090 of the California Government Code provides for the destruction of certain City records with the approval of the legislative body by resolution and the written consent of the City Attorney. The City Clerk's office coordinated and compiled a listing of citywide records to be destroyed from the various departments pursuant to the City's Records Management Program and Policy (2007), which specifically provides for the annual destruction of said records in accordance with the Secretary of State's Records Retention Guidelines.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY
COUNCIL AUTHORIZING DESTRUCTION
OF CERTAIN CITYWIDE RECORDS

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WHEREAS, in accordance with Government Code Section 34090, the City Clerk and City Attorney have filed written consent to the destruction of certain Citywide records as specifically set forth in the attached inventory marked as Exhibit A, and thereby made a part hereof.

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

1. The records heretofore identified are no longer required.
2. The Lodi City Council finds that the City Clerk and City Attorney have given written consent to the destruction of the records inventoried on Exhibit A attached hereto and the destruction of those records is hereby authorized.

Dated: March 4, 2015

=====

I hereby certify that Resolution No. 2015-____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 4, 2015, by the following vote:

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

JENNIFER M. FERRAILOLO
City Clerk

AUTHORITY TO DESTROY OBSOLETE RECORDS

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department: City Clerk	Date: 1/31/2015	Total No. of Pages: Unknown	Proposed Destruction Date: 3/31/2015
Division: Elections and Operations	Prepared By: Jennifer Ferraiolo		Signature: <i>Jennifer M. Ferraiolo</i>
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
<u>OPERATIONS:</u>			
City Clerk/City Council Calendars <i>(GC 34090 et seq. - 2 years)</i>	2012 and prior	All records listed are currently stored in the City Clerk's Office and/or vaults.	Not Applicable
City Clerk/City Council Travel <i>(GC 34090 et seq. - 2 years)</i>	2012 and prior		
City Clerk/City Council Departmental Budget Copies <i>(GC 34090 et seq. - 2 years)</i>	2012 and prior		
City Clerk/City Council General Correspondence <i>(GC 34090 et seq. - 2 years)</i>	2012 and prior		
City Council Regular / Special Meeting Packets <i>(Available in e-Records) (GC 34090 et seq. - 2 years)</i>	2012 and prior		
Shirtsleeve Session Meeting Packets <i>(Available in e-Records) (GC 34090 et seq. - 2 years)</i>	2012 and prior		
Regular/Special/Shirtsleeve Session Meeting Recording Audio/Video <i>(GC 34090.7 - Current + 3 months)</i>	2013 and prior		
Hardcopy Closed Session Minutes <i>(GC 34090, 34090.5 - 2 years) (Closed Session Minutes Kept Permanently Electronically)</i>	2012 and prior		
Board, Committee, Commission Applications and Correspondence - Selected <i>(GC 34090, 40801 - 5 years)</i>	2009 and prior		
Board, Committee, Commission Applications and Correspondence - Not Selected <i>(GC 34090 - 2 years)</i>	2012 and prior		
Legal Advertising/Proof of Publications <i>(CCP 343, 349 et seq., GC 911.2, 34090 - 4 years)</i>	2010 and prior		

Attachment A - Form 4 (Authority to Destroy Records)

*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.

City of Lodi

Petitions to Legislative Body (GC 6253, 50115 – 1 year)	2013 and prior		
Public Hearing Notices (GC 34090 – 2 years)	2012 and prior		
Public Records Act Requests (GC 34090 – 2 years)	2012 and prior		
Protests from City Council Public Hearings – Water / Wastewater / Electric Utility Rates (GC 34090 – 2 years)	2012 and prior		
Protests from City Council Public Hearings – All Other (GC 34090 – 2 years)	2012 and prior		
Taxicab/Pedicab Permits (Autos for Hire) (GC 34090 – Termination + 4 years)	2010 and prior		
Weed Abatement Files (GC 34090 – 2 years)	2012 and prior		
<u>ELECTIONS:</u>			
Election Calendars (GC 34090 – Election + 2 years)	2012 and prior		
Certificates of Election (GC 34090 – Election + 2 years)	2012 and prior		
Nomination Papers – Elected and Non-Elected (EC 17100 – Term + 4 years)	2008 and prior		
Notices and Publications (GC 34090 – Election + 2 years)	2011 and prior		
Oaths of Office (GC 34090, 29 USC 1113 – Term + 6 years)	2006 and prior		
Petitions – Initiatives, Recalls, Referendums (EC 14700, 17200, 17400, GC 7253.5, 3756.8 – Election + 8 months)	2013 and prior		
Candidate Statements (GC 34090 – Election + 2 years)	2011 and prior		
<u>FPPC:</u>			
Form 460 - Campaign Disclosure Statements, Non-Elected (GC 81009 – Current + 7 years, Elected-Permanent)	2007 and prior		
Form 460 – Campaign Disclosure Statements, Committees (GC 81009 – Current + 7 years)	2007 and prior		
Form 700 - Statements of Economic Interest – Administration/Employees (FPPC Opinions – Current + 7 years)	2007 and prior		
Form 700 - Statements of Economic Interest – Elected (GC 81009 – Current + 7 years)	2007 and prior		
Form 700 - Statements of Economic Interest – Non-Elected (GC 81009 – Current + 7 years)	2007 and prior		
Form 801 – Gifts to Agency (GC 81009 – Current + 7 years)	2007 and prior		

Attachment A – Form 4 (Authority to Destroy Records)

*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.

City of Lodi

Form 802 – Ticket Distribution (GC 81009 – Current + 7 years)	2007 and prior		
Form 803 – Behested Payment (GC 81009 – Current + 7 years)	2007 and prior		
Form 806 – Appointments (GC 81009 – Current + 7 years)	2007 and prior		
All Forms Not Specified Above - Elected and Non-Elected (GC 81009 – Current + 7 years)	2007 and prior		

Department Head: Jennifer M. Ferraiolo

Date: 1/27/15

City Clerk: Jennifer M. Ferraiolo

Date: 1/30/15

Consent is hereby given to destroy the above-listed records:

*City Attorney: [Signature]

Date: 2/11/2015

Destruction Completed By: _____

Printed Name	Signature	Date
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City of Lodi

AUTHORITY TO DESTROY OBSOLETE RECORDS

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department: Internal Services	Date: 1/26/15	Total No. of Pages:	Proposed Destruction Date: TBD
Division: Finance/Accounting	Prepared By: Nancy Spinelli	Signature: <i>Nancy Spinelli</i>	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Next Step/Leave Balance	2012-2013	Storage Room	
Payroll Edit Registers	"	"	
Payroll Voucher Detail	"	"	
Payroll Check Registers	"	"	
Wage Attachment Report	"	"	
Daily Timecards	2008-2009	"	
Overtime Cards	2008-2009	"	
Accounts Payable Final Post	2012-2013	Basement	
Accounts Payable Payment Register	2012-2013	"	
Accounts Payable Payment Group	2012-2013	"	
Accounts Payable Cash Requirements	2012-2013	"	
Accounts Payable Posting Edit	2012-2013	"	
Accounts Payable Edit Report	2012-2013	"	
Collectors Daily Reports	2012-2013	Storage Room	
Misc Journal Entries	2009-2010	"	
Wire Transfers	2010-2011	"	
F&M Main Bank Statements	2008-2009	"	
F&M Payroll Bank Statements	2008-2009	"	
Unclaimed Property Records	2008-2009	"	
DB Claims Bank Reconciliation	2008-2009	"	
GB Bragg Activity & Bank Reconciliation	2008-2009	"	

City of Lodi

Department Head: [Signature] Date: 1/27/15

City Clerk: Jennifer M. Terrais Date: 1/30/15

Consent is hereby given to destroy the above-listed records:

*City Attorney: [Signature] Date: 2/11/2015

Destruction Completed By:

Printed Name	Signature	Date
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City of Lodi

AUTHORITY TO DESTROY OBSOLETE RECORDS

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department: Public Works	Date: 1/8/15	Total No. of Pages: 17	Proposed Destruction Date: 3/31/15
Division: Administration/Engineering	Prepared By: Shawna Hosie	Signature: <i>Shawna Hosie</i>	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Special Allocations FY 08/09	3/1/2011	City Hall	1
Special Allocations FY 07/08	12/1/2010	City Hall	1
Special Allocations FY 06/07	12/1/2010	City Hall	1
Special Allocations FY 05/06	9/1/2009	City Hall	1
Special Allocations FY 04/05	1/1/2009	City Hall	1
Special Allocations FY 03/04	12/1/2006	City Hall	1
Special Allocations FY 02/03	12/1/2006	City Hall	1
Business Expense Reports and Claim Vouchers (2007-2008)	1/9/2014	City Hall	1
Business Expense Reports and Claim Vouchers (2005-2006)	1/9/2014	City Hall	1
Business Expense Reports and Claim Vouchers (2003 - 2004) Structure	1/9/2014	City Hall	1
Cellular Phone Bills (2006-2007)	12/10/2014	City Hall	1
Claims (2005-2006)	1/15/2014	City Hall	1
Janitorial Services	1979-2003	City Hall	1
2010 Janitorial Services for City Facilities (Correspondence & Specs)	4/10-8/10	City Hall	1
Janitorial Services for City Facilities (2004-2009)	2004-2009	City Hall	1
Janitorial Services for City Facilities (Discontinued Services & Specs)	2004-2009	City Hall	1
Transit Operations Contract #4	1/1/2012	City Hall	2
Debenedetti Park (G-Basin) Storm Drain Improvement (2009 / 2010	City Hall	4
Debenedetti Park (G-Basin) Storm Drain Improvement (Certified Payroll)	2009 / 2010	City Hall	4
Out of State Travel Authorizations	6/01-8/10	City Hall	5
Incident Reports	10/88-4/09	City Hall	5
Worker Injury Reports	2000-2003	City Hall	5
Safety Council	6/24/2005	City Hall	5
Education/Training	2002-2006	City Hall	5

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

Hearing Tests	1990-2002	City Hall	5
CalWorks	6/21/2005	City Hall	5
National Automotive Service Professionals Week Proclamation	6/06-6/11	City Hall	6
MSC Miscellaneous Bids (File #1)	1996-2006	City Hall	6
MSC Miscellaneous Bids (File #2)	2007-2009	City Hall	6
Administration – Miscellaneous	8/78-7/05	City Hall	6
Internet Web Page	6/18/2005	City Hall	6
Highway Advisory Radio	7/98-8/02	City Hall	6
Fees, Miscellaneous	12/89-6/09	City Hall	6
Energy Emergency Information	4/95-8/96	City Hall	6
Electric Rates	6/23/2005	City Hall	6
GASB 34 (Government Accounting Standards Board)	11/99-8/06	City Hall	6
Sidewalk Policy	4/95-4/08	City Hall	6
General Personnel Information	1994-2012	City Hall	6
Contract Documents	2/82-4/02	City Hall	6
Resolutions	5/73-8/01	City Hall	6
Safety, General	8/89-4/07	City Hall	6
Re-Inspection Fees	6/22/2005	City Hall	7
Radiation Detection	8/09-7/10	City Hall	7
Tuition Reimbursement Program	2/75-12/05	City Hall	7
Safety Glasses – Requests	2/73-9/08	City Hall	7
Personnel – Miscellaneous	1995-2005	City Hall	7
Sidewalk Reimbursement Agreements	2007-2008	City Hall	7
Business Expense Reports & Petty Cash Vouchers	2009-2010	City Hall	7
Special Allocations FY10/11	7/10-4/11	City Hall	7
Special Allocations FY 09/10	8/09-6/10	City Hall	7
Operating Budget	2005-2006	City Hall	7
Operating Budget	2003-2005	City Hall	7
Operating Budget	2006-2007	City Hall	7
Finance – Miscellaneous	1/68-2/02	City Hall	7
Capital Improvement Budget Requests	2001-2003	City Hall	7
Lapel Pins/Patches	12/89-2/93	City Hall	7
Compressed Natural Gas (CNG) Fuel	10/97-5/98	City Hall	7
IKON Copiers & Printers	2007-2012	City Hall	7
Equipment – Miscellaneous	1994-2009	City Hall	8
First Aid Supplies	7/3/2005	City Hall	8
Coffee System Equipment/Vending Machine – City Hall Lounge	6/96-10/12	City Hall	8
Calif., State of, Water Resources Dept. – Levee Hazards	1983-1998	City Hall	8
Calif., State of, Dept. of Public Health	5/78-4/08	City Hall	8
Calif., State of, Dept. of Transportation – State Encroachment Permits	2/80-10/02	City Hall	8

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

Calif., State of, Dept. of Transportation – STP/CMAQ	7/94-6/00	City Hall	8
Calif., State of, Dept. of Transportation – ISTEPA	5/92-6/99	City Hall	8
Calif., State of, Dept. of Transportation – HES Program	8/93-12/99	City Hall	8
Calif., State of, Local Assistance for Matching Federal Funds	8/78-1/02	City Hall	8
Central Valley Wastewater Managers Association	6/20/2005	City Hall	8
Calif., State of, Dept. of Water Resources – Drought Advisory Planning Panel	6/22/2005	City Hall	8
Calif., State of, Dept. of Transportation – Transit Capital Improvement Program	6/17/2005	City Hall	8
Calif., State of, Public Utilities Commission	1997-2002	City Hall	8
Calif., State of, Park & Ride	1993-2004	City Hall	8
Calif., State of, Dept. of Toxic Substances Control (712 S. Sacramento Street)	2/08-8/09	City Hall	8
California Air Resources Board	4/04-5/07	City Hall	8
CAD Committee	6/23/2005	City Hall	8
Business Improvement Area (Downtown)	6/19/2005	City Hall	8
A – Miscellaneous (General)	1/93-8/03	City Hall	8
APWA – Sacramento Chapter – Workshops & Training	3/81-3/04	City Hall	8
Claims – File #2	2011-2012	City Hall	8
Cellular Phone Bills	2012-2013	City Hall	9
SBC (Formerly Pacific Bell)	8/77-3/06	City Hall	9
San Joaquin County Flood Control & Water Conservation District Advisory Water Committee	1996-2009	City Hall	9
SJCOG TDA	2004-2007	City Hall	9
SJCOG TIP Miscellaneous (CLMAQ-STP)	2/92-6/00	City Hall	9
SJCOG TDA Transportation Planning Tech & Policy Items	1998-2004	City Hall	9
SJCOG Regional Transportation Improvement Program (RTIP/FTIP)	1996-2006	City Hall	9
SJCOG Regional Transportation Improvement Program (RTIP/FTIP)	1991-1995	City Hall	10
SJCOG Measure K (Transportation Sales Tax)	2/94-6/08	City Hall	10
P – Miscellaneous (General)	6/23/2005	City Hall	10
Pacific Coast Producers	5/99-10/06	City Hall	10
Pacific Gas & Electric Company	3/68-9/02	City Hall	10
O – Miscellaneous (General)	6/28/2005	City Hall	10
M – Miscellaneous (General)	6/10/2005	City Hall	10
Mokelumne River Association	10/88-11/07	City Hall	10
L – Miscellaneous (General)	1996-1999	City Hall	10
Lodi Unified School District (Lincoln School Site)	2/98-5/99	City Hall	10
H – Miscellaneous (General)	11/82-10/98	City Hall	10
General Mills	11/88-11/07	City Hall	10
G – Miscellaneous (General)	6/12/2005	City Hall	10
F – Miscellaneous (General)	6/15/2005	City Hall	10

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

East Bay Municipal Utility District	12/88-12/07	City Hall	10
D – Miscellaneous (General)	3/79-9/91	City Hall	10
Downtown Lodi Business Partnership	5/89-12/06	City Hall	10
Delta College (North County Campus)	12/05-10/08	City Hall	10
C – Miscellaneous (General)	11/92-2/93	City Hall	10
Central Valley Resources Agency (CVRA)	7/07-8/07	City Hall	10
Central California Traction Company	1/73-9/00	City Hall	10
San Joaquin County Public Works Department – Regional Traffic Impact Fees	7/92-5/00	City Hall	10
WSWPCF Permit 2001	2000-2002	City Hall	10
WSWPCF Permit 2007	6/29/2005	City Hall	10
WSWPCF – Tax Review & APN Info	4/72-1/03	City Hall	11
WSWPCF Multi-Use Complex	5/94-3/01	City Hall	11
WSWPCF Permit 2002-2006	2002-2006	City Hall	11
Real Estate Comparables	1997-1998	City Hall	11
Pest Control/Pigeons	2/98-9/07	City Hall	11
Parks & Recreation Dept. Corporation Yard	7/87-2/93	City Hall	11
North West Area Substation Site	2005	City Hall	11
Municipal Service Center CNG Inspection & Compliance Audit	6/28/2005	City Hall	11
Main Street Fire House	4/91-6/95	City Hall	11
Lodi Lake Park Water Study	8/70-11/73	City Hall	11
Lodi Lake Master Plan	12/86-8/00	City Hall	11
Hutchins Street Square Certificates of Purchase	10/95-8/96	City Hall	11
Hutchins Street Square	11/77-7/03	City Hall	11
Guild Avenue, 600 South	5/00-4/02	City Hall	11
Government Center Master Plan	9/67-7/92	City Hall	11
Fire Station #4 Mold Remediation (180 N. Lower Sacramento Road)	6/30/2005	City Hall	11
Fences	4/91-3/03	City Hall	11
Elevator Services/Contracts/Specs	11/04-10/09	City Hall	11
Downtown Parking Lots	8/82-1/02	City Hall	11
City Parcels APN Mergers	6/02-3/03	City Hall	11
Church Street, 1775 South	4/91-10/97	City Hall	11
Carnegie Forum (Formerly Carnegie Library)	9/79-3/00	City Hall	11
Century Meadows 1 (Unit 1) Lewis Homes	3/92-10/96	City Hall	11
Bridgetowne, Unit No. 4 (99S001)	2/99-4/01	City Hall	11
Bridgetowne, Unit No. 3	4/98-7/03	City Hall	11
Bridgetowne, Unit No. 2, Fred Baker	3/97-6/00	City Hall	12
Bridgetowne, Unit No. 1, Fred Baker	6/95-6/99	City Hall	12
Beckman Property (00S002)	9/00-1/01	City Hall	12
Bangs Ranch, Unit No. 3	3/98-1/99	City Hall	12

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

Bangs Ranch, Unit No. 2, Bangs Ranch LP	8/97-3/98	City Hall	12
Arcadia Place	8/01-1/03	City Hall	12
Almondwood Estates	7/01-12/05	City Hall	12
Almond North Project	8/03-3/05	City Hall	12
Vintner's Square Residential	6/26/2005	City Hall	12
Vintner's Square Apartments	6/20/2005	City Hall	12
Victor War Games, Inc.	3/89-9/93	City Hall	12
Tokay Street, 2 East	7/08-5/11	City Hall	12
Thurman Street, 1250 East (Arkey Industries)	4/87-1/02	City Hall	12
Thurman Street, 1150 East (Sweetner Products Company)	7/96-3/98	City Hall	12
Tienda Drive, 2248 (Lodi Community School)	3/02-8/04	City Hall	12
Southwest Lodi Elementary School Site	6/24/2005	City Hall	12
Sacramento Street, 312 & 316 South (Jim Munro's Project)	5/03-4/04	City Hall	12
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Pacific Avenue (Lakewood Mall Expansion) – Stone Brothers	9/86-7/95	City Hall	12
Millswood School (LUSD)	1/01-7/03	City Hall	12
Lodi Town Plaza (Target) 2309-2415 W. Kettleman Lane/Tienda Drive	10/92-6/04	City Hall	12
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Lodi Avenue, 530 West (Lucky Store #301) American Stores Properties Inc.	1/95-7/96	City Hall	12
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Kettleman Lane, 301 West (Prime Shine Express)	5/00-4/01	City Hall	13
Hardaway Road, 6665 East	6/25/2005	City Hall	13
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Cherokee Lane, 901 South (Riverbend Motors – Richard Galantine)	5/95-12/97	City Hall	13
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Century & Stockton Street (Geweke Properties)	8/85-8/00	City Hall	13
Beckman Road – Canal/Pipeline	7/00-11/02	City Hall	13
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Sidewalk Replacement – Replacement of Damaged Sidewalk (FY 95/96)	6/95-6/96	City Hall	13
Sidewalk Replacement – Replacement of Damaged Sidewalk (FY 96/97)	6/96-7/97	City Hall	14
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Cherokee Lane Beautification	6/65-6/99	City Hall	14
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Beckman Road Specific Plan	10/77-4/78	City Hall	14
22/24 South Sacramento Street (Lodi Station/Lodi Greyhound)	12/99-5/05	City Hall	14
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WSWPCF Permit 2000	12/99-11/00	City Hall	14
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WSWPCF Groundwater Evaluation (Saracino-Kirby, Inc.)	1/00-12/02	City Hall	15
WSWPCF Groundwater Investigation	10/07-1/08	City Hall	15
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Central Valley Regional Water Quality Control Board – Low Threat Discharges	5/00-7/00	City Hall	15
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WSWPCF Expansion Studies – 1984	7/84-4/87	City Hall	15
Trunk Sewer Corrosion Evaluation (Camp Dresser & McKee)	2/98-6/05	City Hall	15
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Elm Street Storm Drain (Lee Avenue to Hutchins Street)	6/26/2005	City Hall	16
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Stormwater Discharge Regulations	6/90-1/08	City Hall	16
Stormwater NPDES Phase II Application	1/01-9/05	City Hall	16
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Lockeford Street	9/70-11/01	City Hall	16
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Kettleman Lane	7/77-6/03	City Hall	16
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I – Street	7/64-5/87	City Hall	16
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Century Meadows III, Unit 5 (Pacific Valley Housing Corp)	2/97-9/07	City Hall	18

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Johnson Ranch Unit 3 (Hal Porter Homes)	11/95-1/97	City Hall	18
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Hutchins Place (02S002)	3/02-1/05	City Hall	18
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Lodi West Unit No. 7 (99S002)	8/98-8/01	City Hall	18
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Mokelumne River Water Supply Study	6/89-1/90	City Hall	19
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Century Meadows I, Unit 3	12/02-2/08	City Hall	27
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Mills Avenue Single Family Homes Unit No. 2, Tract No. 3499	7/05-12/05	City Hall	28
Mills Avenue Townhomes, 1441 South Mills Avenue	8/03-8/05	City Hall	28
Tienda Place, Unit 1	10/01-2/04	City Hall	28
Tienda Place, Unit 2	8/02-12/03	City Hall	28
The Villas (Formerly Known as Neuschaeffer & Miller Properties)	1/03-12/04	City Hall	28
Thayer Ranch (Jeff Kirst)	6/95-1/06	City Hall	28
Woodlake Meadow, 1150 North Lower Sacramento Road	4/04-11/05	City Hall	28

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

Woodhaven Park, Unit 3	5/02-1/06	City Hall	28
Woodhaven Park, Unit 2 (Galwood Associates, LP)	10/95-11/03	City Hall	28
Grape Bowl All Weather Surface Project (includes Professional Service Agreement)	9/2009 -07/2011	City Hall	28
White Slough (WSWPCF) Phase 3 Improvements, Project 2007 (File 1(5212))	9/2006 -11/2009	City Hall	29
White Slough (WSWPCF) Phase 3 Improvements, Project 2007 (File 2)	9/2006 -11/2009	City Hall	29
Grape Bowl All Weather Surface Project – Certified Payroll	9/2009 -07/2011	City Hall	29
Grape Bowl All Weather Surface Project – Specifications	9/2009 -07/2011	City Hall	29
Grape Bowl Phase I Improvements, 221 W. Lawrence Street,	2/2007 -9/2010	City Hall	29
Grape Bowl Phase I Improvements, 221 W. Lawrence Street – Specifications	2/2007 -9/2010	City Hall	29
Playground Improvements at Blakely Park, 1050 South Stockton	7/2006 -12/2007	City Hall	29
White Slough (WSWPCF) Phase 3 Improvements, Project 2007, Certified Payroll & Preliminary Notices (File 1)	9/2006 -11/2009	City Hall	30
White Slough (WSWPCF) Phase 3 Improvements, Project 2007, Contract Change Orders (File 1)	9/2006 -11/2009	City Hall	30
White Slough (WSWPCF) Phase 3 Improvements, Project 2007, Contract Change Orders (File 2)	9/2006 -11/2009	City Hall	30
White Slough (WSWPCF) Phase 3 Improvements, Project 2007, Contract Payments (File 1)	9/2006 -11/2009	City Hall	30
White Slough (WSWPCF) Phase 3 Improvements, Project 2007, Contract Payments (File 2)	9/2006 -11/2009	City Hall	30
White Slough (WSWPCF) Phase 3 Improvements, Project 2007, Krazan and Associates (Professional Service Agreement)	9/2006 -11/2009	City Hall	31
White Slough (WSWPCF) Phase 3 Improvements, Project 2007, Specifications	9/2006 -11/2009	City Hall	31
Citywide School Signs (SR2S) (aka Citywide School Safety Signage)	6-2006 -12/2008	City Hall	31
G-Basin (DeBenedetti Park) Stormwater Pump Station Project	2/2011 -4/2012	City Hall	31
G-Basin (DeBenedetti Park) Stormwater Pump Station Project (Bids)	2/2011 -4/2012	City Hall	31
G-Basin (DeBenedetti Park) Stormwater Pump Station Project (Certified Payroll) 9/12	2/2011 -4/2012	City Hall	31
G-Basin (DeBenedetti Park) Stormwater Pump Station Project (Contract Payments)	2/2011 -4/2012	City Hall	31
G-Basin (DeBenedetti Park) Stormwater Pump Station Project (Specifications) 9/12	2/2011 -4/2012	City Hall	31
Guild Avenue at Lodi Avenue Railroad Crossing	3/1998 - 7/2000	City Hall	32
Kettleman Lane Gap Closure (Measure K) Lower Sacramento Road to Ham Lane & from Stockton Street to Cherokee Lane Certified Payroll and Preliminary Notices File #3	9/2000 - 1/2012	City Hall	32
Kettleman Lane Gap Closure (Measure K) Lower Sacramento Road to Ham Lane & from Stockton Street to Cherokee Lane Certified Payroll and Preliminary Notices File #2	9/2000 - 1/2012	City Hall	32

Attachment A – Form 4 (Authority to Destroy Records)

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City of Lodi

Kettleman Lane Gap Closure (Measure K) Lower Sacramento Road to Ham Lane & from Stockton Street to Cherokee Lane Certified Payroll and Preliminary Notices File #1	9/2000 - 1/2012	City Hall	32
Kettleman Lane Gap Closure (Measure K) Lower Sacramento Road to Ham Lane & from Stockton Street to Cherokee Lane Construction File #1	9/2000 - 1/2012	City Hall	32
Kettleman Lane Gap Closure (Measure K) Lower Sacramento Road to Ham Lane & from Stockton Street to Cherokee Lane Design, RFP's, and Correspondence	9/2000 - 1/2012	City Hall	32
Kettleman Lane Gap Closure (Measure K) Lower Sacramento Road to Ham Lane & from Stockton Street to Cherokee Lane Materials Certificate & Materials Data, Submittals	9/2000 - 1/2012	City Hall	32
Kettleman Lane Gap Closure (Measure K) Lower Sacramento Road to Ham Lane & from Stockton Street to Cherokee Lane Pre-Construction Bid Correspondence and Construction Bids	9/2000 - 1/2012	City Hall	32
Kettleman Lane Gap Widening Project Right of Way (File #1)	2/1997 - 4/2004	City Hall	32
Kettleman Lane Gap Widening Project Right of Way (File #2)	2/1997 - 4/2004	City Hall	33
Lower Sacramento Road (Turner to UPRR to Woodbridge Road)	6/1993 - 2/2009	City Hall	33
City of Lodi Facility Painting Project	11/2011 - 11/2012	City Hall	33
Baumbach and Piazza (Harney Lane Grade Separation Surveying Services)(11/11 - 6/12)	11/2011 - 1/2012	City Hall	33
Harris & Associates(2011 Impact Mitigation Fee Program)(5782)(2/11-10/12)	2/2011 - 10/2012	City Hall	33
Interwest Consulting Group (Replacement of Map Guide to GIS) (3/12- 8/12)	3/2012 - 9/2012	City Hall	33
Professional Service Agreement – HDR Engineering, Inc. – (Surface Water Treatment Facility and Transmission Project Final Design) (5560)	12/09 -11/10	City Hall	33
Traffic Signal Modification Project at Lodi Ave. at Stockton Street & Elm Street and Ham Lane	9/06 - 8/10	City Hall	34
White Slough (WSWPCF) Bio-Solids Dewatering Facility, Plans & Specifications	3/10 - 3/12	City Hall	34
L & H Airco (Purchased HVAC Control System)	4/2011 - 10/2012	City Hall	34
Mark Thomas & Company Harney Lane/Widening Stockton Lower Sac	5/2008 - 8/2012	City Hall	34
Neil O. Anderson and Associates MSA 2011-2012 (Construction Testing and Inspection of Various City Projects)(5810)	4/2011 - 6/2012	City Hall	34
Nolte and Associates (5613)	4/2010 - 4/2012	City Hall	34
Professional Service Agreement – San Joaquin County Resource Conservation District (Lower Mokelumne River Watershed Stewardship Plan Project)(4936)	11/03 - 1/08	City Hall	34
Municipal Service Center (MSC) Compressed Natural Gas (CNG) Upgrade of Compressor No. 1 Control Panel Rebuild Project and CNG Fueling Station Maintenance Contract	5/13/201 - 3/2014	City Hall	34
RMC Water and Environment (Water Meter Program Services) (File #2) for Task Order #1	10/30/11	City Hall	34

Attachment A – Form 4 (Authority to Destroy Records)

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City of Lodi

Traffic Signal Modification Project. Lodi @ Stockton, Elm @ Ham	2009 / 2010	City Hall	34
Test Well Drilling Sites	6/1990 - 2/2002	City Hall	35
Water Distribution System Study	8/1999 - 9/2001	City Hall	35
Respirator Fit Tests	12/1/1988 - 3/2003	City Hall	35
Safety Committee Meetings, Agendas and Minutes (File #2)	1/2004 - 1/2009	City Hall	35
Safety Committee Meetings, Agendas and Minutes (File #1)	5/1994 - 2/2008	City Hall	35
Safety Committee, General	3/1987 - 3/2005	City Hall	35
Safety Activities and Training	7/2003 -6/2007	City Hall	35
Tailgate Meetings 2003-	8/2001 - 9/2005	City Hall	35
Baker Roofing Company Replacement of Electric Utilities Annex Trailer Roof	3/12 - 9/12	City Hall	35
Washco Enterprises Pressure Wash @ Transit Station and various Bus Stops	1/11 - 12/13	City Hall	35
RSA Analysis, Inc.	12/12 - 1/13	City Hall	35
A-1 Exterminators, Inc. Fire Station #2, 705 W. Lodi Ave Pest Control	2/11 - 3/12	City Hall	35
Sunridge Electric Construction, Electrical needs for Various City Facilities	11/12 - 6/13	City Hall	35
T. Mitchell Engineering, Engineering CNG Fueling Station @ MSC	6/11 - 6/12	City Hall	35
Air Cleaning Systems, Repairs Emergency Vehicle Exhaust extraction systems-various Lodi Fire Stations	11/12 -6/13	City Hall	35
Jorgensen Company, Annual Fire Extinguisher Maintenance for Citywide Vehicles/Buildings	12/12 - 6/13	City Hall	35
Bay Alarm	12/11 - 9/12	City Hall	35
Ingersoll Rand Security Tech	3/12 - 9/13	City Hall	35
Pinasco Mechanical Contractor	4/12 - 6/12	City Hall	35
ServiceMaster Advantage	9/12 - 2/13	City Hall	35
White Slough (WSWPCF) Bio-Solids Dewatering Facility, Plans & Specifications	2010 / 2011	City Hall	35
VanBuskirk/Hale Park Playground Improvements	8/2004 -8/2006	City Hall	36
Fire State #4, 180 No. Lower Sacramento Rd File #2 (Specifications)	2001 -	City Hall	36
Fire State #4, 180 No. Lower Sacramento Rd File #1 (Specifications)	2001 -	City Hall	36
Carnegie Forum Basement Remodel for ISD (Formerly ISD Relocation to Carnegie,	2004 -	City Hall	36
Electric Utility Department Facility (Guild Avenue/Thurman Street)	1999- 2002	City Hall	37
Emergency Removal of Underground Fuel Storage Tanks, 230 W. Elm Street	2005 -	City Hall	37
Light Emitting Diodes (LED) Traffic Signal Conversion	11/98 - 7/00	City Hall	37
Annual Street Mileage Report	1/65 - 1/83	City Hall	37
Municipal Service Center (MSC),Expansion Study	3/97 - 4/98	City Hall	37
Property Acquisition-Electric Utility Downtown Site Easement	1996 -	City Hall	37
California, State of , Public Utilities Commission (1983-1996)	1983- 1996	City Hall	37
Guild Avenue Street Construction and Street Overlay Industrial Way to Pine Street, Thurman Street, Street Construction 300 feet West of Guild Avenue and Guild Avenue	12/1998 - 1/1999	City Hall	37

Attachment A – Form 4 (Authority to Destroy Records)

**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*

City of Lodi

*In all cases, original plans are maintained.

Department Head: Wally Sandek Date: 2/12/15

City Clerk: Jennifer M. Ferraisle Date: 2/12/15

Consent is hereby given to destroy the above-listed records:

*City Attorney: [Signature] Date: 2/17/2015

Destruction Completed By:

Printed Name	Signature	Date
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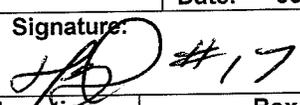
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Central Valley Waste Rates/Fees/Agreements 2009 & Prior	1982-2009	CLEAN UP	2015A
Correspondence 1990-2010	1990-2010	CLEAN UP	2015A
Graffiti Abatement Software	1995-1997	CLEAN UP	2015A
Graffiti Program 2007-2010	2007-2010	CLEAN UP	2015A
Illegal Dumping 2008-2011	2008-2011	CLEAN UP	2015A
Weed & Refuse Destruction	1995-2003	CLEAN UP	2015A
Work for Others 1993-2009	1993-2009	STS/SIDEWALKS	2015A
Central Valley Waste Rates/Fees/Agreements 2009 & Prior	1982-2009	CLEAN UP	2015A
Correspondence 1990-2010	1990-2010	CLEAN UP	2015A
Graffiti Abatement Software	1995-1997	CLEAN UP	2015A
Graffiti Program 2007-2010	2007-2010	CLEAN UP	2015A
Illegal Dumping 2008-2011	2008-2011	CLEAN UP	2015A
Weed & Refuse Destruction	1995-2003	CLEAN UP	2015A
Work for Others 1993-2009	1993-2009	STS/SIDEWALKS	2015A
Tree Removal, Trim, Grind 2006-2008	2006-2008	TREES/LANDSCPE	2015A
Environmental Enhancement & Mitigation Grant Program 2007-08	2006-2009	TREES/LANDSCPE	2015A
Landscape Maint 2010 (Groups A, B, & C)	2010	TREES/LANDSCPE	2015A
Landscape Correspondence 1998-2006	1998-2006	TREES/LANDSCPE	2015A
Asphalt 2010/11	2010-2011	MATERIALS & CONTRACTS	2015B
Prevailing Wage Rate	1998-2008	MATERIALS & CONTRACTS	2015B
Rubberized Cape Seal 2007	2007	MATERIALS & CONTRACTS	2015B
Sidewalk Repair Prog & Misc Concrete Wk 2010-11	2010-2011	MATERIALS & CONTRACTS	2015B
Fences 1994-2010	1994-2010	STREETS/SIDEWALK	2015B
LUSD	1999-2004	OTHER AGENCIES	2015B
Media One	1997	OTHER AGENCIES	2015B
Correspondence	2010-2011	STREETS/SIDEWALK	2015B
Crosswalks	1998-2008	STREETS/SIDEWALK	2015B
Curb, Gutter Sidewalk 2010	2008-2010	STREETS/SIDEWALK	2015B

Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
DOWNTOWN BENCHES	1985-2010	STREETS/SIDEWALK	2015B
Emergency Equipment Rental	1996-2004	STREETS/SIDEWALK	2015B
Lower Sacramento Rd Widening	1999-2008	STREETS/SIDEWALK	2015B
Misc./George Bradley	1992-2001	STREETS/SIDEWALK	2015B
Paint, Traffic	1987-1990	STREETS/SIDEWALK	2015B
Parking	1999-2005	STREETS/SIDEWALK	2015B
Parking Lots	1972-2003	STREETS/SIDEWALK	2015B
Permission to Work	1990	STREETS/SIDEWALK	2015B
PW Projectss List	2001-2010	STREETS/SIDEWALK	2015B
Sidewalk Replacement Private	2003-2006	STREETS/SIDEWALK	2015B
Alternative Work Schedule	1997-2006	PERSONNEL	2015C
Calpers Service Credit	2001-2003	PERSONNEL	2015C
Correspondence Equipment Maintenance 96-2007	1996-2007	PERSONNEL	2015C
Correspondence General Personnel & PT Hours 2002-2009	2002-2009	PERSONNEL	2015C
Correspondence General Services 1997-2009	1997-2009	PERSONNEL	2015C
Correspondence Mid-Management- 1996-2009	1996-2009	PERSONNEL	2015C
Correspondence Street Division 1996- 2009	1996-2009	PERSONNEL	2015C
Correspondence Water/Wastewater 2005-2009	2005-2009	PERSONNEL	2015C
Management Specs	1992-1998	PERSONNEL	2015C
SJCoProbClients-Community Service	2009-2010	PERSONNEL	2015C
Confidential 2011	ADMINISTRATION	ADMINISTRATION	2015D
Claims, Jan-June 2011	ADMINISTRATION	FINANCE	2015D
Claims, July-Dec 2011	ADMINISTRATION	FINANCE	2015D
Claims, Jan-June 2012	ADMINISTRATION	FINANCE	2015D
Claims, July-Dec 2012	ADMINISTRATION	FINANCE	2015D
Operations Statements, 2011	ADMINISTRATION	FINANCE	2015D
Operations Statements, 2012	ADMINISTRATION	FINANCE	2015D
Petty Cash, 2011	ADMINISTRATION	FINANCE	2015D
Petty Cash, 2012	ADMINISTRATION	FINANCE	2015D
Travel Claims Jan – June 2011	ADMINISTRATION	FINANCE	2015D
Travel Claims July – Dec 2011	ADMINISTRATION	FINANCE	2015D
E O C Work for Others 2010-12	ADMINISTRATION	FINANCE	2015D
Multimodal Station 1997-2000 Copies	STREETS	TRAFFIC	2015E
Sign Replacement 1992-1993	STREETS	TRAFFIC	2015E
Smart Transit 1994	STREETS	TRAFFIC	2015E

AUTHORITY TO DESTROY OBSOLETE RECORDS

The below-listed department records have been retained in accordance with the City's Records Management Program Policy and Procedures and with applicable federal and state laws as set forth in the City of Lodi Retention Schedules. In accordance with the City's Records Management Program, with the consent of the Department Head, and upon written approval of the City Clerk and City Attorney, these records will be properly destroyed/disposed of.

Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department: Police	Date: 01/29/15	Total No. of Pages: 2	Proposed Destruction Date: 03/15
Division: Investigations	Prepared By: Lt. Fernando Martinez	Signature:  #17	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Background investigations and employment records of previous Lodi Police Department employees	+5 years from closure date	Administration personnel filing cabinet	
Administrative and Internal Affairs Investigations	+5 years from closure date	Investigations Lt. filing cabinet	
Background Investigations (not hired)	+2 years from closure date	Administration personnel filing cabinet	
Asset Forfeiture investigations/proceedings	CL +2 yrs	Special investigations file cabinet	
Informant Files	T + 10 yrs	Special investigations file cabinet	
Retired /Former Employees	T + 5 yrs	Personnel file cabinet	

City of Lodi

Department Head:  Date: 1-29-15

City Clerk: Jennifer M. Terraiolo Date: 1/30/15

Consent is hereby given to destroy the above-listed records:

*City Attorney:  Date: 2/11/2015

Destruction Completed By:

Printed Name	Signature	Date
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AUTHORITY TO DESTROY OBSOLETE RECORDS

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Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department: FIRE	Date: 1-6-15	Total No. of Pages: 1	Proposed Destruction Date: TBD
Division: Fire Admin	Prepared By: Cari Shates	Signature: <i>Cari Shates</i>	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Apt. insp. Monthly log copies	2012/2013	Fire Admin	1
Payment notification	1/2012-12/2012	Fire Admin	1
Cal-Card Stmt. copies	1/2012-12/2012	Fire Admin	1
Candle permit copies	2012-2013	Fire Admin	1
Operational Permit fee receipt copies	1/2012-12.2012	Fire Admin	1
Apt. insp. fee receipt copies	1/2012-12/2012	Fire Admin	1
Telestaff roster copies	2012/2013	Fire Admin	1
Accts payable invoice copies	2012/2013	Fire Admin	1
Knox Box application copies	2012/2013	Fire Admin	1
Ride a long completed forms	2012/2013	Fire Admin	1
Claim voucher copies	2012/2013	Fire Admin	1

Department Head: *[Signature]* Date: 1-6-15

City Clerk: *Jennifer M. Terraislo* Date: 2/12/15

Consent is hereby given to destroy the above-listed records:

*City Attorney: *[Signature]* Date: 2/17/2015

Destruction Completed By:

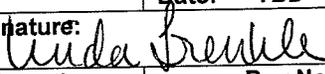
Printed Name	Signature	Date
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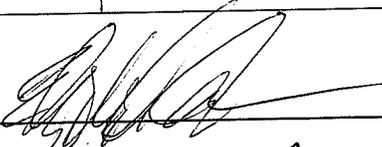
*Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.

AUTHORITY TO DESTROY OBSOLETE RECORDS

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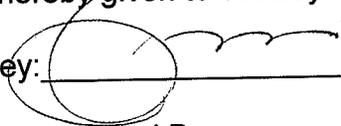
Note: Documents will be reviewed for historical value and, if applicable, retained in the archives. Documents involved in litigation or pending audit will not be destroyed.

Department: Electric Utility	Date: January 27, 2015	Total No. of Pages: 1	Proposed Destruction Date: TBD
Division: Administration	Prepared By: Linda Tremble	Signature: 	
Record Series Title (Same as Retention Schedule)	Dates of Records (From and To)	Storage Location	Box No.
Closed Medical Discount Files	2010	EU / Admin	EU-01
Closed Medical Discount Files	2011	EU / Admin	EU-02
Asplundh Invoices	2009-2011	EU / Admin	EU-02
Invoices	2010-2011	EU / Admin	EU-02
Liability Claims	1998	EU / Admin	EU-03
Estimate of Cost	1999-2009	EU / Admin	EU-03
Engineering Correspondence	1999-2009	EU / Admin	EU-03
Inter-City Transfer Invoices	2000	EU / Admin	EU-03
Miscellaneous Billing Records	2002-2010	EU / Admin	EU-03
IKON Warranty Docs	2005	EU / Admin	EU-03
Purchase Order Log	2007-2010	EU / Admin	EU-03
Purchase Orders	2011-2012	EU / Admin	EU-04
Payroll Records	2011	EU / Admin	EU-04

Department Head:  Date: 1/29/15

City Clerk: Jennifer M. Ferraiolo Date: 1/30/15

Consent is hereby given to destroy the above-listed records:

*City Attorney:  Date: 2/11/2015

Destruction Completed By:

Printed Name	Signature	Date
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**Signature certifies a City Attorney assessment that records are not relevant to existing or anticipated litigation.*



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2
MEETING DATE: March 4, 2015
PREPARED BY: Public Works Director

RECOMMENDED ACTION: Receive update on emergency condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2.

BACKGROUND INFORMATION: White Slough Water Pollution Control Facility (WSWPCF) has four covered anaerobic digesters that serve the purpose of breaking down sewage sludge that enters the plant. On July 16, 2014, Council declared an emergency condition in response to concurrent roof failures on Digesters No. 1 and No. 2. Public contract code requires Council to review the emergency action at its next regularly-scheduled meeting and each regularly-scheduled meeting thereafter until the emergency is terminated.

The completed Digester No. 2 roof structure is installed and work to begin start up procedures is underway. Digester No. 2 is expected to be placed in service during the third week in March. Digester No. 1 roof cover installation work will proceed thereafter.

The procurement and construction schedule reflecting project milestones is provided below. The work is progressing on the original schedule, and there is no substantial change from last report.

Project Definition Meeting	July 21, 2014
Issue Final Contract Documents	August 1, 2014
Receive GMP Proposals	August 20, 2014
Issue Notice to Proceed	September 15, 2014
Complete Digester No. 2 Improvements	April 2, 2015
Complete Digester No. 1 Improvements	August 27, 2015

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Charlie Swimley, City Engineer / Deputy Public Works Director
FWS/CES/smh
Attachment

cc: Associate Civil Engineer Nathan
Wastewater Plant Superintendent

Charlie Swimley, City Engineer / Deputy Public Works Director
Construction Project Manager

APPROVED: _____
Stephen Schwabauer, City Manager