LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

TM

AGENDA – REGULAR MEETING

Date: **August 19, 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, International Brotherhood of Electrical Workers, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Fire Mid Managers and Lodi Professional Firefighters Pursuant to Government Code §54957.6 (CM)

b) 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)

c) Threatened Litigation – Government Code §54956.9(b); One Application; Potential Litigation of Workers Compensation Claim by Aimee (Murray) New against City of Lodi; WCAB Claim No. CLGG-348840 (DOI: 11/21/06) (CA)

d) Pending Litigation – Government Code §54956.9(a); One Case; James Smith v. City of Lodi; U.S. District Court, Eastern District of California; Case No. 2:14-CV-01318-TLN-AC (CA)

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 National Children's Vision and Learning Month Proclamation (CLK)

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

C-1 Receive Register of Claims in the Amount of $4,978,371.08 (FIN)

C-2 Approve Minutes (CLK)
a) July 15, 2015 (Regular Meeting)
b) July 28 and August 4, 2015 (Shirtsleeve Sessions)

C-3 Accept Quarterly Report of Purchases between $10,000 and $20,000 (CM)

C-4 Accept Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)

C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Well 10C Rehabilitation Project (PW)

Res. C-6 Adopt Resolution Authorizing City Manager to Approve Purchase of Replacement Backhoe from Papé Machinery, Inc., of French Camp ($99,610) (EU)

Res. C-7 Adopt Resolution Awarding Contract for School Street Tree Well LED Light Retrofit Project, Lodi Avenue to Locust Street, to RSW Construction, of Highland ($85,575) (PW)

C-8 Accept Improvements Under Contract for White Slough Water Pollution Control Facility Farm Irrigation Improvements – Phase 1 (PW)

Res. C-9 Adopt Resolution Authorizing City Manager to Execute Service Agreement with Granicus, Inc., of Denver, Colorado, for Renewal of Granicus Solution and Addition of Boards and Commissions Software and Managed Services ($26,231 Annually) and Authorizing City Manager to Execute Extensions (CLK)

Res. C-10 Adopt Resolution Authorizing City Manager to Execute Three-Year Professional Services Agreement with Hach Company, of Loveland, Colorado, to Purchase Nitrification Control System and Annual Service Agreement and Authorizing Public Works Director to Execute Two-Year Extension ($139,939) (PW)

Res. C-11 Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Mark Thomas & Company, Inc., of Sacramento, for Harney Lane Grade Separation Project ($398,343) and Appropriating Funds ($500,000) (PW)

Res. C-12 Adopt Resolution Authorizing City Manager to Execute Task Order No. 8 of the Master Professional Services Agreement with RMC Water and Environment, of Walnut Creek, for 2015 Urban Water Management Plan ($68,000) and Appropriating Funds ($68,000) (PW)

Res. C-13 Adopt Resolution Authorizing City Manager to Execute Second Phase Agreement for Renewable Energy Power Purchase Agreement with Northern California Power Agency (EU)

C-14 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

Res. C-15 Adopt Resolution Supporting Renewal of San Joaquin County Recycling Market Development Zone (PW)

Res. C-16 Adopt Resolution Calling an Election to Amend the Special Tax Formula within Zone 1 of the City of Lodi Community Facilities District No. 2007-1 (Public Services) (CM)

C-17 Set Public Hearing for September 2, 2015, to Consider Resolution Establishing Area of Benefit and Reimbursable Costs for Harney Lane Grade Separation Project Utility Undergrounding (PW)

C-18 Set Public Hearing for September 16, 2015, to Consider and Approve the 2014/15 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report and an Amendment of the 2015/16 Action Plan to Accommodate the Reallocation of Unused CDBG Funds from Previous Years (CD)

Res. C-19 Adopt Resolution Authorizing City Manager and Lodi Police Department Chief of Police to Enter into a Memorandum of Understanding with the California Highway Patrol Delta Regional Auto Theft Team (PD)

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 6.3l). 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

Ord. I-1 (Introduce) Introduce Ordinance to Modify the Existing Zoning Code to Allow Transitional and Supportive Housing in All Zones Where Residential Housing is an Allowed Use, Subject to the Provisions of Other Laws or Ordinances (CD)

J. Ordinances

Ord. J-1 (Adopt) Ordinance No. 1908 Entitled, "An Ordinance of the Lodi City Council Adopting a Development Agreement Reducing Community Facilities District Special Taxes and Waiving Vesting Map Rights for the Reynolds Ranch Subdivision" (CLK)

Ord. J-2 (Adopt) Ordinance No. 1909 Entitled, "An Ordinance of the Lodi City Council Adopting a Development Agreement Reducing Community Facilities District Special Taxes and Waiving Vesting Map Rights for the Rose Gate Subdivision" (CLK)

Ord. J-3 (Adopt) Ordinance No. 1910 Entitled, "An Ordinance of the Lodi City Council Adopting a Development Agreement Reducing Community Facilities District Special Taxes and Waiving Vesting Map Rights for the Van Ruiten Ranch Subdivision" (CLK)

Ord. J-4 (Adopt) Ordinance No. 1911 Entitled, "An Ordinance of the Lodi City Council Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 2)" (CLK)

Ord. J-5 (Adopt) Ordinance No. 1913 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 15 – Buildings and Construction – by Adding Chapter 15.19, 'Expedited Permit Process for Small Residential Rooftop Solar Systems'" (CLK)

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.

AGENDA ITEM B-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: National Children's Vision and Learning Month Proclamation

MEETING DATE: August 19, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Johnson to present proclamation proclaiming the month of August 2015 as "Children's Vision and Learning Month" in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming the month of August 2015 as "Children's Vision and Learning Month" in the City of Lodi. Dr. Bill Henshaw will be at the meeting to accept the proclamation.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/ES

APPROVED: _____
Stephen Schwabauer, City Manager

council/councom/Presentation1.doc

AGENDA ITEM C-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Receive Register of Claims through July 30, 2015 in the total amount of $4,978,371.08

MEETING DATE: August 19, 2015

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for $4,978,371.08.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of $4,978,371.08 through 07/30/15. Also attached is Payroll in the amount of $1,394,430.61.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

_____
Ruby R. Paiste
Financial Services Manager

RRP/mlm

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

Council Report
City of Lodi, CA - v10.5 Live
7/17/2015 through 7/30/2015

Fund	Amount
100 - General Fund	1,902,620.09
120 - Library Fund	9,326.57
140 - Expendable Trust	75,532.43
200 - Parks Rec & Cultural Services	21,028.10
214 - LPD-OTS Grants	251.03
270 - Comm Dev Special Rev Fund	31,339.27
301 - Gas Tax-2105 2106 2107	4,228.93
302 - Gas Tax -2103	948.00
306 - RTIF County/COG	1,230.69
307 - Federal - Streets	44,998.88
314 - IMF-Regional Transportation	3,692.04
350 - H U D	28,370.99
403 - Vehicle Replacement Fund - PD	2,285.14
431 - Capital Outlay/General Fund	12,013.98
437 - IMF Parks & Rec Facilities	9,146.12
500 - Electric Utility Fund	117,028.80
501 - Utility Outlay Reserve Fund	142,735.53
504 - Public Benefits Fund	34,551.94
506 - Solar Surcharge Fund	190,646.40
508 - Environmental Compliance	10,272.93
530 - Waste Water Utility Fund	270,113.75
531 - Waste Wtr Util-Capital Outlay	228,127.00
560 - Water Utility Fund	387,476.82
561 - Water Utility-Capital Outlay	719,300.07
565 - PCE/TCE Rate Abatement Fund	10,310.65
590 - Central Plume	4,843.17
593 - Northern Plume	1,750.00
600 - Dial-a-Ride/Transportation	178,844.29
601 - Transit Capital	870.00
650 - Internal Service/Equip Maint	23,978.85
655 - Employee Benefits	106,009.62
660 - General Liabilities	2,119.00
665 - Worker's Comp Insurance	402,380.00
Total	4,978,371.08

Council Report: Payroll
City of Lodi, CA - v10.5 Live
Pay Period 7/19/2015

Fund	Description	Amount
100	General Fund	816,121.53
120	Library Fund	25,825.54
200	Parks Rec & Cultural Services	112,183.35
214	LPD-OTS Grants	1,724.65
270	Comm Dev Special Rev Fund	28,422.10
301	Gas Tax-2105 2106 2107	35,502.22
500	Electric Utility Fund	170,576.09
530	Waste Water Utility Fund	148,363.75
560	Water Utility Fund	27,455.27
600	Dial-a-Ride/Transportation	8,662.59
650	Internal Service/Equip Maint	19,593.52
Report Total		**1,394,430.61**

AGENDA ITEM C-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Minutes
a) July 15, 2015 (Regular Meeting)
b) July 28, 2015 (Shirtsleeve Session)
c) August 4, 2015 (Shirtsleeve Session)

MEETING DATE: August 19, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) July 15, 2015 (Regular Meeting)
b) July 28, 2015 (Shirtsleeve Session)
c) August 4, 2015 (Shirtsleeve Session)

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

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

N:\Administration\CLERK\Council\COUNCOM\Minutes.doc

LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, JULY 15, 2015

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of July 15, 2015, was called to order by Mayor Johnson at 6:30 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

NOTE: Council Member Mounce participated via teleconference.

C-2 Announcement of Closed Session

a) Conference with Adele Post, Human Resources Manager, and Jordan Ayers, Deputy City Manager (Labor Negotiators), Regarding Lodi Police Officers Association and Lodi Professional Firefighters Pursuant to Government Code §54957.6 (CM)

b) Actual Litigation: Government Code §54956.9(a); One Case; People of the State of California and the City of Lodi, California v. M & P Investments, et al.; United States District Court, Eastern District of California; Case No. CIV-S-00-2441 FCD JFM (CA)

c) 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)

C-3 Adjourn to Closed Session

At 6:30 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 7:05 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:10 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 and direction with no reportable action.

Item C-2 (c) was not discussed and continued at the request of staff.

A. Call to Order / Roll Call

The Regular City Council meeting of July 15, 2015, was called to order by Mayor Johnson at 7:10 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

NOTE: Council Member Mounce participated via teleconference.

B. Presentations

B-1 Presentation of Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting (CM)

Mayor Johnson presented the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting to Deputy City Manager Jordan Ayers. Mr. Ayers expressed appreciation for Financial Services Manager Ruby Paiste for her hard work and effort in preparing the Comprehensive Annual Financial Report each year, adding this is the 22nd consecutive year that Lodi has received this award.

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

Council Member Kuehne made a motion, second by Council Member Nakanishi, to approve the following items hereinafter set forth, **except those otherwise noted**, in accordance with the report and recommendation of the City Manager.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member 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 $4,036,663.15 (FIN)

This item was removed from the Consent Calendar by Mayor Pro Tempore Chandler for discussion purposes.

In response to Mayor Pro Tempore Chandler, City Manager Schwabauer explained that the expenses listed for veterinary services is likely associated with the care and treatment of animals at the Lodi Animal Shelter; however, it could also be veterinary invoices for the care of Police canines.

Mayor Pro Tempore Chandler made a motion, second by Mayor Johnson, to receive Register of Claims in the amount of $4,036,663.15.

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-2 Approve Minutes (CLK)

Approved minutes of June 9, 2015 (Shirtsleeve Session), June 10, 2015 (Special Meeting), June 16, 2015 (Shirtsleeve Session), June 17, 2015 (Regular Meeting), June 23, 2015 (Shirtsleeve Session), June 23, 2015 (Special Meeting), June 30, 2015 (Shirtsleeve Session), and July 1, 2015 (Regular Meeting).

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Ham Lane Signal Modification Improvements 2015 - Vine, Tokay, and Lockeford Streets (PW)

Approved plans and specifications and authorized advertisement for bids for the Ham Lane Signal Modification Improvements 2015 - Vine, Tokay, and Lockeford Streets.

C-4 Approve Plans and Specifications and Authorize Advertisement for Bids for Harney Lane Grade Separation Project (PW)

Approved plans and specifications and authorized advertisement for bids for the Harney Lane Grade Separation Project.

C-5 Approve Plans and Specifications and Authorize Advertisement for Bids for Lodi Lake Park - Boat Launch Facility Improvements (PW)

This item was removed from the Consent Calendar by Council Member Nakanishi for discussion purposes.

In response to Council Member Nakanishi, Public Works Director Wally Sandelin stated that the boat ramp is being funded by the State Department of Boating and Waterways in the amount of $700,000 and the work is scheduled to commence in February while the lake is drained. In addition to the ramp, the project will include parking lot improvements around the ramp facilities.

City Manager Schwabauer commended Parks, Recreation, and Cultural Services Director Jeff Hood for his efforts in securing the grant funding.

Council Member Nakanishi made a motion, second by Mayor Pro Tempore Chandler, to approve the plans and specifications and authorize advertisement for bids for the Lodi Lake Park - Boat Launch Facility Improvements.

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 Accept Donation of Tree Planting Funds from Tree Lodi ($7,000) (PRCS)

Accepted a donation of tree planting funds from Tree Lodi, in the amount of $7,000.

C-7 Adopt Resolution Authorizing Purchase of ProTech Molle Tac Vests from LC Action, of San Jose, and Appropriating Funds ($20,738) (PD)

Adopted Resolution No. 2015-104 authorizing the purchase of ProTech Molle Tac Vests from LC Action, of San Jose, and appropriating funds in the amount of $20,738.

C-8 Adopt Resolution Awarding Contract for Shady Acres Pump Station Trash Handling Project to Diede Construction, Inc., of Woodbridge ($302,670) and Authorizing City Manager to Execute Contract (PW)

Adopted Resolution No. 2015-105 awarding the contract for the Shady Acres Pump Station Trash Handling Project to Diede Construction, Inc., of Woodbridge, in the amount of $302,670, and authorizing the City Manager to execute the contract.

C-9 Accept Improvements Under Contract for 2015 GrapeLine Bus Stop Accessibility and Shelter Improvements (PW)

Accepted the improvements under the contract for the 2015 GrapeLine Bus Stop Accessibility and Shelter Improvements.

C-10 Accept Improvements Under Contract for the Fire Station No. 3 Building Repairs (PW)

Accepted the improvements under the contract for the Fire Station No. 3 Building Repairs.

C-11 Adopt Resolution Accepting Reynolds Ranch Phase 3A Public Improvements (PW)

Adopted Resolution No. 2015-106 accepting the Reynolds Ranch Phase 3A Public Improvements.

C-12 Adopt Resolution Authorizing Mayor to Execute San Joaquin County Regional Transportation Impact Fee Program Operating Agreement (PW)

Adopted Resolution No. 2015-107 authorizing the Mayor to execute the San Joaquin County Regional Transportation Impact Fee Program Operating Agreement.

C-13 Adopt Resolution Authorizing City Manager to Execute a Two-Year Professional Services Agreement with Atlas Copco USA Holdings, Inc., for Monthly Preventative Maintenance and On-Call Repairs to Compressed Natural Gas Fueling Station and Authorizing Public Works Director to Execute a One-Year Extension ($75,000) (PW)

Adopted Resolution No. 2015-108 authorizing the City Manager to execute a two-year Professional Services Agreement with Atlas Copco USA Holdings, Inc., for monthly preventative maintenance and on-call repairs to the compressed natural gas fueling station and authorizing the Public Works Director to execute a one-year extension, in the amount of $75,000.

C-14 Adopt Resolution Approving Renewal of Dental Claims Administration Agreement with Stanislaus Foundation for Medical Care and Further Authorizing the City Manager to Execute Agreement (CM)

Adopted Resolution No. 2015-109 approving the renewal of the Dental Claims Administration Agreement with Stanislaus Foundation for Medical Care and further authorizing the City Manager to execute the agreement.

C-15 Adopt Resolution Authorizing City Manager to Execute Pacific Gas and Electric Company Interconnection Agreement (EU)

Adopted Resolution No. 2015-110 authorizing the City Manager to execute the Pacific Gas and Electric Company Interconnection Agreement.

C-16 Adopt Resolution Authorizing City Manager to Execute Joint Exercise of Power Agreement between City of Lodi, Lathrop-Manteca Fire District, City of Manteca, and City of Stockton Creating the San Joaquin County Regional Fire Dispatch Authority (FD)

This item was removed from the Consent Calendar by Mayor Johnson for discussion purposes.

Mayor Johnson stated he was supportive of the joint powers agreement (JPA), but he had concerns regarding on-going costs, whether the incoming Stockton fire chief will move in the same direction, and how the smaller agencies will fit in with the JPA, assuming they can afford to join. Fire Chief Larry Rooney responded that the action before Council is to approve the establishment of the JPA, adding that all of the listed cities have committed, with the exception of Tracy, which is anticipating joining in January or July of next year, following its internal reorganization. The action before Council does not include dispatching; only the authority to join the JPA. In further response, Chief Rooney stated that the cost for the agreement is included in this budget year at a per-call basis, which is $45.74 per call. He stated that, if Tracy joins the JPA, the cost would decrease; however, if Tracy opts not to participate in the JPA, the cost would increase, but it would still be less than if Lodi operated its own dispatch service.

City Manager Schwabauer explained that, in order to have a JPA to negotiate a dispatch agreement, the JPA must first be in place. This action is to create the JPA in order to negotiate with Stockton, and the negotiating parties would include those cities listed on the JPA, each of which has one vote. If the JPA is unsuccessful, Lodi would be in the same position it is in today, which is to continue having Stockton dispatch fire responses. He explained that the expectation is

that the price would remain as it is, plus or minus a small amount, depending on how many others join.

In response to Mayor Pro Tempore Chandler, Chief Rooney stated that the budget includes $245,000 for dispatching, which is less than previous years, and that JPAs typically have a higher success rate when seeking state and federal funding for communication and apparatus costs because the funding would be spread over a greater area.

Council Member Kuehne agreed that the JPA would be beneficial to the City with no net loss to the City if the JPA is unsuccessful.

Mr. Schwabauer clarified there is no cost associated with forming the JPA; only opportunity costs associated with councils, fire chiefs, and staff of the various agencies in evaluating this endeavor. City Attorney Magdich confirmed that she did not use outside counsel on this agreement, and she worked closely with Stockton's fire chief and counsel. Ms. Magdich pointed out that there will be operating agreements and bylaws associated with the JPA that are currently in the process of being drafted.

Mayor Johnson made a motion, second by Mayor Pro Tempore Chandler, to adopt Resolution No. 2015-115 authorizing the City Manager to execute the Joint Exercise of Power Agreement between City of Lodi, Lathrop-Manteca Fire District, City of Manteca, and City of Stockton creating the San Joaquin County Regional Fire Dispatch Authority.

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-17 Adopt Resolution Authorizing the City of Lodi to Join the California Statewide Communities Development Authority Open Property Assessed Clean Energy Program (EU)

Adopted Resolution No. 2015-111 authorizing the City of Lodi to join the California Statewide Communities Development Authority Open Property Assessed Clean Energy (PACE) Program.

C-18 Receive Update on Emergency Condition at White Slough Water Pollution Control Facility Digesters No. 1 and No. 2 (PW)

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

C-19 Receive Report on Drought Emergency, Compliance Progress with State Drought Regulations, and Water Conservation Outreach and Approve Expansion of Rebate Program (PW)

Received the report on the drought emergency, compliance progress with State drought regulations, and Water Conservation outreach and approved the expansion of the rebate program.

C-20 Adopt Resolution Approving a $5,000 Increase to the City's Budgeted Fiscal Year 2015/16 Commitment ($29,290) to the San Joaquin Partnership (CM)

Adopted Resolution No. 2015-112 approving a $5,000 increase to the City's budgeted Fiscal Year 2015/16 commitment of $29,290 to the San Joaquin Partnership.

C-21 Adopt Resolution Appropriating Additional Funds for Professional Services to Accommodate the Need for Building Inspector Services ($160,000) (CD)

Adopted Resolution No. 2015-113 appropriating additional funds in the amount of $160,000 for professional services to accommodate the need for Building Inspector services.

C-22 Receive Report Regarding Communication Pertaining to Senate Bill 493 (Cannella) Regarding City Council Elections (CLK)

Council Member Mounce expressed appreciation to Mayor Johnson for signing this support letter.

Received the report regarding communication pertaining to Senate Bill 493 (Cannella) regarding City Council elections.

C-23 Adopt Resolution Amending Traffic Resolution No. 97-148 by Approving a 50 Miles-Per-Hour Speed Limit on Lodi Avenue from West City Limits to Rose Gate Drive (PW)

Adopted Resolution No. 2015-114 amending Traffic Resolution No. 97-148 by approving a 50 miles-per-hour speed limit on Lodi Avenue from west City limits to Rose Gate Drive.

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 6.3l). 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.

Maria Rosado with California Human Development - Worknet announced that the organization was successful in obtaining three significant grants for the following programs: 1) a support services program to assist individuals whose jobs are affected by the drought with utility, transportation, and child care costs; 2) a training program for those in the trucking and welding field; and 3) a program to assist individuals whose jobs are affected by the drought by providing employment on a temporary basis, which she hopes may include employment opportunities through City of Lodi departments. Ms. Rosado stated that Lodi Worknet has served 910 households in Lodi with roughly $406,120 in assistance.

Jane Lea expressed concern about the three-way intersection on Mills Avenue and Lockeford Street, in front of Millswood School, stating that the stop signs have been damaged by vehicles eight times; but City staff continually replaces the signs in the same, or nearby, location despite the fact that the intersection design is inadequate to handle the size and turning radius of large or commercial vehicles. She further stated she was disappointed in staff's response to her complaint, which was to place the responsibility of the design on Council when staff has the professional expertise and licensing to make the recommendation. She urged the City to rectify the situation at this three-way intersection.

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

Council Member Nakanishi reported that the Groundwater Banking Authority (GBA) recently discussed the Sustainable Groundwater Management Act, which mandates that basins in California be monitored by a regional authority or the State in the absence of an authority, and the GBA is considering the feasibility of serving as the regional authority, likely through a joint powers agreement with the various entities.

Council Member Kuehne reported that he and the Mayor recently attended the League of California Cities Mayors and Council Members Forum, at which he participated in a seven-hour training session on finances that focused on performance standards for budgets, mid-year reviews, and the Comprehensive Annual Financial Report. He additionally participated in a session that addressed social media, how to utilize it, and how to handle emergency responses and press in those situations, which he will discuss further with the City Manager. Council

Member Kuehne commended the League for hosting this educational and informative session.

Council Member Mounce expressed gratitude to Council Member Kuehne for the favorable comments regarding the League of California Cities, stating that, as the League Second Vice President, she will report to the board on his rewarding experience and the value cities are receiving in its education and advocacy opportunities. Council Member Mounce reported that she was participating in the meeting via teleconference due to the fact that she was in Southern California for a League meeting.

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

City Manager Schwabauer thanked the Public Works street crews, Police Department staff, Lodi Salvation Army, and the San Joaquin Sherriff's office for its efforts, hard work, compassion, and professionalism in addressing homeless encampments at several locations in Lodi. He participated in the effort and expressed his shock at the unsanitary conditions the group encountered, including needles and human waste strewn throughout the properties.

G. Public Hearings

G-1 Continued Public Hearing to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Wastewater Rates for Residential, Commercial, and Industrial Customers (PW)

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 continued public hearing to consider adopting resolution setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial, and industrial customers.

Public Works Director Wally Sandelin provided a PowerPoint presentation regarding pre-approved wastewater rates. Specific topics of discussion included background, rate adjustments, wastewater comparative rates, and rate comparisons with other agencies.

In response to Council Member Nakanishi, Mr. Sandelin stated that the primary reason for Lodi's higher wastewater rates, as compared to other communities, is that Lodi makes a monthly contribution into the wastewater infrastructure program, which many cities do not do but will need to consider in the future. Mr. Sandelin added that Lodi will complete its replacement infrastructure program in approximately two years.

In response to Mayor Johnson, Mr. Sandelin stated that wastewater service in the City of Sacramento is provided by Sacramento Regional Sanitation, and the treatment plant by Interstate 5 will undergo a $100 million upgrade in three years to bring it up to the same standards that Lodi has already achieved, which will increase Sacramento's wastewater rate to roughly $80 a month.

Mayor Johnson opened the public hearing for public comment. There being no public comments, Mayor Johnson closed the public hearing.

In response to Council Member Nakanishi, Mr. Sandelin stated that, historically, water and wastewater usage is similar as they are both tied to the cost of energy, salaries, and increased State oversight and unfunded mandates. With the drought and the 32 percent reduction in water usage, staff estimates a 10 percent reduction in water revenue, which will likely result in a similar reduction on the wastewater side.

Council Member Kuehne made a motion, second by Mayor Pro Tempore Chandler, to adopt Resolution No. 2015-116 setting pre-approved Engineering News Record adjustment index for wastewater rates for residential, commercial, and industrial customers.

VOTE:
The above motion carried by the following vote:
Ayes: Council Member Kuehne, Council Member Nakanishi, Mayor Pro Tempore Chandler, and

Mayor Johnson
Noes: Council Member Mounce
Absent: None

G-2 Public Hearing to Consider Resolution Adopting Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2015/16, and Ordering the Levy and Collection of Assessments (PW)

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 adopting the Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2015/16, and ordering the levy and collection of assessments.

Public Works Director Wally Sandelin provided a PowerPoint presentation on Landscape Maintenance Assessment District No. 2003-1. Specific topics of discussion included Fiscal Year 2015/16 budget and comparison of assessments. Mr. Sandelin pointed out that the formula for calculating the assessment was amended last year in order to provide equal service to all zones in the district and, after collapsing the zones, staff realized there was a reserve; therefore, the assessment amount will remain the same as last year's.

In response to Council Member Kuehne, Mr. Sandelin stated that the zones are scattered throughout the City, explaining that the District was created in 2003; each subdivision that had public landscaping improvements were added to the District, as required, at the time of final map; and there are zones on both the east and west sides of the city. In further response, Mr. Sandelin confirmed that the median on Highway 12 near Guild Avenue and the area on Kettleman Lane, in between Mills Avenue and Lower Sacramento Road, are for future improvements and are not yet assessed. Once the Community Facilities District (CFD) was established in 2007, the City discontinued annexing residential properties into the landscaping district and instead annexed property into the CFD for public services, not landscaping.

In response to Council Member Nakanishi, Mr. Sandelin stated that the reserve amount is approximately $200,000 and staff believes the assessment can be at this fixed level for several years.

Council Member Kuehne requested future discussion about reducing the assessment in light of the reserve level. Mayor Johnson suggested Council Member Kuehne meet with the City Manager to discuss the matter and bring it back to Council for discussion.

Mayor Johnson opened the public hearing for public comment.

In response to Maria Rosado, Mr. Sandelin stated there is no portion on Cherokee Lane included in the landscaping district. Ms. Rosado questioned how the trees and shrubs are handled and if there is an assessment on residents and business owners, to which Mr. Schwabauer explained that those properties located outside of the landscaping district or CFD do not pay anything for those services over and above the normal taxes and fees they already pay for City services.

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

Mayor Pro Tempore Chandler made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-117 adopting the Final Engineer's Annual Levy Report for Lodi Consolidated Landscape Maintenance Assessment District No. 2003-1, Fiscal Year 2015/16, and ordering the levy and collection of assessments.

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 Appointments to the Greater Lodi Area Youth Commission (Student Appointees), Library Board of Trustees, and Lodi Arts Commission; Re-Post for Remaining Vacancy on Lodi Arts Commission; and Post for Vacancy on Recreation Commission (CLK)

Council Member Kuehne made a motion, second by Mayor Pro Tempore Chandler, to make the following appointments and postings:

Appointments:
Greater Lodi Area Youth Commission (Student Appointees)
Christopher Anaforian, term to expire May 31, 2017
Karli Baumbach, term to expire May 31, 2017
Dominic Duran, term to expire May 31, 2017
Hope Lorentzen, term to expire May 31, 2017
Sanjay Shukla, term to expire May 31, 2016
Tasha Shukla, term to expire May 31, 2016

Library Board of Trustees
Caitlin Casey, term to expire June 30, 2018
Frankie Kooger, term to expire June 30, 2018

Lodi Arts Commission
Ben Burgess, term to expire July 1, 2018
Nancy Ahlberg Mellor, term to expire July 1, 2018
Sandi Walker-Tansley, term to expire July 1, 2018

Postings:
Lodi Arts Commission
One Vacancy, term to expire July 1, 2018

Recreation Commission
One Vacancy, term to expire December 31, 2016

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 Nakanishi made a motion, second by Council Member Kuehne, to approve the monthly Protocol Account Report through June 30, 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 Memorandum of Understanding between the City of Lodi and the Police Officers Association of Lodi for the Period January 1, 2015 through December 31, 2017 and Appropriating Funds ($426,611) (CM)

Deputy City Manager Jordan Ayers provided a presentation regarding the Memorandum of Understanding (MOU) with the Police Officers Association of Lodi and outlined the specifics of the agreement: three-year agreement through December 31, 2017; 3 percent cost of living adjustment (COLA) in year one retroactive to January 5, 2015, 2 percent COLA in year two, and 2 percent COLA in year three; Master Officer incentive pay of 3 percent; increase in Explosive Ordinance Detail incentive to 4.5 percent; increase in canine incentive to $152.25 per pay period; amending motors incentive from 1.2 hours of overtime per week to 4.5 percent; and officers assigned as School Resource Officers to receive holiday bank of 135 hours consistent with all other officers. Total cost of the MOU is $1.2 million, with a necessary appropriation of $426,000 for the 2014/15 and 2015/16 budget years. Mr. Ayers stated that funding comes from the reserve amount over the target reserve.

Council Member Mounce made a motion, second by Mayor Pro Tempore Chandler, to adopt Resolution No. 2015-118 approving the Memorandum of Understanding between the City of Lodi and the Police Officers Association of Lodi for the period January 1, 2015 through December 31, 2017 and appropriating funds in the amount of $426,611.

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-2 Adopt Resolution Approving Memorandum of Understanding between the City of Lodi and the Lodi Professional Firefighters for the Period January 1, 2015 through December 31, 2017 and Appropriating Funds ($359,319) (CM)

Deputy City Manager Jordan Ayers provided a presentation regarding the Memorandum of Understanding (MOU) with the Lodi Professional Firefighters and outlined the specifics of the agreement: three-year agreement through December 31, 2017; 3 percent cost of living adjustment (COLA) retroactive to January 5, 2015, 2 percent COLA in year two, and 2 percent COLA in year three; provide a bank of holiday hours for non-shift employees rather than following the City's fixed holiday; increase in Specialized Team incentive to 3.0 percent; change in the conversion formula from an hourly basis to a dollar value when converting leave accruals for employees who change from a 40-hour work week to a 56-hour work week; addition of a vacation accrual table for employees on a 40-hour schedule; elimination of past side-letter agreement and agreement to provide the same amounts as all other City employees who waive the City's health insurance; and agreement to re-open negotiations in the event that the premium for the lowest cost HMO increases 10 percent or more in calendar year 2016 or 2017.

Council Member Kuehne expressed appreciation to staff for their tremendous effort in negotiating employment contracts that are fair and reasonable.

Council Member Nakanishi made a motion, second by Council Member Mounce, to adopt Resolution No. 2015-119 approving the Memorandum of Understanding between the City of Lodi and the Lodi Professional Firefighters for the period January 1, 2015 through December 31, 2017 and appropriating funds in the amount of $359,319.

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-3 Introduce Ordinance Amending Lodi Municipal Code Title 15 - Buildings and Construction - by Repealing and Re-Enacting Chapter 15.65, "San Joaquin County Regional Transportation Impact Fee," in its Entirety (PW)

Public Works Director Wally Sandelin stated this action follows Council's earlier action on C-12 relating to the San Joaquin County Regional Transportation Impact Fee Program Operating Agreement by bringing the Lodi Municipal Code in sync with the new agreement.

Council Member Kuehne made a motion, second by Mayor Pro Tempore Chandler, to introduce Ordinance No. 1907 amending Lodi Municipal Code Title 15 - Buildings and Construction - by repealing and re-enacting Chapter 15.65, "San Joaquin County Regional Transportation Impact Fee," in its entirety.

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-4 Adopt Resolution of Intention to Establish the Lodi Tourism Business Improvement District and Setting Public Meeting for August 5, 2015, and Public Hearing for September 2, 2015; and Resolution Requesting Consent of the County of San Joaquin to Create the Lodi Tourism Business Improvement District (CM)

City Manager Schwabauer introduced the item pertaining to the Lodi Tourism Business Improvement District (LTBID), explaining that the LTBID currently exists under the Streets and Highways Code; the district will reform under a new set of codes; and the assessment amount will increase for those staying at area hotels from 3 percent to 4.5 percent.

Business Development Manager Adam Brucker provided a PowerPoint presentation on the LTBID. Specific topics of discussion included the recommended action, background on the LTBID, proposed changes, Parking and Business Improvement Area Law of 1989, Property and Business Improvement District Law of 1994, next steps, and boundary map.

In response to Mayor Pro Tempore Chandler, Mr. Brucker confirmed that the assessment to hotels would apply to the Lodi city limits and the San Joaquin County area specific to Flag City, but not to hotels and bed-and-breakfast establishments elsewhere in the County. In further response, Mr. Schwabauer explained that Flag City is a unique situation in which the County requested Lodi handle the treatment of wastewater at Flag City and the City agreed under the condition that Flag City be included in the LTBID because Visit Lodi!'s marketing efforts benefitted those hotels. Mayor Pro Tempore Chandler stated he would like to see Lodi capture the fee from lodgings within the unincorporated areas due to the benefits they receive from Visit Lodi! and the wine industry. Mr. Schwabauer stated he would look further into the matter.

In response to Mayor Pro Tempore Chandler, Deputy City Manager Jordan Ayers stated that the Finance Department issues transient occupancy tax (TOT) certificates and identifies potential customers who should be assessed the fee, including those who list rentals on websites, such as VRBO and Air B&B.

In response to Council Member Nakanishi, Mr. Brucker stated that the TOT would remain at 6 percent and the LTBID assessment is passed onto the hotel owners to pay for marketing efforts. The hotel visitor pays the LTBID assessment; however, it is the hotel owner's responsibility to pass the fee onto the customer. Mr. Schwabauer further explained that a hotel visitor would pay the advertised hotel rate in addition to the 6 percent TOT to the City and the additional 3 percent LTBID assessment, or 4.5 percent if this item passes, to Visit Lodi!. No

amount goes to the County.

In response to Council Member Kuehne, Mayor Pro Tempore Chandler explained that this item is voted on by the hotel property owners, who are the ones being assessed.

In response to Council Member Kuehne, Mr. Schwabauer stated that Visit Lodi! has two primary funding sources: the 3 percent LTBID fee and 19 percent of Lodi's 6 percent TOT funds. It has been his intention that the City no longer fund Visit Lodi!. Under this new structure, Lodi would retain the 19 percent of TOT for use at Council's discretion, and Visit Lodi! would have its own independent funding source. Council Member Kuehne requested an ordinance or resolution be adopted to earmark the 19 percent for beautifying Lodi, to which Mr. Schwabauer responded that the matter can be brought back to Council.

Council Member Mounce expressed appreciation to the City Manager for creating a method for Visit Lodi! to fund itself without relying on taxpayers, and she was hopeful to see what solutions the City Manager returns with regarding use of the money. She stressed the importance of investing in economic development and stated she was uncertain if beautification was the most appropriate use of the funds.

Mamie Starr, Chairperson of the Board for Visit Lodi!, expressed support for the formation of the LTBID and urged Council to adopt the resolution of intention in order to begin the process, which has multiple steps to reach completion.

In response to Council Member Nakanishi, Nichole Farley, Project Manager with Civitas, explained this is a self-assessment that businesses propose to fund a specific benefit, which is the continuation of promoting Lodi as a travel destination. The extra 4.5 percent on a room charge goes toward attracting more visitors to Lodi. Mr. Schwabauer added that the payment of this fee by hotels on a voluntary basis is not feasible because those who opt not to join would be receiving the benefits at no cost.

Mayor Pro Tempore Chandler made a motion, second by Council Member Kuehne, to adopt Resolution No. 2015-120 declaring intention to establish the Lodi Tourism Business Improvement District and setting a public meeting for August 5, 2015, and a public hearing for September 2, 2015; and Resolution No. 2015-121 requesting the consent of the County of San Joaquin to create the Lodi Tourism Business Improvement District.

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

J-1 Ordinance No. 1906 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Re-Enacting Section 13.20.315(C), 'Schedule EDR - Economic Development Rate,' to Re-Enact the Utility Rate Discount from September 1, 2015 to June 30, 2018" (CLK)

Council Member Nakanishi made a motion, second by Council Member Kuehne, (following reading of the title) to waive reading of the ordinance in full and adopt and order to print Ordinance No. 1906 entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Chapter 13.20 - Electrical Service - by Repealing and Re-Enacting Section 13.20.315(C), 'Schedule EDR - Economic Development Rate,' to Re-Enact the Utility Rate Discount from September 1, 2015 to June 30, 2018," which was introduced at a special meeting of the Lodi City Council held June 17, 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

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 8:46 p.m. in memory of Rowland Cheney, who passed away on June 25, 2015; David Akin, who passed away on June 27, 2015; and Bobby Renschler, who passed away on July 4, 2015.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, JULY 28, 2015

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, July 28, 2015, commencing at 7:00 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, City Attorney Magdich, and Deputy City Clerk Farris

NOTE: Council Member Nakanishi arrived at 7:02 a.m.

B. Topic(s)

B-1 Update on Library Operations / Construction of Homework Help Center (LIB)

Library Services Director Dean Gualco provided a PowerPoint presentation on the Library. Specific topics of discussion included an overview, 130-year anniversary of the Library, reasons a library is needed, vision for the Library, steps to achieve the vision, model of survival, Library by the numbers, ambitions for 2015/16, library card contest, current Children's Area, Leadership Lodi's involvement with the Children's Area, redesign of the Children's Area, need for Homework Help/Tutoring Room, current patio, future Homework Help Room, and cost and timeline of redesign.

In response to Council Member Mounce's comments regarding the recent Lodi News-Sentinel article concerning the removal of the California Room, Mr. Gualco stated that, unfortunately, there were a number of errors in the article: there are four librarians, not one; all of the material originally held in the California Room is still available to the public; and the name of the Library is not changing to the Educational Center. In further response, Mr. Gualco stated that the average monthly use of the California Room was two people, while the Computer Room is being utilized by about 500 people each month. He added that the room contains 15 new computers and extremely fast internet access. In response to Council Member Mounce, Mr. Gualco confirmed Comcast is the internet provider.

Council Member Nakanishi stated that he liked the California Room, it is important to remember Lodi history, the older generation is interested in the information, and the documents must be preserved. In response, Mr. Gualco reiterated that the documents are still stored in the same locked cabinets, they are now located adjacent to the former California Room, and the current use is a better utilization of the Library's limited space.

In response to Mayor Johnson, Mr. Gualco responded that tracking of ethnicity and library use by minorities is done on a limited basis. Tracking is required for the Homework Help Room, due to the use of Community Development Block Grant funds; however, it is done by visual checking and patrons are never asked about their ethnicity.

In response to Council Member Nakanishi, Literacy and Volunteer Manager Yvette Herrera responded that tutoring is done by volunteers. Ms. Herrera further responded that students are tutored on a drop-in basis, many parents are unable to help their students with homework due to limited literacy or being non-English speaking, anyone can volunteer to tutor, and most tutors are not professional educators.

In response to Mayor Pro Tempore Chandler, Mr. Gualco stated there will not be a loss of any book storage space in the Children's Area following the remodel, as all 60 shelves being removed from the window area have been redistributed.

Council Member Mounce acknowledged Library Board Trustee Charlene Martin who was in attendance and asked City Manager Steve Schwabauer to clarify the division of governance over the Library between the City Council and the Board of Trustees. Mr. Schwabauer stated that the Library was formed by the Council and the Council appoints Library Board Trustees; the Board oversees the Library Services Director and gives direction for management of the Library; aside from the Director, all other employees are managed by the City, not the Board; the Council decides how much money is budgeted from the General Fund for the Library; and the Board decides how funds are spent.

In response to Council Member Nakanishi, Mr. Schwabauer stated that the Library receives $1.3 million. Mr. Gualco added that another $30,000 in fees is received annually.

In response to Mayor Johnson, Mr. Gualco stated the Sullivan Room has been used for overflow for tutoring in the past, but the space is now being used for various programs. Mayor Johnson suggested a Library extension on the east side, either in a store front or in conjunction with Lincoln Technical Academy, with an emphasis on English as a second language and math. In response, Mr. Gualco stated that, ultimately, the decision will be made by the Council and the Library Board, but he personally felt that it was important to keep one central Library, rather than multiple sites. He reiterated that a central Library provides a gathering place for interaction, a sense of community, and exposure to different perspectives. Council Member Mounce expressed her strong agreement with that concept. Council Member Nakanishi also agreed with the concept but cautioned that funding must be kept in mind.

Mayor Johnson stated that if a central Library is maintained, efforts must be made to gauge the ethnic use of the facilities and to ensure that educational assistance is available to ethnic students who are struggling in school. In response, Mr. Gualco stated that plans for the future Teen Center call for the majority of the space to be devoted to tutoring.

In response to Council Member Nakanishi's suggestion regarding Lodi Unified School District involvement, Mr. Gualco stated he has met with the school principals and provided fliers for distribution to students regarding Library services, which has brought about an increase in attendance of students.

Myrna Wetzel expressed concern that the Library cards are maintained by an outside entity and are nullified if items are not checked out after a period of time. She suggested linking the cards to computer use as well. Mr. Gualco responded that all cards are locked every three years for address verification, regardless of use, and that the card is reactivated following verification. He further added that, due to privacy issues, a history of use is not associated with a card; once a book is returned, all record of the loan of that book is removed. In response to Ms. Wetzel's inquiry regarding guest readers, Mr. Gualco stated currently there are Paws programs, Story Time, and Spanish Story Time, but he would look into having volunteer guests come to read to children. In response to Ms. Wetzel's inquiry regarding adding a second floor to the Library due to limited available land, Mr. Gualco stated that would be an issue for the Board and Council to address; however, there is a concept plan for a two-story addition to the Lockeford Street side of the building.

Council Member Mounce shared a letter she received from Shelly Russo, an Animal Shelter volunteer, urging Council to convert the Shelter to a no-kill facility. Council Member Mounce acknowledged the progress made in reducing the euthanasia rates and the $20,000 reallocated from the defunct Enterprise Zone; however, she emphasized the importance of adding funds for spaying/neutering and expanding the facility, as even small areas of growth would decrease the number of animals euthanized.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 7:50 a.m.

ATTEST:

Pamela M. Farris
Deputy City Clerk

Exhibit C

LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, AUGUST 4, 2015

The August 4, 2015, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Jennifer M. Ferraiolo
City Clerk

AGENDA ITEM C-03

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Quarterly Report of Purchases between $10,000 and $20,000

MEETING DATE: August 19, 2015

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept Quarterly Report of Purchases between $10,000 and $20,000.

BACKGROUND INFORMATION: During the second calendar quarter of 2015, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through F.

Exh.	Date	Contractor	Project	Award Amt.
A	04/01/2015	Farwest	Portable Light Tower	$11,877.89
B	04/02/2015	MSA Systems, Inc	Ticket Writers	$12,369.32
C	04/14/2015	Econolite Group Inc.	Replacement Traffic Controller Cabinet	$15,147.00
D	06/10/2015	RMC Ray Morgan Co	City Hall Admin Copier	$17,834.04
E	06/11/2015	ERMCO	500 KVA Transformer	$10,621.80
F	06/18/2015	Sanborn Chevrolet	Detective Vehicle	$16,971.40

FISCAL IMPACT: Varies by project.

FUNDING AVAILABLE: All purchases were budgeted in the 2014-2015 Financial Plan.

Jordan Ayers
Deputy City Manager

Attachments

APPROVED: _____
Stephen Schwabauer, City Manager

EXHIBIT A

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**OTS Grant Light Tower**
DEPARTMENT:	**Police**
CONTRACTOR	**Farwest**
AWARD AMOUNT:	**$11,877.89**
DATE OF RECOMMENDATION:	**04/01/15**

BIDS OR PROPOSALS RECEIVED:

Farwest	$11,877.89
H&E Equipment Sales	$12,225.60
Wanco	$14,305.24

"NO BID" or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

The Lodi Police Department will be using OTS grant funds to purchase a light tower. The OTS grant includes $11,744 to spend on a portable light tower for DUI checkpoints. Farwest provided the lowest quote, which went only slightly over the total allotted for purchase ($133.89). The remainder of the purchase will be covered with general fund dollars.

FUNDING: 21499000.77020, 10032000.72359

Prepared by: Paula O'Keefe

Title: Management Analyst

Reviewed by:

EXHIBIT B

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Ticket Writers**
DEPARTMENT:	**Police**
CONTRACTOR	**MSA Systems, Inc**
AWARD AMOUNT:	**$12,369.32**
DATE OF RECOMMENDATION:	**4/2/15**

BIDS OR PROPOSALS RECEIVED:

MSA Systems, Inc.	**$12,369.32**
Duncan	$25,056.28
Cardinal Tracking	$26,816.32

"NO BID" or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

MSA Systems, Inc. provided the lowest bid. Two out of the three vendors provided quotes with additional information that was not requested relating to software, installation, and implementation/training, however when all three quotes were compared "apples to apples", MSA Systems, Inc provided the lowest bid. This purchase will be made through the use of OTS grant funds.

FUNDING: 21499000.77020

Prepared by: Paula O'Keefe

Title: Management Analyst

Reviewed by: _____

EXHIBIT C

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	Replacement Traffic Controller cabinet (M-Cab)
DEPARTMENT:	PUBLIC WORKS DEPT.
CONTRACTOR	Econolite Group Inc.
AWARD AMOUNT:	$15,147.00
DATE OF RECOMMENDATION:	04/14/2015

BIDS OR PROPOSALS RECEIVED:

ECONOLITE GROUP INC. $15,147.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

ECONOLITE GROUP INC. IS THE CITY OF LODI'S SOLE-SOURCE SUPPLIER FOR ALL TRAFFIC CONTROLLER/SIGNAL CABINETS. THIS TRAFFIC SIGNAL CABINET IS FOR THE CORNER OF HUTCHINS AND TOKAY STREET.

REQ#1155400

FUNDING: 50% TO 30156002.77030
50% TO PWST-0025.Const.MiscS&S

Prepared by: Shawn Tallerico

Title: SR. Storekeeper

Reviewed by: _____

EXHIBIT D

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Copier Purchase**
DEPARTMENT:	**Administration**
CONTRACTOR	**Ray Morgan Company**
AWARD AMOUNT:	**$17,834.04**
DATE OF RECOMMENDATION:	**6/10/15**

BIDS OR PROPOSALS RECEIVED:

Ray Morgan Company
Bid Amount $17,834.04

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Purchase of new color copier for Administration to replace aging black and white copier for which the manufacturing of maintenance and repair parts will be discontinued.

Pursuant to Lodi Municipal Code 3.20.045, this contract can be awarded to Ray Morgan Company in accordance with Shasta Union High School District Contract No. RFPSUHSD 477-2013 which was publicly awarded in accordance with their formally adopted bidding procedures. As such, no bidding quotes are necessary.

FUNDING: 10005000.72450

Prepared by: Elena Stoddard

Title: Administrative Clerk Confidential

Reviewed by: Jennifer M. Fenaroli

Purchase Order: 2150283

EXHIBIT E

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**500 KVA Transformer**
DEPARTMENT:	**Electric Utility**
CONTRACTOR	**ERMCO**
AWARD AMOUNT:	**$10,621.80**
DATE OF RECOMMENDATION:	**June 11, 2015**

BIDS OR PROPOSALS RECEIVED:

ERMCO	$9,835.00
ABB	$10,767.00
Howard Industries	$12,906.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The award amount is the ERMCO price of $9,83500 with the 8% sales tax added to it.

FUNDING: 500.13496

Prepared by: Thomas Dean

Title: Electric Materials Technician

Reviewed by: _____

Purchase Order No.

EXHIBIT F

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME:	**Detectives Vehicle Purchase**
DEPARTMENT:	**Police Department**
CONTRACTOR	**Sanborn Chevrolet**
AWARD AMOUNT:	**$16,971.40**
DATE OF RECOMMENDATION:	**06/18/15**

BIDS OR PROPOSALS RECEIVED:

Sanborn	$16,971.40
Autotrader	$20,412.00
Autotrader	$18,347.04

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Staff reviewed three comparable vehicles and found the 2012 Toyota Camry from Sanborn Chevrolet to be the best overall value. Vehicle has been inspected by MSC and no issues were found. After a thorough review of the Exception to Bid Procedure, the department believes it is in the City's best interest to purchase a pre-owned 2012 Toyota Camry from Sanborn Chevrolet.This vehicle will replace vehicle #05-087.

FUNDING: 40399100.77040

Prepared by: Paula O'Keefe

Title: Management Analyst

Reviewed by: _____

AGENDA ITEM C-04

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept the Quarterly Investment Report as Required by the City of Lodi Investment Policy

MEETING DATE: August 19, 2015

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept the quarterly investment report as required by the City of Lodi Investment Policy.

BACKGROUND INFORMATION: Government Code Section 53646 has been amended to no longer mandate this report on investments to the legislative body of the local agency. Nevertheless, it is encouraged, and the report is attached for City Council review.

The total of all invested funds as of the quarter ending June 30, 2015 is $86,212,409.73.
The average annualized return on all invested funds over the quarter is 0.29%.

The total earnings on all invested funds for FY 2014-15 is $306,464.78.
The average annualized return on all invested funds for FY 2014-15 is 0.51%.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Jordan Ayers
Treasurer

Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

CITY OF LODI
INTERNAL SERVICES DEPARTMENT
BUDGET DIVISION

June 30, 2015 Investment Statement

Investment:	Earnings for Qtr Ending 06/30/15:	Ending Balance:
Local Agency Investment Funds*		
37% of portfolio	0.29% interest earnings	31,944,790.44
	Subtotal LAIF	**31,944,790.44**
CalTRUST Investment Trust of California		
50.1% of portfolio		
Short-Term Account	0.36% interest earnings	12,094,431.70
Medium-Term Account	0.24% interest earnings	31,521,023.28
	Subtotal CalTRUST	**43,615,454.98**
Certificates of Deposit		
0.9% of portfolio		
Bank of Ag. & Comm (matures 3/8/16)	0.25% interest earnings	250,000.00
Central Valley Comm (matures 6/18/16)	0.20% interest earnings	250,000.00
F&M Bank (matures 11/03/15)	0.70% interest earnings	250,000.00
	Subtotal CDs	**750,000.00**
Passbook/Checking Accounts		
12% of portfolio		
Farmers & Merchants **	demand acct	1,746,081.81
Farmers & Merchants - Money Market	0.35% interest earnings	4,766,067.37
Farmers & Merchants - Payroll	demand acct	23,229.90
Farmers & Merchants - CP Money Market	0.35% interest earnings	3,366,785.23
	Subtotal P/C Accts	**9,902,164.31**
	TOTAL	**86,212,409.73**

Susan Bjork
Supervising Budget Analyst

8/6/15
Date

* In accordance with the terms of the Local Agency Investment Fund, invested funds may be utilized on the same day if the transaction is initiated before 10:00 a.m.

** This account carries a compensating balance required to obtain an earnings credit to offset service charges.

AGENDA ITEM C-05

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Well 10C Rehabilitation Project

MEETING DATE: August 19, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for Well 10C Rehabilitation Project.

BACKGROUND INFORMATION: Well 10C is located at 790 North Guild Avenue and was constructed in 2003. Since, the yield of the well has been reduced while the production of sand particles has increased. The City hired a contractor to remove the pump and perform video inspection in 2013. The video inspection shows the well casing is encrusted with scale which is restricting the well screen openings. The video also reveals more than 40 feet of silty type material at the bottom of the well.

The inspection of the pump equipment indicates sufficient wear and tear to warrant rebuilding the pump to restore the water production rate. This project employs mechanical and chemical means to clean the well casing of encrustation, remove debris from the bottom of the well, redevelop the well, and rebuild the pump equipment to restore the yield of the well. The City needs this water well to supplement peak hour demand and fire flows in the industrial area east of Highway 99. The water from the surface water treatment facility would not be able to supply the water to this part of the City especially during fire events.

This project consists of performing video inspection of the water well, cleaning the well casing, rehabilitating the well to restore capacity, inspecting and rebuilding (if necessary) the existing deep well turbine pump equipment, and other incidental and related work, all as shown on the plans and specifications for the project.

The plans and specifications are on file in the Public Works Department. The planned bid opening date is September 16, 2015. The project estimate is $95,000.

FISCAL IMPACT: This project will reduce the long term maintenance cost of the water well.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Lyman Chang, Senior Civil Engineer
FWS/LC/tb
cc: Deputy Public Works Director
Utility Superintendent
Senior Civil Engineer

APPROVED: _____
Stephen Schwabauer, City Manager

AGENDA ITEM C-06

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Approve Purchase of Replacement Backhoe from Papé Machinery Inc., of French Camp ($99,610)

MEETING DATE: August 19, 2015

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to approve the purchase of a replacement backhoe from Papé Machinery Inc., of French Camp in an amount not to exceed $99,610.

BACKGROUND INFORMATION: Lodi Electric Utility (LEU) maintains approximately 123 miles of overhead electric lines and 105 miles of underground electric lines as well as four substations, to deliver safe and reliable electric service to nearly 26,000 customers. To facilitate maintenance on the system in an efficient manner, LEU requires a fleet that is appropriately equipped and configured for specialized tasks that are unique to an electric utility environment. LEU currently utilizes a 1990 model year Case 580K backhoe for its earthwork needs and the Fleet Policy recommends this equipment be considered for replacement at seven years from its in-service date. As of today, LEU has been using this piece of equipment for 25 years and it has surpassed its useful service life and is in frequent need of repairs.

The backhoe as configured on attached Exhibit A will enable LEU staff to perform tasks efficiently and support LEU's ongoing efforts to provide safe and reliable electricity to the community. This backhoe will be a valuable asset to the utility and will provide versatility in its application; this piece of equipment can be used by all Construction and Maintenance Divisions for a wide array of tasks that require earthwork.

Staff recommends the purchase be made under the California Multiple Award Schedule (CMAS). Per Lodi Municipal Code §3.20.045 as well as Fleet Policies and Procedures, the bidding process may be waived when it is advantageous for the City to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures. Staff recommends the purchase of the backhoe using CMAS Contract Number 4-08-23-0022A, as specified on the attached Exhibit A.

CMAS Price	Estimated Tax	Tire Fee	Grand Total
$92,224.77	7,377.98	7.00	99,609.75

FISCAL IMPACT: Not to exceed $99,610.

FUNDING AVAILABLE: Included in FY2015/16 Capital Equipment Fund Account No. 50199000.77040.

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Charles J. Berry, Electric Utility Superintendent
EAK/CJB/lst

APPROVED: _____
Stephen Schwabauer, City Manager

07/20/15

EXHIBIT A

PAPÉ MACHINERY

City of Lodi
Electric Utilities
1331 South Ham Lane
Lodi, CA 95242-3995
Phone: (209) 333-6740

JOHN DEERE 310SL 2WD BACKHOE LOADER FT4
CMAS CONTRACT # 4-08-23-0022A

CODE	DESCRIPTION	LIST PRICE
0A70T	310SL BACKHOE LOADER	$ 112,506.00
1065	John Deere PowerTech PWL 4.5L (276 Cu. In.)	
	Engine Meets Final Tier 4 and Stage IV Emissions with Net Peak Power of 99 Hp.	$ 9,494.00
1700	JDLink Ultimate Cellular for the Americas, excluding Costa Rica	In Base Price
2401	English Decals with English Operator and Safety Manuals	In Base Price
3035	2 Wheel Drive with 5F/3R Powershift Transmission	($ 9,872.00)
2035	Cab	$ 12,889.00
8685	Dual Batteries With Disconnect and Jump Post	$ 529.00
6010	Standard Dipperstick	In Base Price
6210	No Auxiliary	In Base Price
5285	Pilot Controls, Two Lever, with Pattern Selection	$ 2,594.00
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	$ 1,276.00
5420	Multi-Brand Quick Coupler	$ 1,399.00
7080	Three-Function Loader Hydraulics, Single Lever	$ 3,181.00
8475	1000 Lb. (454 kg) Front Counterweight	$ 1,337.00
4446	Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 12PR Front	$ 64.00
7685	1.32 Cu. Yd. (1.0 Cu. M.), 92 in. (2.34 m) Wide Multipurpose Bucket	$ 6,910.00
9110	Ride Control	$ 1,935.00
9920	Exterior Rear View Mirrors (2)	$ 334.00
9919	Sun Visor	$ 92.00
9060	Front View Mirror	$ 80.00
9210	Left Side Console Storage with Cup Holders	$ 79.00
9965	Seat, Cloth Air-Suspension	$ 490.00
9905	Strobe Light	$ 572.00
9140	Heavy-Duty Backhoe Bucket Cylinder	$ 266.00
AT437340	BKH Pin-on Bucket 18 In. (457 mm) Heavy-Duty 5.1 Cu. Ft. (0.14 Cu. M.)	$ 1,216.00

JOHN DEERE LIST PRICE	$ 147,371.00
CMAS DISCOUNT (37.42%)	($ 55,146.23)
CMAS CONFIGURED PRICE	$ 92,224.77
SALES TAX (8.00%)	$ 7,377.98
CA TIRE RECYCLING FEE	$ 7.00
TOTAL CMAS SALES PRICE	**$ 99,609.75**

Standard Warranty: 12 months / unlimited hours full machine warranty

Brian Heavey
Territory Manager
Papé Machinery, Inc.
8621 S. El Dorado St.
French Camp, CA 95231
Cell: (209) 247-5317
bheavey@papemachinery.com

www.papemachinery.com

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO APPROVE THE
PURCHASE OF A JOHN DEERE 310SL 2WD BACKHOE
LOADER FT4 FROM PAPÉ MACHINERY, INC., OF
FRENCH CAMP; AND FURTHER AUTHORIZING THE
CITY MANAGER TO EXECUTE THE CONTRACT ON
BEHALF OF THE CITY OF LODI

==========

WHEREAS Lodi Electric Utility (LEU) maintains approximately 123 miles of overhead electric lines and 105 miles of underground electric lines, as well as four substations, to deliver safe and reliable electric service to nearly 26,000 customers; and

WHEREAS, to facilitate maintenance on the system in an efficient manner, LEU requires a fleet that is appropriately equipped and configured for specialized tasks that are unique to an electric utility environment; and

WHEREAS, LEU currently utilizes a 1990 model year Case 580K backhoe for its earthwork needs and the Fleet Policy recommends this equipment be considered for replacement at seven years from its in-service date; and

WHEREAS, as of today, LEU has been using this piece of equipment for 25 years and it has surpassed its useful service life and is in frequent need of repairs; and

WHEREAS, a John Deere 310SL 2WD Backhoe Loader FT4, as configured on Exhibit A attached hereto, will enable LEU staff to perform tasks efficiently and support LEU's ongoing efforts to provide safe and reliable electricity to the community; and

WHEREAS, this backhoe will be a valuable asset to the utility and will provide versatility in its application; this piece of equipment can be used by all Construction and Maintenance Divisions for a wide array of tasks that require earthwork; and

WHEREAS, staff recommends the purchase be made under the California Multiple Award Schedule (CMAS); and

WHEREAS, per Lodi Municipal Code §3.20.045, as well as Fleet Policies and Procedures, the bidding process may be waived when it is advantageous for the City to use contracts that have been awarded by other California public agencies, provided that their award was in compliance with their formally-adopted bidding or negotiation procedures; and

WHEREAS, staff recommends that the City Council authorize the City Manager to approve the purchase of a John Deere 310SL 2WD Backhoe Loader FT4, utilizing CMAS Contract Number 4-08-23-0022A, as specified in Exhibit A attached hereto, and made a part of this Resolution, in an amount not to exceed $99,610.

CMAS	Estimated Tax	CA Tire Recycling Fee	Grand Total
$92,224.77	$7,377.98	$7.00	$99,609.75

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to approve the purchase of a John Deere 310SL 2WD Backhoe Loader FT4, utilizing CMAS Contract Number 4-08-23-0022A, as specified in Exhibit A attached hereto and made a part of this Resolution, from Papé Machinery, Inc., of French Camp, California, in an amount not to exceed $99,610; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi.

Dated: August 19, 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 August 19, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

07/20/15

EXHIBIT A

PAPÉ MACHINERY

City of Lodi
Electric Utilities
1331 South Ham Lane
Lodi, CA 95242-3995
Phone: (209) 333-6740

JOHN DEERE 310SL 2WD BACKHOE LOADER FT4
CMAS CONTRACT # 4-08-23-0022A

CODE	DESCRIPTION	LIST PRICE
0A70T	310SL BACKHOE LOADER	$ 112,506.00
1065	John Deere PowerTech PWL 4.5L (276 Cu. In.)	
	Engine Meets Final Tier 4 and Stage IV Emissions with Net Peak Power of 99 Hp.	$ 9,494.00
1700	JDLink Ultimate Cellular for the Americas, excluding Costa Rica	In Base Price
2401	English Decals with English Operator and Safety Manuals	In Base Price
3035	2 Wheel Drive with 5F/3R Powershift Transmission	($ 9,872.00)
2035	Cab	$ 12,889.00
8685	Dual Batteries With Disconnect and Jump Post	$ 529.00
6010	Standard Dipperstick	In Base Price
6210	No Auxiliary	In Base Price
5285	Pilot Controls, Two Lever, with Pattern Selection	$ 2,594.00
5656	24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	$ 1,276.00
5420	Multi-Brand Quick Coupler	$ 1,399.00
7080	Three-Function Loader Hydraulics, Single Lever	$ 3,181.00
8475	1000 Lb. (454 kg) Front Counterweight	$ 1,337.00
4446	Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 12PR Front	$ 64.00
7685	1.32 Cu. Yd. (1.0 Cu. M.), 92 in. (2.34 m) Wide Multipurpose Bucket	$ 6,910.00
9110	Ride Control	$ 1,935.00
9920	Exterior Rear View Mirrors (2)	$ 334.00
9919	Sun Visor	$ 92.00
9060	Front View Mirror	$ 80.00
9210	Left Side Console Storage with Cup Holders	$ 79.00
9965	Seat, Cloth Air-Suspension	$ 490.00
9905	Strobe Light	$ 572.00
9140	Heavy-Duty Backhoe Bucket Cylinder	$ 266.00
AT437340	BKH Pin-on Bucket 18 In. (457 mm) Heavy-Duty 5.1 Cu. Ft. (0.14 Cu. M.)	$ 1,216.00

JOHN DEERE LIST PRICE	$ 147,371.00
CMAS DISCOUNT (37.42%)	($ 55,146.23)
CMAS CONFIGURED PRICE	$ 92,224.77
SALES TAX (8.00%)	$ 7,377.98
CA TIRE RECYCLING FEE	$ 7.00
TOTAL CMAS SALES PRICE	**$ 99,609.75**

Standard Warranty: 12 months / unlimited hours full machine warranty

Brian Heavey
Territory Manager
Papé Machinery, Inc.
8621 S. El Dorado St.
French Camp, CA 95231
Cell: (209) 247-5317
bheavey@papemachinery.com

www.papemachinery.com

AGENDA ITEM C-07

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Awarding Contract for School Street Tree Well LED Light Retrofit Project Lodi Avenue to Locust Street to RSW Construction, of Highland ($85,575)

MEETING DATE: August 19, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution awarding contract for School Street Tree Well LED Light Retrofit Project Lodi Avenue to Locust Street to RSW Construction, of Highland in the amount of $85,575.

BACKGROUND INFORMATION: At the April 15, 2015 meeting, City Council authorized the purchase of 139 LED up-lights for School Street. The fixtures have been received at Municipal Utilities Services and are waiting for installation.

The Project will complete the installation of 139 LED tree well light fixtures, relocate 36 electrical outlets, and associated work on School Street between Lodi Avenue and Locust Street.

Plans and specifications for this project were approved on June 17, 2015. The City received the following six bids for this project on July 16, 2015.

Bidder	Location	Bid
Engineer's Estimate		$ 115,000.00
RSW Construction	Highland	$ 85,575.00
Alpha Electric	Sacramento	$ 106,760.00
Wilkinson Electric	Oakdale	$ 111,037.25
St. Francis Electric	San Leandro	$ 113,428.00
Bockmon & Woody	Stockton	$ 116,750.00
D.L. Payne, Inc.	Lodi	$ 126,266.00

Alpha Electric did not include the required receipt of addenda form.
The estimated total project budget is provided in the table below.

Budget Item	Budget
Construction	
Construction Contract	$85,575
Project Management (City Staff)	$5,000
Testing & Inspection	$5,000
Construction Total	**$95,575**
Contingency	$10,425
Project Total Budget	**$106,000**

FISCAL IMPACT: The LED fixtures cost less to own and operate than replacing the current fixtures with like fixtures.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Public Benefits (50465100.72920)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/tb

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and RSW 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 2006 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	
Exhibits	

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

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

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

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

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

Perform the work necessary to remove 139 uplight fixtures, install 139 LED uplight fixtures purchased by the City; relocate 36 treewell electrical receptacles, and other incidental and related work, all as shown on the plans and specifications for the above project.

For additional bid item descriptions refer to Section 6-07 "Description of Bid Items".

CONTRACT ITEMS

Base Bid Items

Item	Description	Qty	Unit	Unit Price	Total
1	Installation of 123 LED Tree Well Uplights	123	EA	$425	$52,275
2	Installation of LED Uplights at Lodi Avenue Gateway Arch	16	EA	$425	$6,800
3	Relocation of Existing Electrical Receptacle	36	EA	$500	$18,000
4	All Other Items	1	LS	$8,500	$8,500

TOTAL CONTRACT $ 85,575

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 **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.

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
_____	By:_____ Stephen Schwabauer City Manager
By:_____	Date:_____
	Attest
_____ Title	_____ City Clerk
(CORPORATE SEAL)	Approved As To Form
	_____ Janice D. Magdich City Attorney

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
THE CONTRACT FOR THE SCHOOL STREET TREE WELL
LED LIGHT RETROFIT PROJECT, LODI AVENUE TO
LOCUST STREET, TO RSW CONSTRUCTION, OF HIGHLAND

==========

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 July 16, 2015, at 11:00 a.m., for the School Street Tree Well LED Light Retrofit Project, Lodi Avenue to Locust Street, described in the plans and specifications therefore approved by the City Council on June 17, 2015; and

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

Bidder	**Bid**
RSW Construction	$ 85,575.00
Alpha Electric	$ 106,760.00
Wilkinson Electric	$ 111,037.25
St. Francis Electric	$ 113,428.00
Bockmon & Woody	$ 116,750.00
D. L. Payne, Inc.	$ 126,266.00

WHEREAS, staff recommends awarding the contract for the School Street Tree Well LED Light Retrofit Project to the low bidder, RSW Construction, of Highland, California, in amount not to exceed $85,575.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the School Street Tree Well LED Light Retrofit Project, Lodi Avenue to Locust Street, to the low bidder, RSW Construction, of Highland, California, in an amount not to exceed $85,575; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi.

Dated: August 19, 2015

==========

I hereby certify that Resolution No. 2015-____ was passed and adopted by the Lodi City Council in a regular meeting held August 19, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-08

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for White Slough Water Pollution Control Facility Farm Irrigation Improvements – Phase 1

MEETING DATE: August 19, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for White Slough Water Pollution Control Facility Farm Irrigation Improvements – Phase 1.

BACKGROUND INFORMATION: The project was awarded to Knife River Construction, of Stockton, on March 18, 2015, in the amount of $415,213. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

As part of the summer operation at White Slough Water Pollution Control Facility (WSWPCF), treated wastewater is pumped into a series of pipes and ditches to irrigate approximately 900 acres of farmland. There were multiple incidents in 2014 and 2015 when the concrete ditch along Thornton Road overloaded with irrigation water and spilled into the County right-of-way. As required, the overflow events were reported to the Central Valley Regional Water Quality Control Board (CVRWQCB). The CVRWQCB issued a Notice of Violation requiring the City to take action to eliminate future overflow events. The City was not fined for the events because this project was already in the planning and design phases. Had this project not been completed in a timely manner, future overflows would likely have resulted in significant fines.

In order to eliminate future spills, this project removed 3,770 feet of concrete ditch and replaced them with 1,040 feet of 36-inch pipe and 2,730 feet of 30-inch pipe. These pipes were designed to accommodate existing irrigation needs and future expansions.

During construction, the City requested that the contractor clean and patch the joints of another concrete ditch on the property. This ditch had minor seepage through various joints along the canal that had previously been patched by City staff. The seepage from this ditch was not a violation being that it is completely onsite (and away from any public right-of-way), however the nuisance water was beginning to cause erosion issues.

The contract completion date was June 26, 2015, and the actual completion date was July 17, 2015. The final contract price was $429,365. The difference between the contract and the final price and completion dates was due to the cleaning and sealing of the joints of the separate concrete ditch.

APPROVED: _____
Stephen Schwabauer, City Manager

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

FISCAL IMPACT: This project will reduce potential discharge fines and will reduce future expansion costs.

FUNDING AVAILABLE: This project was funded by Wastewater Capital (53199000.77020).

F. Wally Sandelin
Public Works Director

Prepared by: Sean Nathan, Associate Civil Engineer
FWS/SN/tb
cc: Utilities Superintendent

AGENDA ITEM C-09

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Service Agreement with Granicus, Inc., of Denver, Colorado, for Renewal of Granicus Solution and Addition of Boards and Commissions Software and Managed Services ($26,231 Annually) and Authorizing the City Manager to Execute Extensions

MEETING DATE: August 19, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Service Agreement with Granicus, Inc., of Denver, Colorado, for renewal of Granicus Solution and addition of boards and commissions software and managed services in the amount of $26,231 annually and authorizing the City Manager to execute extensions.

BACKGROUND INFORMATION: Since 2008, Granicus, Inc., has provided Granicus Solution, the software and managed services the City Clerk's Office utilizes for Council agendas and minutes. It is now time to renew the current contract.

Additionally, the City Clerk's Office currently manually maintains all paperwork in relation to membership, expiration of terms, resignations, recruitment, eligibility, and appointments of the 14 City boards, commissions, and committees. Granicus, Inc., offers an add-on package to facilitate the management of boards and commissions. In addition to simplifying the labor-intensive process of managing the required paperwork for these groups, the Granicus program also provides for an on-line application utilizing the City's website, increasing the ease of the application process; promotes vacant board and commission positions on the City's website and across social networks; auto-generates communications and follow-up for all steps of the application and appointment process; and provides monitoring capabilities and alerts for term expirations and vacancies. Cities utilizing the program have seen an increase in applications, as well as greater diversity in the applicant pool.

Staff recommends that the City Manager be authorized to execute a three-year Services Agreement and annual extensions for Granicus Solution and the additional boards and commissions software and managed services until such time that the City discontinues the service, subject to the annual cost not exceeding the sum of $30,000.

FISCAL IMPACT: Funds are budgeted in the City Clerk Operations budget.

FUNDING AVAILABLE: City Clerk Operating Fund (10005000.72313)

_____
Jordan Ayers, Deputy City Manager

_____
Jennifer M. Ferraiolo
City Clerk

JMF/pmf

APPROVED: _____
Stephen Schwabauer, City Manager

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement"), dated as of June 18, 2015 (the "Effective Date"), is entered into between Granicus, Inc. ("Granicus"), a California Corporation, and City of Lodi, a Municipal Corporation (the "Client"). Additional definitions of capitalized terms used herein are set forth in Section 12 hereof.

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) continue with Client's existing solution as described in the Current Solution document, which is attached as Exhibit B, and incorporated herein by reference, (iii) engage Granicus to integrate its Granicus Software onto the Client Website, (iv) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (v) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibits A and B.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibits A and B. Managed Services shall mean the services provided by Granicus to Client as detailed in Exhibits A and B. Managed Services Fee shall mean the monthly cost of the Managed Services, as detailed in Exhibits A and B.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Proposal and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work, including Client's work with its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with the functionality and features as described in the Proposal

for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

3. PAYMENT OF FEES

3.1 Client agrees to pay all fees, costs and other amounts as outlined in the Proposal in Exhibit A.

3.2 Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of that product. Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined under Section 3.3 below. Client will be invoiced a pro-rated amount from the completion of delivery through the end of the year. Thereafter, Client will be billed, in advance, each January 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

3.3 For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is delivered and deemed by Granicus to be ready for Client's use. For Legistar, delivery is complete once the Hardware and Software are installed and deemed by Granicus to be ready for Client's use. Upon Granicus Hardware and/or Software delivery, Client will have fifteen (15) days to notify Granicus of any issues or problems. If Client notifies Granicus within such fifteen-(15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

3.4 Granicus, Inc. shall send all invoices to:

Name: Jennifer Ferraiolo
Title: City Clerk
Address: City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

3.5 Upon each yearly anniversary during the term of this Agreement (including both the initial term and all renewal terms), the Granicus Managed Service Fees shall automatically increase from the previous Managed Service Fees by five (5) percent per annum.

3.6 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased training must be completed within ninety (90) days of the date of the project kickoff call. Any purchased training not used during this ninety (90) day period will expire. If Client feels that it is necessary to obtain more training after the initial ninety (90) day period, Client may purchase additional training at that time.

3.7 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted pursuant to Section 5.2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each Party grants to the other a non-exclusive, non-transferable (other than as

provided in Section 5 hereof), limited license to use the other Party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other Party's Trademarks shall be subject to the prior written approval of such other Party, which approval shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data), or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the total amount of Managed Services Fees paid by Client under this Agreement for the six (6) month period prior to the date the claim arose, regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information of the other Party. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.2 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) if permitted by applicable law, notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for thirty-six (36) months after the date hereof. This Agreement shall automatically renew in perpetuity for terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

(c) Client shall refer to Exhibit E for the four (4) termination/expiration options available regarding Content.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6., 7, 8.2, 11, and 12 of the Agreement, and applicable provisions of the exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the termination or expiration options regarding Content as set forth on Exhibit E, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may terminate this Agreement and refund any prepaid fees to Client for which it has not received the services.

10. INTERLOCAL AGREEMENT.

10.1 This Agreement may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use, including the products and services and fees applicable thereto. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

11. MISCELLANEOUS.

11.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

11.2 Governing Law. The laws of the State of California shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

11.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

11.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

11.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

11.6 Closed Captioning Services. Client and Granicus may agree that a third party will provide closed captioning or transcription services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

12. DEFINITIONS. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

12.1 "Confidential Information" shall mean all proprietary or confidential information disclosed or made available by either party pursuant to this Agreement, directly or indirectly, in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection), that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material); provided, however, that Confidential Information shall not include the Content that is to be published on the Client Website.

12.2 "Content" shall mean any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Client to Granicus.

12.3 "Client Website" shall mean the Client's existing websites.

12.4 "Granicus Application Programmatic Interface" shall mean the Granicus interface which is used to add, update, extract, or delete information in MediaManager.

12.5 "Granicus Solution" shall mean the Solution detailed in the Proposal, which may include Granicus Software, Installation and Training, Managed Services, and Hardware, as specified in Exhibit A.

12.6 "Granicus Software" shall mean all software included with the Granicus Solution as specified in the attached Proposal that may include but is not limited to: MediaManager™ (includes Uploader, Software Development Kit, and Podcasting Services), MinutesMaker™ (includes LiveManager), MobileEncoder™, VotingSystem™ (includes Public Vote Display).

12.7 "Hardware" shall mean the equipment components of the Granicus Solution, as listed in Exhibit A.

12.8 "Managed Services" shall mean the services provided by Granicus to Client for bandwidth usage associated with live and archived Internet streaming, data storage, and Granicus Solution maintenance, upgrades, parts, customer support services, and system monitoring, as detailed in the Proposal attached as Exhibit A.

12.9 "Managed Services Fee" shall mean the monthly cost of the Managed Services, as specified in Exhibit A.

12.10 "Meeting Body" shall mean a unique board, commission, agency, or council body comprised of appointed or elected officials that meet in a public capacity with the objective of performing decisions through a democratic voting process (typically following Robert's Rules of Order). Two or more Meeting Bodies may be comprised of some or all of the same members or officials but may still be considered separate and unique Meeting Bodies at Granicus' sole discretion. For example, committees, subcommittees, city councils, planning commissions, parks and recreation departments, boards of supervisors, school boards/districts, and redevelopment agencies may be considered separate and unique individual Meeting Bodies at Granicus' sole discretion.

12.11 "Proposal" shall mean the document where the Granicus Solution that is the object of this Agreement is described along with pricing and training information.

12.12 "Representatives" shall mean the officers, directors, employees, agents, attorneys, accountants, financial advisors and other representatives of a party.

12.13 "Trademarks" shall mean all trademarks, trade names and logos of Granicus and Client that are listed on Exhibit D attached hereto, and any other trademarks, trade names and logos that Granicus or Client may specify in writing to the other party from time to time.

This Agreement consists of this Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

Exhibit A:	Proposal
Exhibit B:	Current Solution
Exhibit C:	Support Information
Exhibit D:	Hardware Exhibit
Exhibit E:	Trademark Information
Exhibit F:	Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

By: _____

Jason Fletcher

Its: Chief Executive Officer

Address:

707 17th Street, Suite 4000

Denver, CO 80202

CITY OF LODI, A MUNICIPAL CORPORATION

By: _____

Name: _____

Its: _____

Address:

Date: _____

Approved as to form _____
City Attorney

GRANICUS

Lodi Boards and Commissions 2/18/2015

PRESENTED BY: Ahmad Abderrahim, Granicus

PRESENTED TO: Lodi

DELIVERED ON: June 16, 2015

Exhibit A

COPYRIGHT © 2014 GRANICUS, INC.

© 2015 Granicus, Inc.
707 17th Street, Suite 4000, Denver, CO 80202

GRANICUS

Pricing Breakdown for your Solution

Software as a Service			
Name	**Qty**	**Unit (Monthly)**	**Total (Monthly)**
Boards and Commissions	1 Package	$500.00	$500.00
	Total Software Monthly Cost:		**$500.00**

Total Upfront Cost:	$0.00
Total Monthly Cost:	$500.00

© 2015 Granicus, Inc.
707 17th Street, Suite 4000, Denver, CO 80202

© 2015 Granicus, Inc.
707 17th Street, Suite 4000, Denver, CO 80202

Granicus® Open Platform

The Granicus® Open Platform is the cloud-based foundation for all Granicus applications. It allows government organizations to manage and store an unlimited amount government public meeting data. It is the core of our content management, administration and distribution tools and includes free access to our APIs and SDKs, helping you seamlessly connect your Granicus solution to systems in place. The Granicus Platform includes the ability to upload and publish content including videos and documents. Click here (http://www.granicus.com/Solutions/Granicus-Open-Platform.aspx) for more information on the Granicus Open Platform.

- Unlimited content storage and distribution
- Open architecture and SDK
- Archived video editing and indexing
- Citizen web portal
- Live and on-demand streaming to mobile devices
- Create a paperless agenda environment with iLegislate® for the iPad

© 2015 Granicus, Inc.
707 17th Street, Suite 4000, Denver, CO 80202

GRANICUS

Boards & Commissions

The Boards and Commissions app is designed to help government agencies easily manage government body appointments, vacancies, and citizen applications online. Now, the public can easily see what boards and commissions exist and take the opportunity to apply for open seats quickly from the web.

Traditionally, applying for boards and commissions is a paper-heavy and labor intensive process involving a lot of emails, phone calls, public notices, multiple systems and ongoing coordination throughout the year for governing bodies. This application simplifies the entire administrative process with online appointment workflows. There are even automated email form letters, and website widget builders to save time in the recruitment process.

Some of the key features it includes:

- Easily publish and promote open vacancies on their website and across social networks
- Customize and design your citizen application template and leverage a seamless integration to any government website
- Filter and qualify applicants using simple and effective search tools
- Auto-generate communications and follow up for all steps of the application & appointment process
- Intelligent dashboard for monitoring terms and vacancies with built in alert system
- Integrates seamlessly with Granicus' Legislative Management toolset

© 2015 Granicus, Inc.
707 17th Street, Suite 4000, Denver, CO 80202

GRANICUS

BOARDS AND COMMISSIONS

Customer Implementation Plan

A Granicus Boards & Commissions implementation consists of three phases. The tasks in the first phase rely heavily on the collection and delivery of various data from the customer. In the second phase, the ownership of tasks shifts to Granicus, as this is the stage where the data provided by the customer is used to install and configure the actual Boards & Commissions application. The third and final phase consists of a joint collaboration between the customer and Granicus to validate the various Boards & Commissions configurations, and to introduce the available training and customer care resources.

Timeline	Task	Description	Task Owner	Date
Week 0	Client gathers and sends initial files	Board Custom Details to track Users (Name, Emails) Internal Tracking details for applicants Member Roster in Excel Current Applicants in Excel	Client	TBD
Week 1	Deploy Boards and Commissions application	Installation of Boards and Commissions App on client's Granicus Platform.	Granicus Project Manager	TBD
Week 1	Application setup	Create Application Add Custom Board Details Add Custom Internal Tracking Set up initial 'widgets'	Granicus Designer	TBD
Week 1	Email main client contact with initial setup complete	Client main contacts have access to the application	Granicus Project Manager	TBD
Week 1	Import data	If client provided boards, board rosters and citizen applicants, import data into system	Granicus Data Manager	TBD
Week 1	Boards and Commissions Users Training & Introduction	Email users with training program and links to the application	Granicus Project Manager	TBD
Week 2	Validation Call	Group call with main B&C users, webmaster and IT for application review & checkoff	Granicus Project Manager	TBD

© 2015 Granicus, Inc.
707 17th Street, Suite 4000, Denver, CO 80202

Granicus Differentiators

- World's most experienced provider of government transparency, citizen participation, meeting efficiency, and legislative management solutions with:
    - Over 1,000 clients in all 50 states, at every level of government
    - Over 31 million government webcasts viewed
    - More than 265,350 government meetings online
- First fully integrated legislative workflow management system for local government
- Open API architecture and SDK allow for seamless integrations with systems already in place
- Certified integrations provide flexibility and choice of agenda workflow solutions
- Exclusive provider of the iLegislate iPad application that allows users to review agendas and supporting materials, bookmark and take notes on items, stream archived videos, and review community feedback
- Only government webcasting service to provide encoding, minutes annotation, transcription, and closed captioning services
- Truly unlimited storage and distribution for all meeting bodies and non-meeting content
- Indefinite retention schedules for all archived meeting and non-meeting content
- Only provider of both government webcasting and citizen engagement services
- 24/7/365 customer service and support
- 97% customer satisfaction rating, 98.5% client retention rating
- One of the 100 companies that matter most in online video by Streaming Media magazine
- Ranked 185 on Deloitte 500 fastest growing companies
- Ranked 419 on Inc 500 fastest growing companies
- Client Success stories are available here: http://www.granicus.com/customers/case-studies/

© 2015 Granicus, Inc.
707 17th Street, Suite 4000, Denver, CO 80202

Proposal Terms and Conditions

- Sales tax may apply depending on your organization's tax status and the tax laws unique to your state, county and/or municipality

- Clients who have completed a contest entry form and enter into an agreement with Granicus (with a minimum three (3) year term) to purchase Granicus' Boards and Commissions Application before June 30, 2015, qualify for a one-time promotion. As part of this promotion, two (2) Grand Prize winners will receive Monthly Managed Service Fees ("MMS") at no cost to the Client for a full year (12 months), with runners-up receive a 10-percent discount off MMS pricing for a full year (12 months). Discounted billing for Monthly Managed Services will start after deployment has been completed**. The MMS pricing will revert to one hundred percent (100%) of the regular price after the initial 12-month period. Up-front costs are not affected by this promotion. Monthly Managed service fees on Client's current services are not affected by this promotion. This promotion cannot be used in conjunction with any other discount or promotion for Boards and Commissions.

  **In an effort to ensure our customers leverage this promotion in the most advantageous way, it's imperative that project pre-requisites are completed prior to the start of the project. Your sales representative and your sales engineer will work with you in gathering the necessary items such as: technical requirements and preparation, primary users and leads contacts, workflow definitions, document template assessments. Other pre-requisite items may be required depending on the solution. Your Granicus representative(s) will determine these requirements.

  Granicus has seen historically that the contracting phase of the agreement tends to take the most time. Please note that your project cannot begin deployment until both parties has signed and agreed on the contract.

  For Boards and Commissions, deployment is complete once the software has been provisioned and configured by Granicus based on technical scope and workflow definitions determined throughout the implementation process. The software is considered deployed once all software is installed which occurs prior to customer training.

© 2015 Granicus, Inc.
707 17th Street, Suite 4000, Denver, CO 80202

EXHIBIT B

CURRENT SOLUTION

The current Granicus solutions used by the City of Lodi include:

- Open Platform
- Government Transparency
- Meeting Efficiency

City of Lodi pays the following monthly managed service fee:

$1,685.89/month

[The remainder of this page is left blank intentionally.]

EXHIBIT C

SUPPORT INFORMATION

1. Contact Information. The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) Mailing Address. Mail may be sent to the support staff at Granicus headquarters, located at 707 17th Street, Suite 4000, Denver, CO 80202.

(b) Telephone Numbers. Office staff may be reached from 5:00 AM to 5:00 PM Pacific time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1.

(c) Internet and E-mail Contact Information. The website for Granicus is http://www.granicus.com. E-mail may be sent to the support staff at customercare@granicus.com.

2. Support Policy. When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

3. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least three (3) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

4. Software Enhancements or Modifications. The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications ("Modifications") into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Agreement, Granicus and Client will use commercially reasonable efforts to enter into a written scope of work ("SOW") setting forth the Modifications to be done, the timeline to perform the work and the fees and costs to be paid by Client for the work.

4.1 Documentation. The SOW will include a detailed requirements and detailed design document illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such Modifications shall become part of the licensed Granicus Software.

4.2 Acceptance. Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Delivery of the software containing the Modifications shall be complete once such software is delivered and deemed by Granicus to be ready for Client's use. Client will have fifteen (15) days after delivery of the Modifications to notify Granicus

of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

4.3 Title to Modifications. All such Modifications shall be the sole property of the Granicus.

5. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALLY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

EXHIBIT D

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Agreement between Granicus and Client, for the Hardware components of the Granicus Solution (the "Hardware") provided by Granicus to Client. This exhibit is an additional part of the Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Agreement.

1. Price. The price for the Hardware shall be the price specified in the Proposal.

2. Delivery. Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."

3. Acceptance. Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.

4. Service Response Time. For hardware issues requiring replacement, Granicus shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client's responsibilities will include:

   a. Mount server on client rack (if applicable)

   b. Connecting original network cables.

   c. Connecting original audio and video cables (if applicable).

5. LIMITATION OF LIABILITY. GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS' LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.

6. Hardware. In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above-mentioned services under Client's acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus' intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not guaranteed.

7. Remote Accessibility. Granicus leverages remote access tools such as Logmein for installation and ongoing maintenance of Granicus software. These tools are designed to provide Granicus technicians with necessary information to diagnose and resolve software problems. Should the Client decide to decline these remote tools, Granicus cannot guarantee optimal level of service due to limited access to Granicus Hardware. Client understand that should they decide to use internal methods of access, such as VPN, Client may need to assist Granicus technicians for remote accessibility during business hours as well as after hours in the event Granicus technicians are unable to access remote Granicus systems.

8. Purchased Hardware Warranty. For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials.

9. Use of Non-Approved Hardware. The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.

10. Client Changes to Hardware Prohibited. Client shall not install any software or software components that have not been agreed upon in advance between Client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

EXHIBIT E

TRADEMARK INFORMATION

Granicus Registered Trademarks ® Include:

Granicus logo as a mark
Granicus®
Legistar®
MediaVault®
MinutesMaker®
Mobile Encoder®
Outcast Encoder®
StreamReplicator®

Granicus Trademark Names ™ Include:

CivicIdeas™
iLegislate™
InSite™
Integrated Public Record™
Intelligent Routing™
LinkedMinutes™
LiveManager™
MediaCenter™
MediaManager™
MediaVault™
MeetingMember™
MeetingServer™
Simulcast Encoder™
VoteCast™
VoteCast™ Classic
VoteCast™ Touch

For an updated list of Granicus registered trademarks, trademarks and servicemarks, please visit: http://www.granicus.com/help/legal/copyright-and-trademark/.

Client Trademarks

None

EXHIBIT F

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination or expiration of the Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to Client at Granicus' actual cost, which shall not be unreasonable.
- Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at anytime.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days, or whenever transfer of content is completed, whichever is later.

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT WITH GRANICUS, INC., FOR RENEWAL OF MANAGED SERVICES AND SOFTWARE FOR GRANICUS SOLUTION AND ADDITION OF BOARDS AND COMMISSIONS PROGRAM, AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE EXTENSIONS

==========

WHEREAS, since 2008, Granicus, Inc., has provided Granicus Solution, the software and managed services the City Clerk's Office utilizes for Council agendas and minutes; and it is now time to renew the current contract; and

WHEREAS, the City Clerk's Office currently manually maintains all paperwork in relation to membership, expiration of terms, resignations, recruitment, eligibility, and appointments of the 14 City boards, commissions, and committees; and

WHEREAS, Granicus, Inc., offers an add-on package to facilitate the management of boards and commissions, which in addition to simplifying the labor-intensive process of managing the required paperwork for these groups, also provides for an on-line application utilizing the City's website, increasing the ease of the application process; promotes vacant board and commission positions on the City's website and across social networks; auto-generates communications and follow-up for all steps of the application and appointment process; and provides monitoring capabilities and alerts for term expirations and vacancies. Cities utilizing the program have seen an increase in applications, as well as greater diversity in the applicant pool; and

WHEREAS, staff recommends that the City Manager be authorized to execute a three-year Services Agreement for managed services and software for Granicus Solution, and the additional boards and commissions program, subject to the annual cost not exceeding the sum of $26,231 annually; and

WHEREAS, staff further recommends that the City Manager be authorized to execute annual extensions for managed services and software for Granicus Solution and the additional boards and commission's program, until such time that the City discontinues the service, subject to an annual cost not exceed the sum of $30,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a three-year Service Agreement with Granicus, Inc., of Denver, Colorado, for renewal of managed services and software for Granicus Solution, and the additional boards and commissions program in the amount of $26,231 annually; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute extensions until such time as the City discontinues the Granicus service, subject to the annual cost not exceeding the sum of $30,000, if in the best interests of the City to do so.

Dated: August 19, 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 August 19, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-10

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Three-Year Professional Services Agreement with Hach Company, of Loveland, Colorado, to Purchase Nitrification Control System and Annual Service Agreement and Authorizing Public Works Director to Execute Two-Year Extension ($139,939)

MEETING DATE: August 19, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute three-year professional services agreement with Hach Company, of Loveland, Colorado, to purchase nitrification control system and annual service agreement and authorizing Public Works Director to execute two-year extension in the amount of $139,939.

BACKGROUND INFORMATION: Ammonia is a nutrient regulated by the Regional Water Quality Control Board (RWQCB). If allowed to be released uncontrolled into the receiving stream, it can cause algae blooms and kill fish. Due to the population decline of native freshwater mussels in the Bay-Delta Region, the RWQCB will adopt even more restrictive limitations on ammonia discharges. The RWQCB notified the City of Lodi (and other Bay–Delta municipalities) that the ammonia limits will be reduced in our next National Pollutant Discharge Elimination System permit renewal (2018).

The White Slough Water Pollution Control Facility (WSWPCF) processes include aerobic and anoxic zones to reduce ammonia levels in the waste stream. Even with this diligence, WSWPCF was unable to meet ammonia limits in February 2015 for daily maximum mg/L, daily maximum loading and monthly average loading. This will result in a $9,000 minimum mandatory penalty from the RWQCB. The new additional restrictions on the ammonia limits will create a tremendous challenge for WSWPCF and all the other publically owned treatment works in the Bay-Delta region.

The Hach nitrification control system (RTC-103) is a software and analyzer combination that adjusts the process of nitrification in real time to help meet ammonia limits and reduces the expense of excessive aeration. Plant optimization and real time ammonia and suspended solids values and recommended dissolved oxygen set-points are additional benefits.

Included in the RTC-103 package is a Hach Solitax sensor that measures suspended solids sensor and is necessary for the accurate comparison of suspended solids and ammonia.

Staff recommends Council adopt a resolution authorizing City Manager to execute a professional services agreement with Hach Company, of Loveland, Colorado, to purchase nitrification control system and annual service agreement in the amount of $75,152 for Fiscal Year 2015/16, $15,486 for Fiscal Year 2016/17, $15,950 for Fiscal Year 2017/18 with an option to extend for two additional years in the amount of $16,429 for Fiscal Year 2018/19 and $16,922 for Fiscal Year 2019/20, for a total of $139,939.

APPROVED: _____
Stephen Schwabauer, City Manager

FISCAL IMPACT: If the RTC-103 is not installed, WSWPCF will be able to meet the ammonia limitations most of the time. However, when the tighter limitations are implemented in 2018, WSWPCF will have recurring difficulties maintaining discharge permit requirements.

FUNDING AVAILABLE: Plant Operations Capital Improvements (53053003.72359)

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
F. Wally Sandelin
Public Works Director

Prepared by Karen Honer, Wastewater Superintendent
FWS/KDH/tb
Attachments

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 20_____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and HACH COMPANY (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 Nitrification Control System (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2
SCOPE OF SERVICES

Section 2.1 Scope of Services

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

Section 2.2 Time For Commencement and Completion of Work

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

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

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

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

Section 2.3 Meetings

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

Section 2.4 Staffing

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

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

Section 2.5 Subcontracts

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

Section 2.6 Term

The term of this Agreement commences on August 5, 2015 and terminates upon the completion of the Scope of Services or on August 4, 2018, whichever occurs first.

Section 2.7 Option to Extend Term of Agreement

At its option, City may extend the terms of this Agreement for an additional one (1) two (2)-year extension; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this

Agreement continue and remain in full force and effect.

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed five (5) years.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

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

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

Section 3.2 Prevailing Wage

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

Section 3.3 Contractor Registration – Labor Code §1725.5

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

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

Section 3.4 Method of Payment

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

Section 3.5 Costs

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

Section 3.6 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those

injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Karen Honer, Wastewater Plant Superintendent

To CONTRACTOR: Hach Company
5600 Lindbergh Drive
Loveland, CO 80539
Attn: Michael Stroth

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. FERRAIOLA
City Clerk

STEPHEN SCHWABAUER
City Manager

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

HACH COMPANY

By: _____

By: _____
Name: MICHAEL STROTH
Title: REGIONAL SALES MANAGER

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

Funding Source: 53053003.72359
(Business Unit & Account No.)

Doc ID:K:\WP\White Slough\Hach\HACH PSA.doc

CA:Rev.01.2015

Exhibit A/B

Scope of Work
for the Nitrification Control Hardware Purchase and Installation at
White Slough Water Pollution Control Facility

The RTC-N purchase consists of the following:

- 1 – RTC-N Real Time Controller System (single channel)
- 2 - AmTax sc Ammonium Analyzer (2-single channel)
- 2 - Filtrax Sample Filter and Conditioner (for each ammonia measurement location: primary influent and primary effluent)
- 2 - Solitax (for mixed liquor suspended solids measurement)
- 2 - sc1000 Display & Probe Module with 6 sensor inputs (effluent ammonia, MLSS, and influent ammonia)
- 1 - eWON cellular communication module

Pricing for purchase, installation, start-up programing, and training of staff:

- The cost of the nitrification monitoring and control hardware (RTC-N) is not to exceed:
  - $49,938 for a single aeration control system
  - Sales tax = $3,986.40 (estimated at 8%)
  - Freight = $1,000.00 (not to exceed)
  - Subtotal = $54,924.40
- The cost of startup, programming, and end user training of the equipment:
  - $5,193 (one-time fee for start-up/commissioning, off-site monitoring, time, and travel)

Total for Nitrification Control Hardware Purchase and Installation: $60,117.40

Scope of Work
for Servicing RTC-N (AmTax, Filtrax, Solitax, and sc1000)
and Servicing the Existing AutoCat 9000 (chlorine analyzer) and
Ultraviolet Probe and Controller (UVASsc) Equipment at
White Slough Water Pollution Control Facility

The below pricing is for the service partnership to the City of Lodi for the RTC-N. The details of the service are individually described in the included descriptions for RTC-N, AmTax, Filtrax, Solitax, and sc1000.

- $38,426 - 3 year annual service agreement for RTC-N (including parts, labor & travel); pricing includes an initial 3.5% discount followed by 3% increases in Year 2 and Year 3; pricing as follows:
    1. Year 1 invoice = $12,432 (includes a 3.5% discount off of list price of $12,883)
    2. Year 2 Invoice = $12,805 (3% increase)
    3. Year 3 Invoice = $13,189 (3% increase)

  Service for RTC-N total for 3 years = $38,426

- $27,578 - 2 additional years of service coverage for RTC-N (must be mutually agreed upon by both parties prior to the start of Year 4); pricing as follows:
    4. Year 4 = $13,585
    5. Year 5 = $13,993

  Service for RTC-N total for two years = $27,578

  Service for RTC-N total for five years = $66,004

The below pricing is for the service partnership to the City of Lodi for the AutoCat 9000 and UVASsc. The details of the service are individually described in the included descriptions for AutoCat 9000 and UVASsc.

- $8,044 – pricing based on 3 year agreement; pricing as follows:
    1. Year 1 = $2,602 (discount of 3.5% off of list)
    2. Year 2 = $2,681
    3. Year 3 = $2,761

  Service for AutoCat 9000 and UVASsc total for 3 years = $8,044

- $5,773 - 2 additional years of service coverage (must be mutually agreed upon by both parties prior to the start of Year 4); pricing as follows:
    4. Year 4 = $2,844
    5. Year 5 = $2,929

  Service for AutoCat 9000 and UVASsc for 2 years = $5,773

  Service for AutoCat 9000 and UVASsc total for five years = $13,817

  Total service (RTC-N, AutoCat 9000, and UVASsc) for five years = $79,821

RTC-N
Real Time Controller System
Field Service Partnership

Your Hach **Real Time Controller (RTC)** Field Service Partnership (FSP) provides an all inclusive services solution to maximize the benefits associated with the RTC system. This package includes remote setup, monitoring, optimization and reporting of system data. The FSP also includes complete coverage for the individual components of the system, including parts, scheduled preventative maintenance visits and unlimited priority technical support as outlined in this packet.

During the commissioning of the instrumentation the remote services tech support team will:

- Program initial system settings based on initial data set and system information provided by the customer
- Set up error and performance guard band alarms
- Program remote notification routing for system errors and warnings

Following commissioning the Remote Services Tech Support Team will access the system remotely weekly for the first twelve weeks and monthly thereafter. During those remote sessions data will be downloaded and evaluated the following will be performed:

- Confirm proper instrument configuration
- Check user programmed parameters
- Review customer data and provide suggestions for optimization to the customer and make those changes if deemed appropriate by both support and the customer
- Respond to error and performance alarms
- Provide customer report stating the operational condition of the equipment and a summary of operational data which includes but is not limited to: chemical consumption (dose), flow, and pertinent instrument readings

In addition to the above, the FSP will include all of the following:

- All inclusive data plan and system security software for remote access
- Remote monitoring and response to error and performance alarms during normal business hours (Monday thru Friday, 6:00 a.m. to 6:00 p.m. MST)
- Remote troubleshooting with technical support for the customer
- Remote software upgrades and bug fixes

AmTax sc Ammonium Analyzer
Field Service Partnership

Your Hach **AmTax sc Ammonium** Field Service Partnership (FSP) provides all inclusive parts, two scheduled periodic, preventative maintenance visits performed by a Hach Field Service Technician. The FSP Partnership also includes all visits authorized by the Hach Technical Support Team and a special priority toll free number that will be included with your Partnership documentation.

During the pre-scheduled site visit, your Hach Field Service Technician will complete:

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning.
- Review and evaluate user programmed parameters.
- Verify all instrument connections (including initial evaluation of the network topography).
- Evaluate all instrument alarm and warning conditions (internal to your Hach instrument)
- Verify instrument operating voltages.
- Evaluate the reagent dispensation system.
- Review the detector operation.
- Evaluate, clean and replace as needed; magnetic sir bar, stirring motor and the filter pads
- Check electrode and replace membrane and electrolyte as needed
- Replace the tubing and fittings, as needed, at no additional charge
- Verify software and update as necessary

Repairs

- Perform required repair service including parts and labor as necessary
- Includes sending unit to the factory if unable to repair controller in the field at no additional charge. This instrument will go to the head of the bench repair queue.
- Abuse or Acts of God not covered.

Reporting/Certificate of Performance

- Provide Hach Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required by the customer).

Filtrax Sample Filter & Conditioner
Field Service Partnership

Your Hach **Filtrax Sample Filter & Conditioner** Field Service Partnership (FSP) provides: all inclusive parts and four scheduled preventative maintenance visits performed by a Hach Field Service Technician. The FSP Partnership also includes all visits authorized by the Hach Technical Support Team and a special priority toll free number that will be included with your Partnership documentation.

During the pre-scheduled site visits, your Hach Field Service Technician will complete:

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning.
- Review and evaluate user programmed parameters.
- Verify all instrument connections
- Verify instrument operating voltages
- Evaluate air bubble cleaning dispensation system.
- Evaluate filter alarm and warning conditions (internal to your Hach instrument)
- Replace the tubing and fittings, as necessary, at no additional charge.
- Clean or replace filter modules
- Replace air pump every 2 years (manufactures recommendation)
- Verify software version and update as necessary

Repairs

- Perform required repair service including parts and labor as necessary
- Includes sending unit to the factory if unable to repair controller in the field at no additional charge. This instrument will go to the head of the bench repair queue.
- Abuse or Acts of God not covered.

Reporting/Certificate of Performance

- Provide Hach Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required by the customer).

Solitax
Field Service Partnership

Your Hach **Solitax** Field Service Partnership (FSP) provides: all inclusive parts and two scheduled preventative maintenance visits performed by a Hach Field Service Technician. The FSP Partnership also includes all visits authorized by the Hach Technical Support Team and a special priority toll free number that will be included with your Partnership documentation.

During the pre-scheduled site visit, your Hach Field Service Technician will complete:

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning.
- Review and evaluate user programmed parameters
- Evaluate all instrument alarm and warning conditions (internal to your Hach instrument)
- Verify instrument operating voltages
- Evaluate Hach supplied sample conditioning equipment and probe mounting devices
- Verify Sensor operation
- Calibration with StablCal Turbidity Standards or a sample specific calibration is performed.
- Replace wiper, wiper shaft O-rings and fittings once a year or as necessary during each visit at no additional charge.
- Verify software version and update as necessary

Repairs

- Perform required repair service including parts and labor as necessary
- Includes sending unit to the factory if unable to repair controller in the field at no additional charge. This instrument will go to the head of the bench repair queue.
- Abuse or Acts of God not covered.

Reporting/Certificate of Performance

- Provide Hach Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required from the customer.)

sc1000 Display & Probe Module
Field Service Partnership

Your Hach **sc1000** Field Service Partnership (FSP) provides: all inclusive parts and one scheduled preventative maintenance visits performed by a Hach Field Service Technician. The FSP Partnership also includes all visits authorized by the Hach Technical Support Team and a special priority toll free number that will be included with your Partnership documentation.

During the pre-scheduled site visit, your Hach Field Service Technician will complete:

Verification of Instrument performance/Maintenance

- Perform limited instrument cleaning
- Review and evaluate user programmed parameters
- Evaluate all instrument alarm and warning conditions (internal to your Hach instrument)
- Verify instrument operating voltages
- Perform diagnostics and communication to sc1000 sensors.
- Verify network communication via installed communication card.
- Calibrate recorder outputs for each sensor installed on the sc1000
- Verify relay setup & operation if applicable
- Verify software version and update as necessary

Repairs

- Perform required repair service including parts and labor as necessary
- Includes sending unit to the factory if unable to repair controller in the field at no additional charge. This instrument will go to the head of the bench repair queue.
- Abuse or Acts of God not covered.

Reporting/Certificate of Performance

- Provide Hach Field Service Report with complete documentation of service performed and measurements/readings.
- Issue Certificate of Instrument Performance for each instrument that successfully passes final testing.

Training

- Provide basic end user training on general instrument operation and maintenance (Advance notice required from the customer.)

UVASsc Organic Sensor
Field Service Partnership

Your Hach **UVASsc Organic Sensor** Field Service Partnership (FSP) provides all-inclusive parts, two scheduled periodic preventative maintenance visits performed by a Hach Field Service Technician. The FSP Partnership also includes all visits authorized by our Hach Technical Support Team. To contact your Hach Technical Support Team call the Special Priority toll free number, this is included with your Partnership documentation. Call technical support to trouble shoot your specific instrument. Please have your contract#, Model# & Serial# available when you call.

During the pre-scheduled site visits your Hach Field Service Technician will review and evaluate the following:

- Hach supplied sample conditioning equipment and probe mounting devices
- Sensor operation
- User programmed parameters and software revision
- All instrument alarm and warning conditions (internal to your Hach instrument)
- Instrument operating voltages

In addition to the items above, your Hach Manager/Associate will:

- Perform necessary repairs
- Calibrate the sensor with the Organic light filter standard or a sample specific calibration is performed.
- Replace wiper, wiper shaft O-rings and fittings once a year or as necessary during each visit at no additional charge.
- Provide end user training on instrument operation and maintenance (Advance notice required.)
- Provide Hach Field Service Report with complete documentation of service performed.
- Certificate of Instrument Performance for each instrument that successfully passes final testing.
- Includes sending unit to the factory if unable to repair sensor in the field at no additional charge. This instrument will go to the head of the bench repair queue.
- Perform limited instrument cleaning.
- Abuse or Acts of God not covered.

AutoCat 9000

Field Service Partnership

Your Hach AutoCat 9000 Field Service Partnership (FSP) provides all inclusive parts, two scheduled periodic, preventative maintenance visits performed by a Hach Field Service Manager/Associate. The FSP Partnership also includes all visits authorized by our Hach Technical Support Team. To contact your Hach Technical Support Team call the Special Priority toll free number, this is included with your Partnership documentation. Call technical support to trouble shoot your specific instrument. Please have your contract#, Model# & Serial# available when you call.

During the two pre-scheduled site visits your Hach Field Service Manager/Associate will review and evaluate the following:

- Cleaning and inspection of the AutoCat 9000.
- Inspection of all cables & tubing.
- Inspection of the Burette stand.
- All AutoCat alarm and warning conditions (internal to your Hach instrument).
- AutoCat 9000 operating voltages.

In addition to the items above, your Hach representative will:

- Annually replace valve gasket on rotating valve, burette stand, and tubing as needed, at no additional cost.
- Perform a limited cleaning of instrument.
- Verify mechanical operation of system.
- Provide end user training on instrument operation and maintenance (Advance notice required).
- Certificate of Instrument Performance for each instrument that successfully passes final testing.
- Includes sending unit to the factory if unable to repair instrument in the field at no additional charge. This instrument will go to the head of the bench repair queue.

Be Right. Stay Right™

Exhibit C

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.

HACH COMPANY | 5600 Lindbergh Drive | PO Box 389 | Loveland, Colorado 80539 | P 970.669.3050 | F 970.669.2932 | hach.com

June 2, 2015

White Slough Water Pollution Control
City of Lodi
2001 Turner Road
Lodi, CA 95242

June 5, 2015

Re: Sole Source for Hach RTC Nitrification Controller

To Whom It May Concern:

Hach Company and the White Slough Water Pollution Control are partnering to integrate technology known as the RTC103 Nitrification Controller. The system is designed to reduce the energy consumption of wastewater aeration while simultaneously controlling the nitrification rate of the system, thus reducing the potential for ammonia violations. The system is a combination of Hardware and Software that can fully integrate with the plant SCADA system using predetermined configuration that is operator friendly.

Hach Company is the sole source of the RTC Nitrification Control System, which integrates Hach's Amtax sc ammonia analyzers, Filtrax sample filtration systems, sc1000 multiparameter digital controllers, and the Real Time Control (RTC) with specially designed control algorithms. The Hach RTC system will fully integrate with the existing plant instrumentation and WIMS Data Management Program. In addition, we are including on-site commissioning and preventative maintenance, which will coincide with your existing Hach Field Service Partnership.

As a result of Hach Company's unique technology of combining hardware with software to control process equipment to comply with the state and federal government's regulations is known throughout the industry for their effectiveness and consistent results.

Contact Michael Stroth, your Regional Sales Manager if you have further questions or concerns about this matter.

Best Regards,

Hach Company

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT FOR PURCHASE AND SERVICE OF A NITRIFICATION CONTROL SYSTEM AT WHITE SLOUGH WATER POLLUTION CONTROL FACILITY AND FURTHER AUTHORIZING THE PUBLIC WORKS DIRECTOR TO EXECUTE A TWO-YEAR EXTENSION

==========

WHEREAS, the RTC Nitrification Control System is designed to reduce the energy consumption of wastewater aeration while simultaneously controlling the nitrification rate of the system, thus reducing the potential for ammonia violations; and

WHEREAS, Hach Company, of Loveland, Colorado, is the sole source provider of the RTC Nitrification Control System; and

WHEREAS, staff recommends authorizing the City Manager to execute a three-year Professional Services Agreement with Hach Company for purchase and service of a RTC-103 Nitrification Control System for White Slough Water Pollution Control Facility, in an amount not to exceed $106,588 for the three-year period; and

WHEREAS, staff further recommends authorizing the Public Works Director to execute a two-year extension for Fiscal Years 2018/19 and 2019/20, in an amount not to exceed $33,351 for the two-year extension period.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a three-year Professional Services Agreement with Hach Company, of Loveland, Colorado, for purchase and service of a RTC-103 Nitrification Control System for White Slough Water Pollution Control Facility, in an amount not to exceed $106,588 for the three-year period; and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the Public Works Director to execute a two-year extension for Fiscal Years 2018/19 and 2019/20, in an amount not to exceed $33,351 for the two-year period.

Dated: August 19, 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 August 19, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-11

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 2 to Professional Services Agreement with Mark Thomas & Company, Inc., of Sacramento, for Harney Lane Grade Separation Project ($398,343) and Appropriating Funds ($500,000)

MEETING DATE: August 19, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 2 to Professional Services Agreement with Mark Thomas & Company, Inc., of Sacramento, for Harney Lane Grade Separation Project in the amount of $398,343 and appropriating funds in the amount of $500,000.

BACKGROUND INFORMATION: On October 5, 2011, City Council approved the professional services agreement with Mark Thomas & Company, Inc. (MTCo) for the design of the Harney Lane Grade Separation Project. The design work has been completed and the project is now moving to the next phases of work preliminary to awarding the construction contract. On June 3, 2015, City Council approved Amendment No. 1 to the Professional Services Agreement adding funding assistance and utility coordination to the suite of services provided by MTCo.

As a result of accelerated funding approval, it is time to add services for the bidding and construction aspects of the project. The requested amendment to the Professional Services Agreement will add the following services to the contract. A copy of the contract amendment is provided as Exhibit A.

1. **Bidding Assistance**. During the construction contract bidding phase, MTCo will assist the City with any bidder related questions, prepare any necessary contract addenda, and provide interpretations of the contract documents as needed.
2. **Right-of-Way Certification and Utility Coordination.** The level of effort required to deliver the services covered under Amendment No. 1 to the professional services agreement were understated. A variety of unexpected last-minute right-of-way issues were resolved by the right of way acquisition subconsultant. In addition, several utility design conflicts at various locations were discovered during utility relocation construction that had to be immediately resolved by the City's design team. The added costs total $4,300.
3. **Project Funding and Reimbursement**. Now that the project funding has been approved by Caltrans, Union Pacific Rail Road and the Public Utilities Commission, it is necessary to create the agreements to establish procedures for delivery of the funds to the City. Typically, the City will spend the funds and then apply for reimbursement from the various entities. MTCo will serve as an adjunct to City staff by assisting in the set-up of the reimbursement agreements and compiling and assembling the reimbursement application packages. Due to the federal funding on this project, the process is complicated and time-consuming.
4. **National Environmental Protection Agency (NEPA)**. Since completion and certification of the original NEPA clearance for the project, the City acquired additional property at the southeast corner of Stockton Street and Harney Lane from the Reynolds Ranch development. The City anticipates the construction contract awardee will request to use the property as a construction staging area at a considerable savings to the City. Supplemental NEPA documentation and

APPROVED: _____
Stephen Schwabauer, City Manager

coordination with Caltrans will be prepared and performed by MTCo and the environmental subconsultant to allow use of this property.

5. **Design Support During Construction**. MTCo and subconsultants will assist the City during construction and project close out by providing interpretation of the construction documents, responding to requests for information, reviewing change orders, reviewing shop drawing and product submittals, attending construction meetings, reviewing project pay requests, and preparing record drawings for the project.
6. **Contract Term**. The term of the contract will be extended for 30 months to June 30, 2018.

The not to exceed fee for these services is $398,343. Staff recommends adoption of the resolution approving Amendment No. 2 to the Professional Services Agreement with MTCo for the Harney Lane Grade Separation Project and appropriating funds in the amount of $500,000. The additional appropriation above the amendment costs is to cover staff time to administer the project.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Regional State Transportation Program (307)

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
F. Wally Sandelin
Public Works Director

Prepared by F. Wally Sandelin, Public Works Director
FWS/FWS/tb
Attachment

AMENDMENT NO. 2

MARK THOMAS & COMPANY, INC.
FEDERALLY-FUNDED CONTRACTS
HARNEY LANE GRADE SEPARATION PROJECT - DESIGN

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, made and entered this ____ day of August, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MARK THOMAS & COMPANY, INC. (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into a Contract Agreement on February 12, 2013, Contract Extension Agreement on December 17, 2013, and Amendment No. 1 on June 15, 2015, as set forth in Exhibit 1; and

2. WHEREAS, CITY requested to amend said Agreement as set forth in Attachment A; and

3. WHEREAS, CITY requested to amend said Agreement to extend the term through June 30, 2018; and

4. WHEREAS, CONTRACTOR agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and fees as set forth in the Amendment No. 2 per Attachment A and amend the Term of the Agreement.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on _____, 2015.

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

_____
STEPHEN SCHWABAUER
City Manager

Attest:

_____
JENNIFER M. FERRAIOLO, City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

MARK THOMAS & COMPANY, INC.
Hereinabove called "CONTRACTOR"

_____
MICHAEL J. LOHMAN
President

MARK THOMAS & COMPANY, INC.
Providing Engineering, Surveying and Planning Services

July 20, 2015 File # SA-13103 (B) [PS&E]

Mr. Wally Sandelin
City of Lodi - Public Works Department
221 West Pine Street
Lodi, CA 95241

RE: HARNEY LANE GRADE SEPARATION PROJECT
AMENDMENT FOR DESIGN SUPPORT SERVICES DURING CONSTRUCTION

Dear Mr. Sandelin,

OFFICES
Cupertino
Fresno
Pleasanton
Sacramento
Salinas
San Jose
San Mateo County
Walnut Creek

As we have discussed, MTCo has prepared the attached contract amendment for additional contract services that are beyond the approved scope of work for the Harney Lane Grade Separation Project. These items are described below and in the enclosed attachments.

Bidding Assistance:
During the advertisement period, MTCo will assist the City with any bidder related questions, prepare any needed addenda and provide any interpretation of the contract documents.

Design Support During Construction:
MTCo and subconsultants will provide assistance, as required, during construction of the project, including interpretation of the construction documents, responding to request for information (RFI), reviewing shop drawings, attending construction meetings, etc.

Project Budget Assistance:
MTCo will assist the City and SJCOG with continued support to identify and program additional funding sources for the project.

NEPA Revalidation for Proposed Staging Area:
Since completing the original NEPA clearance, the City of Lodi acquired additional right-of-way at the southeast corner of Stockton Street and Harney Lane. The City anticipates that the selected contractor will request to utilize the parcel as a construction staging area.

The total cost above for the above items of work is **$398,342.71.**

Thank you, please feel free to call if there are any questions on the attached scope of work.

MARK THOMAS & COMPANY, INC.

Zach Siviglia, P.E.
Project Manager

7300 Folsom Blvd., Suite 203 Sacramento, CA 95826
www.markthomas.com ***Tel:*** (916) 381-9100 ***Fax:*** (916) 381-9180

Introduction and Background

Mark Thomas & Company (MTCo) and the City of Lodi have completed the Final PS&E for the Harney Lane Grade Separation project, which is ready for advertising once the funding authorization is issued from Caltrans. The following scope of work is to provide bidding assistance, project budgeting assistance, NEPA revalidation for the proposed contractor staging area on the southeast corner of Harney/Stockton intersection, and design support during construction.

Scope of Work

The MTCo Team will provide professional services for the following items.

Task 1 Bidding Assistance

During the advertisement period, MTCo will assist the City with any bidder related questions, prepare any needed addenda and provide any interpretation of the contract documents.
MTCo has included a fee for this task; however, the level of work effort will be based on the requested involvement from the City and construction manager for the project.

Task 2 Design Support During Construction

MTCo and subconsultants will provide assistance, as required, during construction of the project. The work may include assisting the City in providing consultation and interpretation of the construction documents, responding to request for information (RFI), reviewing shop drawings, attending construction meetings, etc. MTCo will also complete the as-built drawings after receiving red-line mark-ups at the completion of construction. An allowance has been provided for construction assistance and will be charged on a time and materials basis.

Task 3 Project Budget Assistance

The project includes multiple local, state, and federal funding sources that have been allocated toward the project. MTCo will assist the City and SJCOG with continued support to identify and program additional funding sources for the project. The potential funding sources may include Measure K Renewal, RSTP, STIP, Section 190 Funding, and other Local funds. MTCo will review the allocated funds to date and recommend modifications based on the availability of other sources.

Task 4 Final Right of Way and Utility Coordination

The final right of way acquisition process required additional effort and coordination with the affected property owner. There were numerous meetings and revisions to the purchase agreements, and ultimately modifications to the final Right of Way Certification for Caltrans review and approval.

Task 5 NEPA Revalidation for Proposed Staging Area

Since completing the original NEPA clearance, the City of Lodi acquired additional right-of-way at the southeast corner of Stockton Street and Harney Lane. Given the proximity of this parcel to the proposed Harney Lane Grade Separation Project, the City anticipates that the selected contractor will request to utilize the parcel as a construction staging area. However, as this parcel was not previously included in the project study area, supplemental environmental studies will be needed to allow the use of the parcel as a staging area. LSA has prepared the following scope of services to support the NEPA revalidation.

Initial Assessment / Caltrans Coordination

Following authorization to proceed, LSA will conduct an initial assessment of project impacts based on the revised project description and make a preliminary determine n of what additional documentation will be required. LSA will then coordinate with Caltrans regarding these findings. It is

expected that the Caltrans will confirm the Technical Errata and Technical Studies described below will be sufficient.

Technical Errata
It is not expected that the revised project description will require substantial revisions or supplements to technical studies for biology, community impacts, noise, or visual. However, it will be necessary to review these studies in light of the revised project description and prepare brief technical errata to documenting changes to the existing setting (i.e., inclusion of the new parcel). Changes to impacts and/or mitigation, if any, are expected to be minor.

Deliverables: Technical Errata (4)

Technical Studies
The following revised/supplemental technical studies will be prepared in support of the NEPA revalidation.

Agricultural Resources. The new parcel supports agricultural crops that will likely be removed during project implementation. In order to document these additional impacts, LSA will prepare a revised Farmland Impact Assessment Memorandum. The memo will briefly describe potential conversions of agricultural lands to non-agricultural uses on the new parcel, in the context of the project as a whole. The analysis will include the revisions to the Soil Conservation Service Form AD 1006. The memorandum will also discuss the potential for the project to impact parcels that are currently under Williamson Act contracts. We have budgeted 2 hours for responding to comments generated during review of the Farmland Impact Assessment Memorandum.

Deliverables: Revised Farmland Impact Assessment Memorandum
Soil Conservation Service Form AD 1006

Cultural Resources. LSA will conduct additional cultural resource studies for the additional parcel that are needed for the City and Caltrans to address requirements of Section 106 of the National Historic Preservation Act, NEPA, CEQA, and the Caltrans 2014 *First Amended Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Section 106 PA).

Research and Field Investigation

- A records search will be conducted at the Central California Information Center. The records search will identify previously recorded cultural resources and previous cultural resource studies within or adjacent to the APE.
- A review of cultural resource inventories will be completed to identify listed resources in or adjacent to the APE.
- Background research and a literature review, consisting of a review of archaeological, ethnographic, historical, and environmental publications and maps at historical archive repositories and at LSA's library will also be performed.
- LSA will contact the Native American Heritage Commission in Sacramento for (1) a review of the Sacred Lands File to determine if the Study Area contains any listed sites, and (2) a list of Native American contacts who may have concerns about the APE. Local Native Americans on that list will be

contacted by letter and follow-up telephone calls, as necessary, to inquire about any concerns or information they may have.

- LSA will consult with Caltrans to determine which resources (if any are identified) can be exempted and which will require evaluation.
- LSA will contact the San Joaquin County Historical Society and Museum for any information or concerns they may have about the APE.
- LSA will conduct a field survey of the approved APE to identify and record archaeological and/or architectural cultural resources.

Documentation

- LSA will prepare a revised Area of Potential Effects (APE) map to Caltrans standards.
- LSA will prepare a Supplemental Historic Property Survey Report (sHPSR) and a Supplemental Archaeological Survey Report (sASR) per Caltrans standards.

We have budgeted 8 hours for responding to comments generated during review of the sHPSR and sASR.

Deliverables: APE Map
Supplemental Historic Properties Survey Report
Supplemental Archaeological Survey Report

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No. Hareny Lane Grade Separation
CONSULTANT Mark Thomas & Company

Date 20-Jul-15

DIRECT LABOR

Classification	Range	Hours		Initial Hourly Rate		Total
Engineering Manager III	78.00-89.99	60.0	@ $	78.00	$	4,680.00
Structural Manager	89.00-100.99	60.0	@ $	89.00	$	5,340.00
Engineer IX	59.00-62.99	650.0	@ $	62.00	$	40,300.00
Engineer VIII	55.03-57.22	0.0	@ $	55.00	$	-
Engineer VI	46.00-52.49	300.0	@ $	46.50	$	13,950.00
Engineer V	42.00-45.99	0.0	@ $	42.50	$	-
Engineer IV	38.50-41.99	1200.0	@ $	40.50	$	48,600.00
Engineer III	35.00-38.40	0.0	@ $	35.50	$	-
Engineer II	31.50-34.49	600.0	@ $	31.75	$	19,050.00
Engineer Technician	26.00-32.49	0.0	@ $	26.00	$	-
Land Surveyor	50.00-57.00	0.0	@ $	51.00	$	-
Project Surveyor	33.00-41.99	0.0	@ $	35.00	$	-
Admin	18.00-29.00	0.0	@ $	19.00		-

Subtotal Direct Labor Costs	$ 131,920.00	
Anticipated Salary Increases (0% for one year)	$ -	
Total Direct Labor Costs		$ 131,920.00

	Rate	Total	
FRINGE BENEFITS			
Fringe Benefits	38.90%	$ 51,316.88	
INDIRECT COSTS			
Overhead/General and Administrative	146.46%	$ 193,210.03	
Total Indirect Costs		0.00	$ 193,210.03

FEE @ 10%		$ 32,513.00
OTHER COSTS		
Mileage	$ -	
Reports	$ -	
Reproductions Costs (out of office blue lines, xerox, binding)	$ 375.95	
Overnight Mail/Mail	$ -	
Total Other Costs		$ 375.95
MTCo TOTAL COSTS		**$ 358,018.99**

SUBCONSULTANT 10-H TOTAL COSTS		
Fehr & Peers	$ 8,173.41	
Pennino Design Group	$ 3,354.31	
Interwest	$ 4,290.00	
Baumbach & Piazza	$ 1,000.00	
LSA	$ 23,506.00	
Subconsultants Total Costs	**$ 40,323.72**	
TOTAL COSTS		**$ 398,342.71**

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No. Harney Lane UPRR Grade Separation Construction Support — Date 07/16/15
CONSULTANT Fehr & Peers

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate		Total
Sr. Associate II	Kristin Calia		12.0	@ $	63.46	$	761.52
Sr. Technician IV	Mike Johnstone		22.0	@ $	50.48	$	1,110.56
Sr. Technician IV	James Sellards		10.0	@ $	46.39	$	463.90
Administrative Asst. II	JoLynn Souto		2.0	@ $	26.44	$	52.88
Technician III	Raynon Catris		8.0	@ $	32.69	$	261.52
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00		-

Subtotal Direct Labor Costs $ 2,650.38
Anticipated Salary Increases (5% for one year) $

Total Direct Labor Costs $ 2,650.38

FRINGE BENEFITS

	Rate		Total
Fringe Benefits	71.17%	$	1,886.28
Total Fringe Benefits			$ 1,886.28

INDIRECT COSTS

Overhead/General and Administrative	105.00%	$	2,782.90
Total Indirect Costs			$ 2,782.90

FEE @ 10% $ 731.96

OTHER COSTS

Mileage	$	121.90
Reproductions Costs (out of office blue lines, xerox, binding)	$	
Photographic Film & Processing	$	
Mail & Delivery Services (California Overnight and Postage)	$	
Total Other Costs		$ 121.90

TOTAL COSTS **$ 8,173.41**

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No. Harney Lane Grade Separation-Construction Support
CONSULTANT Pennino Design Group
Date 07/16/15

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate		Total
Landscape Architect	Valerie Pennino	75-100	20.0	@ $	80.00	$	1,600.00
Administration	Bryan Pennino	22-30	5.0	@ $	20.00	$	100.00

Subtotal Direct Labor Costs $ 1,700.00

Total Direct Labor Costs $ 1,700.00

FRINGE BENEFITS

	Rate		Total
Fringe Benefits Multiplier (Payroll taxes, benefits, retirement, bonuses, occupancy)	75.00%	$	1,275.00

Total Fringe and Labor $ 2,975.00

INDIRECT COSTS

Overhead/General and Administrative	2.50%	$	74.38

Total Indirect Costs $ 74.38

FEE @ 10% $ 304.94

OTHER COSTS

Mileage	$	-
Computer Fees - Modeling	$	-
Reproductions Costs (out of office blue lines, xerox, binding)	$	-
Photographic Film & Processing	$	-
Mail & Delivery Services (California Overnight and Postage)	$	-

Total Other Costs $ -

TOTAL COSTS $ 3,354.31

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL - ***Contract Change Request #3***

CONTRACT No. SA-13103, Harney Lane / UPRR -Grade Separation Project Date 5/5/15
CONSULTANT Interwest Consulting Group

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate		Total
	John Almazán		34.0	@ $	54.00	$	1,836.00
	Admin Staff		2.0	@ $	28.25	$	56.50
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00		-

Subtotal Direct Labor Costs $ 1,892.50
Anticipated Salary Increases (5% for one year) $ -

Total Direct Labor Costs $ 1,892.50

FRINGE BENEFITS

	Rate		Total
Fringe Benefits	47.00%	$	889.48

Total Fringe Benefits $ 889.48

INDIRECT COSTS

Overhead/General and Administrative	59.00%	$	1,116.58

Total Indirect Costs $ 1,116.58

FEE @ 10% $ 389.86

OTHER COSTS

$
$
$ -
$

Total Other Costs $ -

TOTAL COSTS $ **4,288.41**

Harney Lane Grade Separation NEPA Revalidation - LSA Budget Estimate

TASK	*Principal* Lafler	*PM Sr. Env. Planner* Heming	*Env. Planner* Graham	*Cultural* Pulcheon	*Cultural* Vallaire	*Biologist* Bray	*GIS/ Biologist* Trueblood	Word Pro/ Support	Graphics/ GIS	LSA Reim	TOTALS	Total Hours
Initial Assessment / Caltrans Coordination	2	8	8		4	2	4				$3,084	28
Technical Errata	4	8	24			2	8	4	4		$5,464	54
Technical Studies												
Agricultural - Farmland Impact Memo/Form AD1006		2	18					4	1		$2,212	25
Cultural Resources											$9,770	85
Study Area/APE Map				1	2				8		$1,168	
Supplemental HPSR				2	8			4			$1,472	
Supplemental ASR				8	40				12	$500	$7,130	
Project Management/Meetings											$2,977	24
Project Management		8									$949	
Meetings		8			4	4					$2,029	
Hours	6	34	50	11	58	8	12	12	25		$23,506	216
SUBTOTAL	**$1,008**	**$4,032**	**$4,290**	**$1,623**	**$6,142**	**$1,313**	**$1,083**	**$989**	**$2,528**	**$500**	**$23,506**	**216**
Billing Rates	$167.95	$118.58	$85.79	$147.53	$105.90	$164.12	$90.26	$82.39	$101.11			

FAR Rate (186.09- May 31, 2013 (Update 6/23/15)	Overhead	G&A	Fringe	Profit
	45.94%	49.72%	90.43%	10%

AMENDMENT NO. 1

MARK THOMAS & COMPANY, INC.
FEDERALLY-FUNDED CONTRACTS
HARNEY LANE GRADE SEPARATION PROJECT - DESIGN

THIS AMENDMENT NO. 1 TO CONTRACT EXTENSION AGREEMENT, made and entered this 15th day of June, 2015, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MARK THOMAS & COMPANY, INC. (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Contract Agreement on February 12, 2013 and Contract Extension Agreement on December 17, 2013, as set forth in Exhibit 1 of Attachment A and

2. WHEREAS, CITY requested to amend said Agreement as set forth in Attachment A; and

3. WHEREAS, CONTRACTOR agrees to said amendment;

NOW, THEREFORE, the parties agree to amend the Scope of Services and fees as set forth in the Amendment No. 1 per Attachment A.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on June 15, 2015.

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

STEPHEN SCHWABAUER
City Manager

MARK THOMAS & COMPANY, INC.
Hereinabove called "CONTRACTOR"

~~MICHAEL J. LOHMAN~~
President Robert A. Humes

Attest:

JENNIFER M. FERRAIOLO, City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

MARK THOMAS & COMPANY, INC.
Providing Engineering, Surveying and Planning Services

April 24, 2015

File # SA-13103 (B) [PS&E]

Mr. Wally Sandelin
City of Lodi - Public Works Department
221 West Pine Street
Lodi, CA 95241

RE: HARNEY LANE GRADE SEPARATION PROJECT
AMENDMENT FOR ADDITIONAL WORK ON PS&E CONTRACT

Dear Mr. Sandelin,

As we have discussed, MTCo has prepared the attached contract amendment for additional contract services that are beyond the approved scope of work for the Harney Lane Grade Separation Project. These items are described, in detail, in the enclosed attachments.

OFFICES
Cupertino
Fresno
Pleasanton
Sacramento
Salinas
San Jose
San Mateo County
Walnut Creek

Amendment For Additional Work
Below is a description of the additional services that will be provided by MTCo:

Funding Assistance:
MTCo will work with the City to develop funding documentation for the Harney Lane Project. MTCo will prepare the CPUC Section 190 Funding Application, STIP amendment justification, and work with SJCOG on the other funding amendments necessary for RSTP and Measure K funds. In addition, MTCo will prepare the necessary Requests for Authorization (RFA) documents for the construction authorization, which includes right of way certification, utility relocations, and will work directly with Caltrans Local Assistance on the funding allocation documentation needed for the CTC agenda.

Utility Coordination:
MTCo will provide utility coordination for the proposed project. MTCo will follow the Caltrans process for utility relocations which includes: Record of Investigation (ROI), Claim Letters, Utility Agreements, and Notice to Owners, prior to completing the Utility Certification.

The total cost above for MTCo is **$45,000**.

Thank you, please feel free to call if there are any questions on the attached scope of work.

Best Regards,

MARK THOMAS & COMPANY, INC.

Zach Siviglia, P.E.
Project Manager

7300 Folsom Blvd., Suite 203 Sacramento, CA 95826
www.markthomas.com **Tel:** (916) 381-9100 **Fax:** (916) 381-9180

Introduction and Background

The current design contract between Mark Thomas & Company (MTCo) and the City of Lodi for work on the Harney Lane Grade Separation project is moving towards the Final PS&E Submittal. In order to advance the project funding, MTCo has been asked to assist in the preparation of funding requests for various sources including STIP, RSTP, CPUC Section 190, along with the preparation of the authorization requests and coordination with Caltrans and the CTC, as well as finalizing the utility coordination process for any relocations needed for the project.

Scope of Work

The MTCo Team will provide professional services for funding assistance with funds administered through Caltrans Local Assistance, SJCOG, California Transportation Commission, and the California Public Utilities Commission. In addition, MTCo will provide utility coordination for the proposed project.

FUNDING ASSISTANCE

Task 1 Funding Assistance

MTCo will work with the City to develop funding documentation for the Harney Lane Project. MTCo will prepare the CPUC Section 190 Funding Application, STIP amendment justification, and work with SJCOG on the other funding amendments necessary for RSTP and Measure K funds. In addition, MTCo will prepare the necessary Requests for Authorization (RFA) documents for the construction authorization, which includes right of way certification, utility relocations, and will work directly with Caltrans Local Assistance on the funding allocation documentation needed for the CTC agenda.

Task 2 Utility Coordination

MTCo will follow the Caltrans process for utility relocations which includes: Record of Investigation (ROI), Claim Letters, Utility Agreements, and Notice to Owners, prior to completing the Utility Certification.

MTCo will work with the City to finalize all utility agreements and certifications to satisfy City requirements. This task includes reviewing relocation agreements for proper charges and fees and negotiating as necessary to ensure correct advances, refunds and reimbursements. Final utility agreements will be included in the Right of Way Certification package.

When the relocation plans are received, MTCo will check relocation design against the latest project plans for conflicts. MTCo will then send a copy of the Final Plans ("C" Plans) along with a Notice to Owner (Caltrans Exhibit 14-d in the Local Assistance Procedures Manual) directing the utility companies to initiate relocation construction.

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No. Hareny Lane Grade Separation
CONSULTANT Mark Thomas & Company

Date 24-Apr-15

DIRECT LABOR

Classification	Range	Hours		Initial Hourly Rate	Total
Engineering Manager III	78.00-89.99	0.0	@ $	78.00	$ -
Structural Manager	89.00-100.99	0.0	@ $	89.00	$ -
Engineer XI	59.00-62.99	120.0	@ $	62.00	$ 7,440.00
Engineer VIII	55.03-57.22	0.0	@ $	55.00	$ -
Engineer VI	46.00-52.49	0.0	@ $	46.50	$ -
Engineer V	42.00-45.99	0.0	@ $	42.50	$ -
Engineer IV	38.50-41.99	160.0	@ $	40.50	$ 6,480.00
Engineer III	35.00-38.40	0.0	@ $	35.50	$ -
Engineer II	31.50-34.49	80.0	@ $	31.75	$ 2,540.00
Engineer Technician	26.00-32.49	0.0	@ $	26.00	$ -
Land Surveyor	50.00-57.00	0.0	@ $	51.00	$ -
Project Surveyor	33.00-41.99	0.0	@ $	35.00	$ -
Admin	18.00-29.00	0.0	@ $	19.00	-

Subtotal Direct Labor Costs $ 16,460.00
Anticipated Salary Increases (0% for one year) $ -

Total Direct Labor Costs $ 16,460.00

	Rate	Total	
FRINGE BENEFITS			
Fringe Benefits	38.90%	$ 6,402.94	
INDIRECT COSTS			
Overhead/General and Administrative	146.46%	$ 24,107.32	
Total Indirect Costs		0.00	$ 24,107.32

FEE @ 10% $ 4,056.73

OTHER COSTS

Mileage	$ -	
Reports	$ -	
Reproductions Costs (out of office blue lines, xerox, binding)	$ 375.95	
Overnight Mail/Mail	$ -	
Total Other Costs		$ 375.95

MTCo TOTAL COSTS **$ 45,000.00**

SUBCONSULTANT 10-H TOTAL COSTS

$
$

Subconsultants Total Costs $ -

TOTAL COSTS **$ 45,000.00**

CONTRACT EXTENSION AGREEMENT

MARK THOMAS & COMPANY, INC.
FEDERALLY-FUNDED CONTRACTS
HARNEY LANE GRADE SEPARATION PROJECT – DESIGN

THIS CONTRACT EXTENSION AGREEMENT, made and effective this 17 day of December, 2013, by and between the CITY OF LODI, a municipal corporation, hereinafter called "City", and MARK THOMAS & COMPANY, INC., hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and City, entered into a contract for Harney Lane Grade Separation Project – Design (Federally-Funded Contracts) on February 12, 2013.

2. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of 2 (two) years, commencing immediately and terminating December 31, 2015. All other terms and conditions will remain as set forth in the Contract for Harney Lane Grade Separation Project – Design (Federally-Funded Contracts) attached hereto as Exhibit 1 and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, City and Contractor have executed this Contract Extension Agreement on the date and year first above written.

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

KONRADT BARTLAM, City Manager

Attest:

RANDI JOHL-OLSON, City Clerk

Approved as to Form:

For D. STEPHEN SCWABAUER, City Attorney

MARK THOMAS & COMPANY, INC.
hereinabove called "Contractor"

Michael J. Lohman, President

593 Exhibit 1

AGREEMENT FOR PROFESSIONAL SERVICES
Federally Funded Contracts
Cost Plus Fixed Fee Option

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on 2/12/13 ~~, 2013, by~~ and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MARK THOMAS & COMPANY, INC. (hereinafter "CONTRACTOR").

Section 1.2 Contract Documents

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

Agreement for Professional Services
Scope of Services attached as Exhibit A
City's Request for Proposals
Contractor's Proposal

The City's Request for Proposal and the Contractor's Proposal are on file in the Public Works Department. 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. However, in the event of a conflict between this Agreement and the Scope of Services, City's Request for Proposal or Contractor's Proposal, this Agreement shall control.

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 the Contract Documents.

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 the Contract Documents. The Scope of Services set out in the Contract Documents shall be performed by CONTRACTOR and may not be assigned to a subcontractor, 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 Contract Documents 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.

CITY's CONTRACT ADMINISTRATOR shall be Public Works Director Wally Sandelin. CONTRACTOR'S PROJECT MANAGER shall be Robert A. Himes.

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. Any subcontract shall contain all of the provisions required by this Agreement.

Section 2.6 Term

The term of this Agreement commences on 2/12, 2013 and terminates upon the completion of the services required by the Contract Documents. However, Contractor shall complete the required services by 12/31, 2013, unless otherwise excused as provided in this Agreement.

ARTICLE 3
COMPENSATION

Section 3.1 Compensation

A. The method of payment for this contract will be based on actual cost-plus-a-fixed fee as set forth in the attached COST PROPOSAL attached hereto as Exhibit 10(h) and incorporated herein by reference.[1] The LOCAL AGENCY will reimburse the CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONTRACTOR in performance of the work. The CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that the LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time and/or actual costs reimbursable by the LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, the LOCAL AGENCY will pay the CONTRACTOR a fixed fee in the amount set forth in Exhibit 10(h). The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

[1] Exhibit references in this Agreement are not sequential, to match required federal exhibit reference names.

D. When milestone cost estimates are included in the approved Cost Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Manager before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of the CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the LOCAL AGENCY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of this Agreement.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract by the Lodi City Council.

G. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the LOCAL AGENCY's Contract Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due the LOCAL AGENCY including any equipment purchased under the provisions of Section 4.21(o) Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR's work. Invoices shall be mailed to the LOCAL AGENCY's Contract Manager at the following address:

City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910
Attn: Wally Sandelin, Public Works Director/
Contract Manager

H. The total amount payable by the LOCAL AGENCY including the fixed fee shall not exceed $947,147 .

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by the LOCAL AGENCY's Contract Manager.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

Section 3.2 Method of Payment

Payment shall be as provided in Section 3.1 of this Agreement.

Section 3.3 Costs

Costs shall be as provided in Section 3.1 of this Agreement.

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), 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 of the City of Lodi or its officers or agents.

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: F. Wally Sandelin, Public Works Director

To CONTRACTOR: Mark Thomas & Company, Inc.
Robert Himes, Principal/Vice President
7300 Folsom Blvd., Ste. 203
Sacramento, CA 95826

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 Cost Proposal (Exhibit 10h) 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 Remedies, Applicable Law, Jurisdiction, Severability, and Attorney's Fees

City shall be entitled to any remedies available under California law for breach of this Agreement. 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 of the Contract Documents are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the other Contract Documents, 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

The Federal Transit Funding conditions below apply to this contract. In the event of a conflict between the terms of this contract or any of the other Contract Documents, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

a) Covenant Against Contingent Fees

The Contractor warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Contractor; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

b) Documentation.

CONTRACTOR shall document the results of the work to the satisfaction of the local agency, and if applicable, the State of California and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the agreement objectives.

c) Ownership of Documents

Tracings, plans, specifications, and maps prepared, or obtained under the terms of the agreement shall become the property of the local agency. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under such agreement shall be made available upon request to the local agency without restriction or limitation on their use. If this agreement is for preliminary plans only, local agency shall have full rights to the subsequent use of the plans, or ideas incorporated therein for preparation of construction plans.

d) Patent Rights

Patent rights shall be as provided in 41 CFR 1-9.1, as applicable.

e) Copyrights

If CONTRACTOR requests and is permitted by Local Agency to copyright reports or other agreement products, CITY, the FHWA and the State of California shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use the work for government purposes.

f) Changes in Work

I. This contract may be amended or modified only by mutual written agreement of the parties.

II. The CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the LOCAL AGENCY's Contract Manager.

III. There shall be no change in the CONTRACTOR's Project Manager or members of the project team, as listed in this Agreement without prior written approval by the LOCAL AGENCY's Contract Manager.

g) Disputes

I. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the LOCAL AGENCY's Contract Manager and

City Manager, who may consider written or verbal information submitted by the CONTRACTOR.

II. **For Contracts without PS&E submittals**, Not later than 30 days after completion of all work under the contract, the CONTRACTOR may request review by the LOCAL AGENCY GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

For Contracts with PS&E submittals, Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONTRACTOR may request review by the LOCAL AGENCY GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing

III. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

h) General Compliance with Laws and Wage Rates

The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work. This includes compliance with California prevailing wage rates, certified payrolls, and payment in accordance with California Labor Code, Section 1775.

i) Subcontracting, Assignment and Transfer

If CITY approves a subcontract pursuant to Section 2.4 of this Agreement, all subcontracts shall provide that subcontracts exceeding $25,000 in cost shall contain all required provisions of the prime contract.

j) Contractor's Endorsement on PS&E/Other Data

The responsible Contractor/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

k) Disadvantaged Business Enterprise Considerations

Contractors must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26, and in Exhibit 10-I "Notice to Proposers Disadvantaged Business Enterprise Information." If the contract has a DBE goal, the Contractor must meet the DBE goal by using DBEs as subcontractors or

document a good faith effort to have met the goal. If a DBE subcontractor is unable to perform, the Contractor must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met. LAPM Exhibits 10-I, 10-J, 10-O1, 10-O2, 15-H and 17-F are included in this Contract as though fully set forth herein.

l) Non-lobbying Certification (Exhibit 10-P) is included in this contract as though fully set forth herein.

m) Debarment and Suspension Certification (Exhibit 12-E, Attachment E) is included in this contract as though fully set forth herein.

n) Non-Discrimination Clause (Exhibit 10-V) is included in this contract as though fully set forth herein.

o) EQUIPMENT PURCHASE

A. Prior authorization in writing, by the LOCAL AGENCY's Contract Manager shall be required before the CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONTRACTOR services. The CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the CONTRACTOR's Cost Proposal and exceeding $5,000 prior authorization by the LOCAL AGENCY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "The CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the CONTRACTOR may either keep the equipment and credit the LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit the LOCAL AGENCY in an amount equal to the sales price. If the

CONTRACTOR elects to keep the equipment, fair market value shall be determined at the CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the LOCAL AGENCY and the CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5000.00 is credited to the project.

p) OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in the LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to the LOCAL AGENCY. The CONTRACTOR shall furnish the LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. The CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the LOCAL AGENCY of the machine-readable information and data provided by the CONTRACTOR under this agreement; further, the CONTRACTOR is not liable for claims, liabilities, or losses arising out of, or connected with any use by the LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by the CONTRACTOR.

D. Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions are included in this Agreement as appropriate.

E. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

q) CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to the LOCAL AGENCY's operations, which are designated confidential by the LOCAL AGENCY and made available to the CONTRACTOR in order to carry out this contract, shall be protected by the CONTRACTOR from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the LOCAL AGENCY relating to the contract, shall not authorize the CONTRACTOR to further disclose such information, or disseminate the same on any other occasion.

C. The CONTRACTOR shall not comment publicly to the press or any other media regarding the contract or the LOCAL AGENCY's actions on the same, except to the LOCAL AGENCY's staff, CONTRACTOR's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. The CONTRACTOR shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the LOCAL AGENCY, and receipt of the LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. If this is a PS&E contract, all information related to the construction estimate is confidential, and shall not be disclosed by the CONTRACTOR to any entity other than the LOCAL AGENCY.

r) CONFLICT OF INTEREST. Sub-Paragraphs A through D shall apply to PS&E contracts. Subparagraphs A,B, E, F and G shall apply to Construction Contract Administration Contracts.

A. The CONTRACTOR shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. The CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

B. The CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. The CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with the CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

E. The CONTRACTOR hereby certifies that neither the CONTRACTOR, its employees, nor any firm affiliated with the CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimates for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

F. The CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with the CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

G. Except for subcontractors whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

s) REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONTRACTOR warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or

paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration

t) PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

A. The CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

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

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty

of not less than $10,000 and not more than $100,000 for each such failure.

C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

u) COST PRINCIPLES

A. The CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

B. The CONSUTLANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the LOCAL AGENCY.

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

CITY OF LODI, a municipal corporation

ATTEST:

RANDI JOHL
City Clerk

KONRADT BARTLAM
City Manager

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

By:

CONTRACTOR:MARK THOMAS & COMPANY, INC.

By:
Name: ~~Robert A. Himes~~ Michael J. Lohman
Title: ~~Principal/Vice~~ President

Attachments:
Exhibit A – Scope of Services
Exhibit 10(h) – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D - City's Request for Proposals
Exhibit E - Contractor's Proposal
Exhibit 10-I Notice to Proposers DBE Information
Exhibit 10-J Standard Agreement for Subcontractor/DBE Participation
Exhibit 10-01 Local Agency Consultant DBE Commitment
Exhibit 10-02 Local Agency Consultant DBE Information
Exhibit 15-H DBE Information – Good Faith Efforts
Exhibit 17-F Final Report – Utilization of DBE's
Exhibit 10-P Nonlobbying Certification for Federal Aid Contracts
Exhibit 12-E, Attachment E - Debarrment and Suspension Certification
Exhibit 10-V – Non-Discrimination Clause
Exhibit 10-F – Certification of Consultant Commission and Fees
Exhibit 10-G – Certification of Local Agency

Funding Source:337022.7720
(Business Unit & Account No.)

Doc ID:
CA:rev.01.2012

Exhibit A

PROPOSED SCOPE OF WORK

WORK PERFORMED UNDER CURRENT PA-ED CONTRACT

Several of the tasks that are included in MTCo's current PA-ED contract will continue through completion of the PS&E contract, as detailed in our approved contract with the City. As such, these tasks are not included in the following scope of work. These items generally include:

DESCRIPTION	PERFORMED BY
Funding Support (Section 190 Authorization)	MTCo
Right of Way Plats and Description	Baumbach & Piazza (B&P)
Pothole Surveys	B&P
"Show Me Stakes" for Proposed Right of Way	B&P
Hydrology and Drainage Design	B&P
Preparation/Distribution of Newsletters	JBC
Design Refinement and Geometric Approval Drawings	MTCo

In addition, there are several PS&E level tasks that have already been completed; therefore, they are not included in the scope below. These items include:

DESCRIPTION	PERFORMED BY
Borings for Bridge and Retaining Wall Foundations	Neil O. Anderson & Associates
Design-Level Topographic Surveys	B&P

WORK PROPOSED FOR THE PS&E CONTRACT

TASK 1: PROJECT MANAGEMENT

1.1 PROJECT DEVELOPMENT TEAM (PDT) MEETINGS

MTCo will continue to coordinate with the PDT on this project. Once PS&E design commences, meetings will be held on a monthly basis or as needed to correspond with deliverables and decision deadlines. The PDT meetings will include the City, MTCo and our subconsultants, Caltrans, SJCOG, and other agency representatives as appropriate. MTCo will continue to take the lead in facilitating the meetings, preparing and distributing meeting agendas, inviting meeting participants, and preparing/distributing meeting minutes. Meeting minutes will include a list of materials distributed/discussed at the meeting, and a summary of action items to be addressed prior to the next meeting. This proposal assumes there will be 10 PDT meetings.

1.2 CLIENT/SUBCONSULTANT PROJECT MANAGEMENT

MTCo will continue to perform ongoing general project coordination with the City and our subconsultants. This will include maintaining project files; holding focused design coordination meetings; and preparing correspondence, e-mail, and phone calls necessary to manage the project, maintain project budget, and achieve on-schedule submission of project deliverables.

1.3 AGENCY COORDINATION

MTCo will continue to perform ongoing general project coordination with the City, Caltrans (for right of way certification and funding authorizations), Union Pacific Railroad (UPRR), and the California Public Utilities Commission (CPUC). This will include holding design review meetings and CPUC field review meetings; and preparing checklists, applications, and submittals consistent with Caltrans, CPUC, and UPRR guidelines.

1.4 FUNDING SUPPORT

In addition to coordinating with CPUC and CTC to acquire Section 190 funds, as defined in our PA-ED contract, MTCo will assist the City to prepare the E-76 authorization request for federal funding reimbursements.

1.5 PREPARE/UPDATE PROJECT SCHEDULES

MTCo will continue to update the project schedule for review at the PDT meetings.

1.6 MONTHLY PROGRESS REPORTS

MTCo will prepare a monthly status spreadsheet with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to date, amount spent this period, and percentage spent to date for each task.

1.7 QUALITY ASSURANCE/QUALITY CONTROL

MTCo will employ our comprehensive QC/QA checklists and perform an independent review of each submittal in parallel with agency reviews. We have assigned Matt Brogan (MTCo) to serve as Quality Control Manager for this project. He will be responsible for internal and external quality control measures (e.g., verifying sound design practices internally, and verifying that our subconsultants are using most recent information).

1.8 UPRR/CPUC AND UTILITY COORDINATION

MTCo will continue to coordinate with UPRR, CPUC, and the City to facilitate approval of the following:

- Cost Sharing Agreement
- Right of way and aerial easements for construction
- Construction & Maintenance Agreement for the new grade separation
- GO-88B grade separation crossing application

1.9 CALTRANS COORDINATION

MTCo will continue to coordinate with Caltrans and the City to facilitate the approval of the following (these items are now required with federal funding):

- Record of Investigation
- Utility Agreements
- Certification of Sufficiency
- Environmental Certification
- Right of Way Certification

1.10 PUBLIC OUTREACH

Judith Buethe Communications (JBC) will continue to provide public outreach for this project. JBC is already scoped to provide several update newsletters throughout the project within the PA-ED contract. For the PS&E scope, JBC will coordinate two (2) public meetings. It is anticipated that these meetings will be held following the 65% design submittal and after the project has been awarded. This will provide a check-in with the public and property owners during design and just prior to construction. MTCo will continue to provide support at the Shirtsleeve and Council meetings as needed.

TASK 2: DETAILED PROJECT DESIGN

2.1 STRUCTURES DESIGN

MTCo will prepare structure plans based upon the approved General Plan. The structure will be designed using Load and Resistance Factor Design following AASHTO LRFD Bridge Design Specifications. Other references that MTCo will follow are Caltrans Division of Structures Bridge Memo to Designers, Bridge Design Aids, Bridge Design Details, and BNSF-UPRR Guidelines for Railroad Grade Separation Projects.

2.2 STRUCTURE INDEPENDENT CHECK

Upon completion of the 65% Structures Submittal, APEX will commence the structures independent check. All discrepancies between the designer and independent checker will be resolved prior to the 95% Submittal.

2.3 LANDSCAPE DESIGN

Pennino Design Group (PDG) will develop up to two concepts for hardscape and landscaping the median and the outside embankments for the overhead crossing from Hutchins to Stockton. This scope includes preliminary design of all four quadrants of the grade separation. The scope and fee can be adjusted if the City decides to landscape the northwest quadrant only.

2.4 UTILITY COORDINATION

MTCo will coordinate with utility companies to relocate their facilities to accommodate construction. This includes:

- Sending Utility "A" Letters (Already sent in PA-ED contract)
- Sending Preliminary Conflict Mapping (Already sent in PA-ED contract)
- Attending Field Meeting with Utility Companies
- Utility Company will Prepare Their Relocation Design
- Utility Companies will Send Their Claim Letters Submitted to the City
- City and Utility Companies will Approve Agreements
- Preparing Certification of Sufficiency (MTCo and Neil O. Anderson)
- Caltrans will Issue an Environmental Certification
- Caltrans will Issue an Right of Way Certification

TASK 3: RIGHT OF WAY SERVICES

It is assumed there will be seven (7) acquisitions, and temporary access will be allowed with Rights of Entry. With federal funding, Caltrans will be involved in every step of the right of way acquisition process. They will review the plats, descriptions, appraisals, and offers, and will ultimately issue a right of way certification.

3.1 APPRAISAL SERVICES

Interwest will subcontract with Sierra West Valuation to perform appraisal services as described below. The reports will be prepared in conformance with and subject to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP).

3.2 APPRAISAL REVIEW

Interwest will subcontract with Henry Spoto to perform the appraisal review services described below. The reports will be reviewed in conformance with and subject to the requirements of the USPAP.

3.3 ACQUISITION/NEGOTIATION PROCESS

Interwest's licensed agents will negotiate to acquire interests that are identified and required for the project. Interests to be acquired or cleared include, but may not be limited to: fee andpermanent and temporary construction easement.

MTCo will be heavily involved with the acquisition and appraisals, providing exhibits and attending field meetings with the appraiser and property owners as needed.

TASK 4: PROJECT PLANS SPECIFICATIONS & ESTIMATES (PS&E)

MTCo and our subconsultants will prepare the Plans, Specifications, and Estimates (PS&E) based on designs performed in Task 2 of this scope of work. The plans will be prepared in AutoCAD, in a version compatible with the City's software requirements. Specifications will be prepared in MS Word and will be based on the City and Caltrans specifications. The Estimates will be prepared in MS Excel and will include quantities and current

construction pricing. The Plans and Estimates (P&E) will be provided at 65% submittal and the PS&E will be provided at the 95%, 100% and Bid Package stages. It is anticipated the plan package will include the following plan sheets:

DESCRIPTION	SCALE	# OF SHEETS
Title Sheet	N/A	1
General Notes	N/A	1
Project Survey Control	N/A	1
Typical Section(s)	N/A	3
Layouts	1 inch = 20 feet	4
Profiles	Varies	5
Construction Details	Varies	9
Water Pollution Control Plans	1 inch = 20 feet	7
Drainage Plans, Profiles, & Details	Varies	13
Stage Construction/Traffic Control	Varies	17
Signing and Striping	1 inch = 40 feet	4
Traffic Signal & Lighting Plan	Varies	7
Structures Plans	Varies	22
	TOTAL	94

4.1 PROJECT PLANS

MTCo and our subconsultants will prepare the following Plan Submittals:

4.1.1 65% PLAN SUBMITTAL

The 65% plan submittal will include the sheets specified above and will specify critical details needing approval. The intent of this submittal is to gain buy-off on plan layout and standards used, and confirm property and utility impacts.

4.1.2 95% PLAN SUBMITTAL

The 95% plan submittal will include the plan sheets specified above and details. The 95% plan submittal is considered to be 100% and will be used to perform a thorough internal review for constructability and bidability.

4.1.3 100% PLAN SUBMITTAL

The 100% plan submittal will include the plan sheets specified above and details, and will include final comments received by the City and MTCo's internal reviewers.

4.1.4 BID SET SUBMITTAL

The Bid Set submittal will be printed on mylar or vellum (whichever the City prefers), and will be signed and ready for the City to advertise.

4.2 SPECIAL PROVISIONS

MTCo will prepare Special Provisions for the project. The specials provisions will combine of Caltrans general provisions and the City's technical provisions. The special provisions will be submitted at the 95% and 100% plan reviews and Bid Set.

4.3 ESTIMATES

MTCo will prepare preliminary construction cost estimates and submit them with each plan submittal. MTCo will also prepare preliminary costs for design options, as needed, for the City to make decisions.

4.4 GENERAL CROSS-SECTIONS

MTCo will use Autodesk Civil 3D to create general cross-sections at 50-foot intervals. The general cross-sections will include the pavement sections, curbs, gutters, sidewalks, ditches, soundwalls, and critical offsets and elevations. These cross-sections will be used for estimating excavation and embankment quantities, and will be available to the contractor during bidding.

4.5 SLOPE STAKE NOTES

MTCo will export information from the general cross-sections produced in Task 4.5 into an Excel spreadsheet. This information can be used by the surveyors providing construction staking for the project.

4.6 RESIDENT ENGINEER FILE

MTCo will provide a Resident Engineer (RE) File to the City prior to construction. The RE File will provide useful information to the construction inspector, and will generally include quantity calculations, critical information the inspector should know, etc.

4.7 PREPARE PRELIMINARY SWPPP

MTCo has several certified QSPs and QSDs on staff. It is now required that preliminary SWPPPs be prepared and uploaded to the State's website in order to receive a WDID number (as required by Caltrans). MTCo will prepare the preliminary SWPPP for upload.

TASK 5: BIDDING ASSISTANCE AND CONSTRUCTION SUPPORT

5.1 BIDDING ASSISTANCE

MTCo and our subconsultants will provide assistance, as required, to the City during bidding of the project. An allowance has been provided for bidding assistance in our fee, and this work will be charged on a time and materials basis.

5.2 CONSTRUCTION SUPPORT

MTCo and our subconsultants will provide assistance, as required, to the City during construction of the project. An allowance has been provided for construction support in our fee, and this work will be charged on a time and materials basis.

5.3 RECORD DRAWINGS

MTCo and our subconsultants will provide Record Drawings to the City after construction is complete.

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No. Harney Lane Grade Separation
CONSULTANT Mark Thomas & Company

Date 8-Oct-12

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate		Total
Engineering Manager III		78.00-89.99	700.0	@ $	78.00	$	54,600.00
Structural Manager		89.00-100.99	48.0	@ $	89.00	$	4,272.00
Engineer VI		46.00-52.49	240.0	@ $	46.50	$	11,160.00
Engineer V		42.00-45.99	1236.0	@ $	42.50	$	52,530.00
Engineer IV		38.50-41.99	1824.0	@ $	38.50	$	70,224.00
Engineer II		31.50-34.49	632.0	@ $	31.75	$	20,066.00
Engineer Technicial		26.00-32.49	936.0	@ $	26.00	$	24,336.00
Land Surveyor		50.00-57.00	16.0	@ $	51.00	$	816.00
Project Surveyor		33.00-41.99	80.0	@ $	35.00	$	2,800.00
Admin		18.00-29.00	14.0	@ $	19.00	$	266.00
			0.0	@ $	0.00		-

Subtotal Direct Labor Costs $ 241,070.00
Anticipated Salary Increases (0% for one year) $ -

Total Direct Labor Costs $ 241,070.00

FRINGE BENEFITS

	Rate	Total	
Fringe Benefits	43.92%	$ 105,877.94	
Total Fringe Benefits		-	$ 105,877.94

INDIRECT COSTS

Overhead/General and Administrative	125.98%	$ 303,699.99	
Total Indirect Costs		0.00	$ 303,699.99

FEE @ 10% $ 65,064.79

OTHER COSTS

Mileage	$	
Reproductions Costs (out of office blue lines, xerox, binding)	$ 10,000.00	
Utility Potholing	$ 9,640.00	
Mail & Delivery Services (California Overnight and Postage)	$ 360.00	
Total Other Costs		$ 20,000.00

MTCo TOTAL COSTS $ 735,712.72

SUBCONSULTANT 10-H TOTAL COSTS

APEX Civil Engineering	$ 55,486.67
Judith Buethe Communications	$ 28,044.26
Fehr & Peers	$ 35,226.00
Interwest Consulting Group - Real Estate Consultants	$ 82,641.96
Pennino Design Group	$ 12,036.06
Subconsultants Total Costs	$ 213,434.95

TOTAL COSTS $ 949,147.67

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No. Hamey Lane Grade Separation
CONSULTANT APEX Civil Engineering

Date 10/08/12

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate		Total
Principal	Patricia Preston	66-129	80.0	@ $	72.12	$	5,769.60
Senior Engineer	Joe Gutierrez	50-58	185.0	@ $	52.88	$	9,782.80
CADD Technician	Richard Uhlman	32-38	80.0	@ $	36.06	$	2,884.80
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00		-

Subtotal Direct Labor Costs $ 18,437.20

Total Direct Labor Costs $ 18,437.20

FRINGE BENEFITS
Fringe Benefits Multiplier (Payroll taxes, benefits, retirement, bonuses, occupancy) — Rate 158.68% — Total $ 29,256.89

Total Fringe and Labor $ 47,694.09

INDIRECT COSTS
Overhead/General and Administrative — 5.00% — $ 2,384.70

Total Indirect Costs $ 2,384.70

FEE @ 10% $ 5,007.88

OTHER COSTS

Mileage	$ -
Computer Fees - Modeling	$ -
Reproductions Costs (out of office blue lines, xerox, binding)	$ 350.00
Photographic Film & Processing	$ -
Mail & Delivery Services (California Overnight and Postage)	$ 50.00
Total Other Costs	$ 400.00

TOTAL COSTS $ 55,486.67

Estimate By: Patricia Preston 9/29/2012

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No. Harney Lane Grade Separation
CONSULTANT Judith Buethe Communications

Date 10/08/12

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate		Total
Principal/Proj. Mgr.	J. Buethe	55.00	93.0	@ $	55.00	$	5,115.00
Sr.Associate/Creative Dir.	M. Williams	30.00	29.0	@ $	30.00	$	870.00
Admin. Asst.	L. Huey	19.37	28.0	@ $	19.37	$	542.36
Associate	M. Chapman	26.99	3.0	@ $	26.99	$	80.97
Clerical	K. Williams	13.26	30.0	@ $	13.26	$	397.80
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00		-

Subtotal Direct Labor Costs $ 7,006.13

Total Direct Labor Costs $ 7,006.13

FRINGE BENEFITS
Fringe Benefits Multiplier
(Payroll taxes, benefits, retirement, bonuses, occupancy)

	Rate		Total
	20.00%	$	1,401.23

Total Fringe and Labor $ 8,407.36

INDIRECT COSTS
Overhead/General and Administrative 96.00% $ 8,071.06

Total Indirect Costs $ 8,071.06

FEE @ 10% $ 1,647.84

OTHER COSTS

Mileage	$ 180.00	
Direct mail (3 invitations and 3 newsletters)	$ 6,700.00	
Advertising In Lodi News-Sentinel	$ 1,800.00	
Public meeting printing, supplies (assumes mtgs will be held in Council Chambers)	$ 538.00	
Public Steno & Court Reporter	$ 700.00	
Total Other Costs		$ 9,918.00

TOTAL COSTS $ 28,044.26

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No. Harney Lane Grade Separation PS&E and Construction Support — Date 09/28/12
CONSULTANT Fehr & Peers

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate		Total
Sr. Associate II	Kristin Calla		48.0	@ $	57.69	$	2,769.12
Sr. Technician IV	Mike Johnstone		136.0	@ $	42.31	$	5,754.16
Sr. Technician II	Beverly Willett		60.0	@ $	31.25	$	1,875.00
Administrative Asst. IV	Lindsey Soza		8.0	@ $	33.17	$	265.36
Administrative Asst. II	Victoria Rose		6.0	@ $	19.95	$	119.70
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00	$	-
			0.0	@ $	0.00		-

Subtotal Direct Labor Costs $ 10,783.34
Anticipated Salary Increases (5% for one year) $ 539.17

Total Direct Labor Costs $ 11,322.51

FRINGE BENEFITS

	Rate	Total	
Fringe Benefits	54.93%	$ 6,219.45	
Total Fringe Benefits			$ 6,219.45

INDIRECT COSTS

Overhead/General and Administrative	125.54%	$ 14,214.28	
Total Indirect Costs			$ 14,214.28

FEE @ 10% $ 3,175.62

OTHER COSTS

Mileage	$ 200.00	
Reproductions Costs (out of office blue lines, xerox, binding)	$	
Photographic Film & Processing	$	
Mail & Delivery Services (California Overnight and Postage)	$ 94.14	
Total Other Costs		$ 294.14

TOTAL COSTS $ 35,226.00

Katie Carr, Principal

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

CONTRACT No. Harney Lane Grade Separation
CONSULTANT Interwest Consulting Group - Real Estate Consultant

Date 10/08/12

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate		Total
Project Manager	Julie Cline	55-60	65.0	@ $	59.62	$	3,875.30
Senior Agent	John Almazan	50-55	240.0	@ $	54.00	$	12,960.00
Admin Staff	Gina Wong	25-30	60.0	@ $	28.25	$	1,695.00
				@ $		$	
				@ $		$	-
				@ $		$	-
				@ $		$	-
				@ $		$	-
				@ $		$	-
				@ $		$	-
				@ $			-

Subtotal Direct Labor Costs $ 18,530.30

Total Direct Labor Costs $ 18,530.30

FRINGE BENEFITS
Fringe Benefits Multiplier (Rate 47.00%) $ 8,709.24
(Payroll taxes, benefits, retirement, bonuses, occupancy)

Total Fringe and Labor $ 27,239.54

INDIRECT COSTS
Overhead/General and Administrative 59.00% $ 16,071.33

Total Indirect Costs $ 16,071.33

FEE @ 10% $ 4,331.09

OTHER COSTS
Sierra West Valuation - Appraisal Services $ 26,000.00
Henry Spoto- Appraisal Review Services $ 8,000.00
Fidelity National Title Co. - PTR for UPRR Property $ 1,000.00
$
$

Total Other Costs $ 35,000.00

TOTAL COSTS $ 82,641.96

Form 10H
CONSULTANT COST PROPOSAL

COST PROPOSAL

Date 10/08/12

CONTRACT No. Harney Lane Grade Separation
CONSULTANT Pennino Design Group

DIRECT LABOR

Classification	Name	Range	Hours		Initial Hourly Rate		Total
Landscape Architect	Valerie Pennino	75-100	75.0	@ $	80.00	$	6,000.00
Administration	Bryan Pennino	22-30	5.0	@ $	20.00	$	100.00

Subtotal Direct Labor Costs $ 6,100.00

Total Direct Labor Costs $ 6,100.00

FRINGE BENEFITS
Fringe Benefits Multiplier
(Payroll taxes, benefits, retirement, bonuses, occupancy)

Rate		Total
75.00%	$	4,575.00

Total Fringe and Labor $ 10,675.00

INDIRECT COSTS
Overhead/General and Administrative 2.50% $ 266.88

Total Indirect Costs $ 266.88

FEE @ 10% $ 1,094.19

OTHER COSTS

Mileage	$ -
Computer Fees - Modeling	$ -
Reproductions Costs (out of office blue lines, xerox, binding)	$ -
Photographic Film & Processing	$ -
Mail & Delivery Services (California Overnight and Postage)	$ -

Total Other Costs $ -

TOTAL COSTS $ 12,036.06

EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract 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 contract, 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 Ea. Occurrence

   $1,000,000 Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY

   $1,000,000 Bodily Injury - Ea. Person
   $1,000,000 Bodily Injury - Ea. Occurrence

   $1,000,000 Property Damage - Ea. Occurrence

3. PROFESSIONAL LIABILITY

   $1,000,000 Ea. Occurrence

NOTE: 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.).

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, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

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

(a) Additional Named Insured Endorsement
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.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) 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.

(d) 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 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, 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 contract 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. 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 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will **any** work begin on a project until the proper insurance certificate is received by the City.

Exhibit D

CITY OF LODI
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS

for

PROJECT MANAGEMENT, DESIGN AND ENGINEERING

for the

HARNEY LANE / UNION PACIFIC RAILROAD

GRADE SEPARATION PROJECT

Please Submit Proposals to:
City of Lodi
Public Works Department
P.O. Box 3006
(221 West Pine Street)
Lodi, CA 95241 (95240)

Attn: Wally Sandelin, Public Works Director

Solicitation: Proposal for Professional Engineering and Environmental Services for the Harney Lane/UPRR Grade Separation Project

Deadline for Submittal of Proposals
No later than 11:00 a.m. on Monday, October 8, 2012

TABLE OF CONTENTS

Section	Page
Introduction	2
Figure 1 – Vicinity Map	3
Schedule	4
Prevailing Wage Requirements	4
Scope of Work	4
Proposal Format	9
Proposal Submittal Instructions	12
Evaluation Criteria	13
Selection Procedure	13
General Terms and Conditions	13
Inquiries	14
Attachments	14

1. Sample Contract with Indemnification and Insurance Requirements
2. Required Federal Form Submittals
3. Forms Required upon Execution of Agreement
4. Overall Project Cost Estimate

INTRODUCTION

Harney Lane is a two-lane east-west urban collector near the City of Lodi's southern city limit. It intersects the Union Pacific Railroad approximately ¾ miles west of State Route 99. The City of Lodi recently adopted a Specific Plan for Harney Lane which reclassified it as a four-lane divided expressway. The City of Lodi is also planning several improvement projects along the Harney Lane corridor between Lower Sacramento Road to the west and State Route 99 to the east. This combined with the improvements to Harney Lane at State Route 99 that were recently constructed will increase the usage of Harney Lane. Keeping the existing at-grade railroad crossing along Harney Lane would cause significant traffic congestion, with a compound effect on surrounding intersections and the State Route 99/ Harney Lane interchange. The construction of a railroad grade separation at this location will be an integral piece of the planned improvements to Harney Lane.

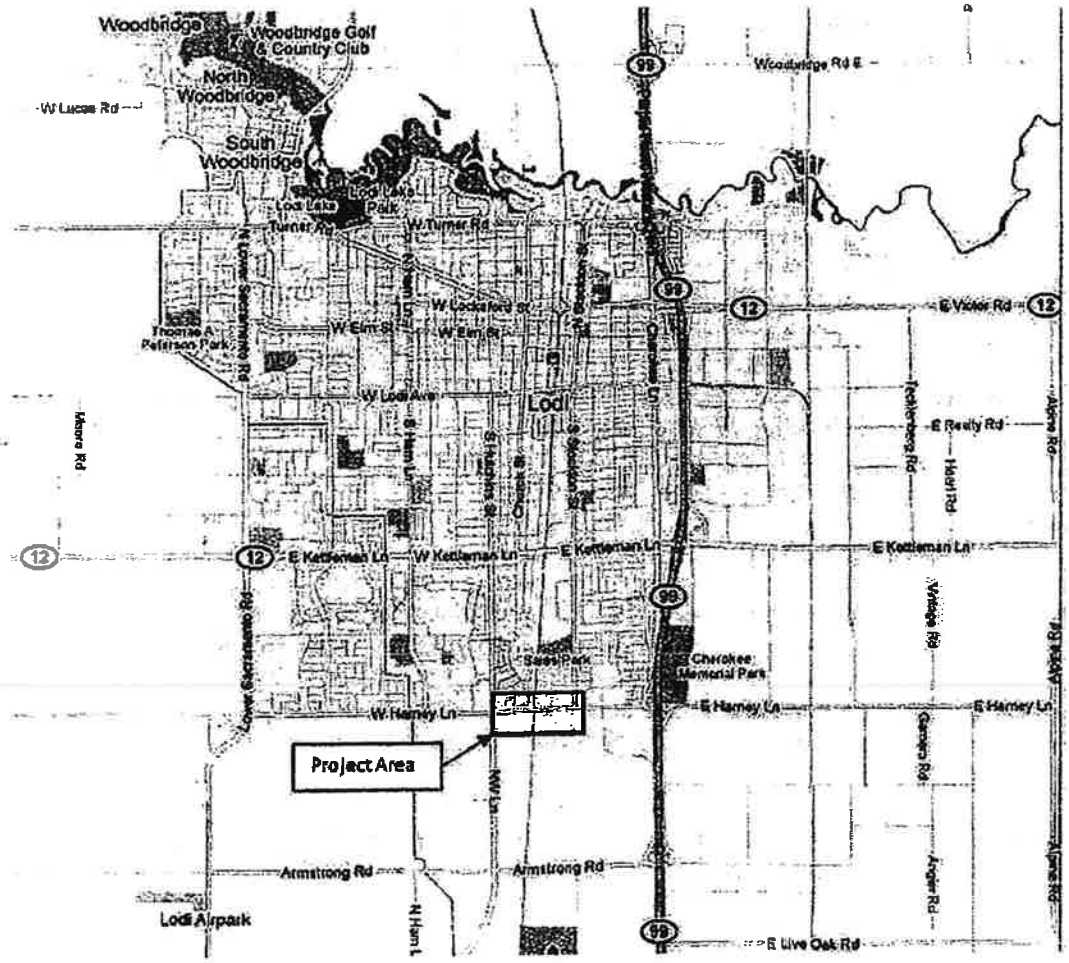
The City of Lodi ("City") is soliciting sealed proposals from Civil Engineering firms (California Registered Civil Engineer required) to provide professional engineering services for the Harney Lane/Union Pacific Railroad Grade Separation Project. The Scope of Services shall include, but is not limited to: project management, final right of way engineering, and final design of the proposed grade separation. This work will include all coordination with the California Public Utilities Commission (CPUC), the Union Pacific Railroad (UPRR) and all other necessary agencies; identifying and obtaining all regulatory permits; and preparing a complete set of plans, specifications, and an engineer's estimate (PS&E) for the proposed improvements. The purpose of this procurement is to select the most qualified firm to enter into a contract with the City to provide professional engineering services for the preparation of PS&E for construction of the Harney Lane/UPRR Grade Separation Project.

The City is seeking consultants with strong general civil engineering and structural design skills, depth of resources, and sensitivity to the local and regulatory issues. Firms should have knowledge of the City's Standard Plans and Design Standards, as well as knowledge of the BNSF/UPRR Guidelines for Railroad Grade Separation Projects, AASHTO Design Guidelines, Caltrans Highway Design Manual, Caltrans Bridge Design Manuals, Caltrans Standard Plans, and Caltrans Standard Specifications.

The Project Location is identified in the project location map included herein as Figure 1.

Figure 1
Vicinity Map

Grade Separation: Harney Lane at Union Pacific Railroad



WORK COMPLETED BY OTHERS

The City contracted with Mark Thomas & Company to perform preliminary engineering, base mapping, geotechnical investigations and environmental review. Mark Thomas & Company is scheduled to complete these tasks on or before February 13, 2013. Any Consultant awarded the contract shall incorporate the appropriate preliminary engineering, base mapping, geotechnical and environmental information into the design documents. Because the Harney Lane Grade Separation Project will be Federally funded, any Consultant awarded the contract must work with the City to be sure all work is cohesive with the timing as set forth in the Federal funding guidelines.

SCHEDULE

The City has established the following dates for this RFP:

RFP released	September 10, 2012
Proposals due	October 8, 2012
Proposals evaluated by review team	October 9 - 17, 2012
Interviews of short-listed firms (if necessary)	October 17, 2012
Award recommendation to City Council	November 7, 2012
Contract Execution/Work Commences	November 12, 2012

This schedule is subject to change and can be affected by various intervening events.

PREVAILING WAGE REQUIREMENTS

The services described herein are considered "public works" as defined by California Labor Code Section 1720 et seq. Any Consultant awarded a contract as the result of this RFP shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services under the Consultant's contract.

SCOPE OF WORK

The Consultant shall have the ability to deliver a wide range of services including, but not limited to: bridge engineering, civil engineering, project management, development of PS&E, permitting, and construction support. The Consultant will serve as the central coordinator for all activities between the consulting team, City Staff, the CPUC, the UPRR, and regulatory agencies.

A sample contract is provided as Attachment 1.

Listed below are tasks the consultant is expected to incorporate in the proposed scope of services. It is not intended that the tasks included below comprise a comprehensive list or are the only tasks required for this project. Each consultant firm should, based on its expertise, develop a comprehensive and detailed scope of services necessary to complete the deliverables listed in this section of the RFP.

Phase I – Project Management, Final Design and Preparation of Plans, Specifications and Estimate

Project Management

The Consultant shall provide professional and technical services during the scope of work. The following are some of the Consultant's tasks for this project:

1. Develop a project team and prepare the project scope of work, activities, schedule, and work plan. Define key issues and goals and coordinate responsibilities of project team members.
2. Hold regular project team coordination and status meetings, and prepare agenda, meeting minutes and action items. Meetings should be held a minimum of once a month.
3. Prepare monthly progress reports addressing progress of work; project schedule; information/decisions required to maintain the project schedule and complete deliverables; problems encountered that may affect the schedule, budgets, and anticipated work items; and discuss recommendations to address issues.
4. Provide and maintain a Critical Path Method (CPM) schedule. The schedule shall list all tasks of all parties involved in the project with estimated start and completion dates. Updates should be provided to the City on a monthly basis and should include planned and actual dates.
5. Comply with all requirements of the UPRR and the CPUC for the design and construction of grade separated intersections.

Deliverables:

- One copy of the project CPM Gantt Chart schedule
- One copy of monthly progress reports and schedules
- Copies of meeting notes prepared by Consultant and distribution to all attendees

Preparation of Geometric Approval Drawings (GAD), 65%, 95%, 100% Draft and Final Plans, Specifications, Estimates, and Related Documents

The Consultant shall be responsible for providing plans, specifications, estimates, and related documents in accordance with the requirements described below. The final plans, specifications, and estimates shall include all details necessary so the City can immediately proceed with advertisement of bids, award, and construction of the project. The final documents shall include all on-site environmental mitigation measures and shall clearly indicate project phasing, if required, and coordination necessary to allow construction to proceed in an orderly and safe manner. Design plans shall be prepared in AutoCAD and include the Digital Terrain Model (DTM) used to create project contours. The design shall be in accordance with the requirements of the most current Burlington Northern Santa Fe Railway - Union Pacific Railroad Guidelines for Railroad Grade Separation Projects, AASHTO Highway Design Guidelines, and the Caltrans Highway Design Manual, Caltrans Bridge Design Manual, San Joaquin County Storm Management Manual, and the City of Lodi Design Standards.

The Consultant shall identify all pertinent utilities within the project areas. Consultant shall perform "potholing" of utilities that may be in conflict with the proposed project improvements. Consultant shall coordinate all utility "potholing" work with the utility in question and contact USA prior to any excavation work. Consultant shall coordinate any utility relocation work with

the affected utility while keeping City informed of all such activities. If Consultant is unable to obtain assistance from any utility in relocating work, they shall notify the City who will assist with resolving any relocation issues. Copies of all written correspondences and related materials shall be submitted to the City for their records, as the work progresses.

The Consultant shall be responsible for identifying documents requiring review by other agencies, coordinating review and addressing comments.

Geometric Approval Drawings (GAD) shall be submitted for approval prior to performing the 65% PS&E. All right-of-way, permitting, and environmental impacts shall be included in the GAD submittal for approval.

The 65% PS&E shall be sufficiently developed so that an independent bridge design check can be completed. The Consultant shall have the 65% PS&E checked independently by an experienced civil or structural engineer registered in California and not involved with the original design. The independent checker will re-analyze the bridge, verify member capacities, review the special provisions, and prepare independent quantity calculations for the bridge. Issues raised by the checker will be discussed with and resolved by the Consultant. The final design will reflect agreement among the Consultant and the independent checker.

Deliverables for each submittal:

- Three sets of 24" x 34" Geometric Approval Drawings (GAD) for City review and comments
- Three sets of 24" x 34" plans, including cross sections for City review and comments
- Ten sets of 11"x17" plans, including cross sections, for City review and comments
- Electronic AutoCAD format of the plans for City review and comments
- Three sets of 8.5" x 11" Special Provisions, including electronic copy in Microsoft Word format, for City review and comments (65% & 95% submittals only)
- Two copies of the engineer's estimate for construction
- Two copies Design notes and calculations
- Two sets of Independent Design Check Calculations (only with 95% submittal)
- One set of review comments made by the independent checker and response to these comments made by the Consultant (only with 95% submittal)
- Copies of Utility Letter "A" and responses from the utility agencies
- Utility Letter "B" and response from utilities (only with 65% submittal)
- Utility Letter "C" and response from utilities (only with 95% submittal)
- Map indicating pothole locations verifying locations and elevations of existing utility facilities that may have been or are in conflict with proposed road and bridge improvements (only with 65% submittal)
- Two copies of draft permit applications for City review and comment (only with 95% submittal)

Deliverables for Final Plans, Specifications, & Estimate:

- One set of 24" x 34" wet-signed and stamped final plans on mylar, including all necessary details and cross sections

- One set of 11"x17" final plans on mylar, including all necessary details and cross sections
- Electronic AutoCAD format of the final plans for City records
- One set of wet-signed and stamped Special Provisions, including electronic copy in Microsoft Word format
- One copy of wet-signed and stamped Engineer's Estimate, including electronic copy in Microsoft Excel format
- Two wet-signed and stamped Structure Design Calculations for City records
- Two sets of quantity calculations
- One set of construction staking notes and data
- Copies of pertinent agency approvals and permits

Completion Time

The Consultant shall complete all items in Phase I by December 1, 2013, unless otherwise modified by specific contract documents.

Phase II – Bidding Assistance and Construction Support

Bid Assistance and Construction Support
Consultant shall provide clarification and information about the PS&E package during the advertising and construction process. The Consultant shall assist the City in the preparation of any addenda to the PS&E during the advertisement period. Consultant shall review the contractor's shop drawings and any other submittals required. Additionally, Consultant shall be responsible for resolving any errors in the design, which are identified during construction in a timely manner to ensure construction delays are avoided or minimized.

The Consultant shall review and comment on contract change orders. The Consultant shall prepare plan revisions as necessitated by contract change orders.

Deliverables:

- Clarification of documents during advertising and construction, including preparation of any addenda
- Provide review comments and acceptance letters/memos for each of the contractor's shop drawings and any other submittals required
- Attend pre-construction meeting
- Prepare plan revisions as required

Construction Staking Notes and Record Drawing Preparation
Consultant shall provide construction staking and notes for the proposed project. The Consultant shall also be responsible for the preparation of the Record Drawings from documents provided by the construction contractor and the City.

Deliverables:

- Provide construction staking and notes in a format approved by the City
- Provide Record Drawings on mylar

PROPOSAL FORMAT

Each response to this RFP shall include the information described in this section. Provide the information in the order specified and use tabs to identify the different sections of your proposal. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided but should be succinct and relevant to the goals of this RFP. Excessive information **will not** be considered favorably. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Proposals shall have a **maximum of 30** pages, not including the cover letter, index and resumes, and shall contain the following elements, in the order given:

Cover Letter with the following information:

1. Title of this Request for Proposal
2. Name and mailing address of firm (include physical location if mailing address is a P.O. Box)
3. Contact person, telephone number, fax number and e-mail address
4. A statement that the submitting firm will perform the services as described in the Scope of Work.
5. Acknowledgement that all proposals may be considered public information. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it. Therefore, proposers shall specify in their Cover Letter if any portion of their submittal should be treated as proprietary and not releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge. Note: Cost proposals shall be treated as proprietary and shall not be released as public information.

Signatory Requirements - The Cover Letter must be signed by an officer empowered by the proposing firm to sign such material and thereby commit the proposing firm to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

- Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- Proposals which are submitted by an individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

Table of Contents of material included in the proposal - This index must include a clear definition of the material and be identified by sequential page numbers.

A signed copy of official addenda to the RFP, if any, as published by the City and distributed via the City's website.

WARNING: It is the proposer's responsibility to monitor the City's website for possible addenda to this RFP to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her proposal in accordance with the original RFP requirements and all addenda.

Failure to obtain this information shall not relieve you of the requirements contained therein. Additionally, failure to return a signed addendum, when required, may be cause for rejection of your proposal.

Organization Chart - Provide your firm's organization chart designating specific staff members to be assigned to this contract. Include the firm's organizational structure and size variation of employees in the past five years. Also provide a project-specific organizational chart identifying services which would be completed by your firm's staff and those provided by subconsultants.

Experience of Firm and References - Provide a summary of the firm's experience with similar projects, including the date and a brief description of the project. The description is to include, at a minimum, an outline of the complexities of the project, the firm's approach to the project. Related experience to high-profile, fast-track, public-sensitive, local agency projects of similar size and magnitude should be included in this summary. Provide no more than three project references for related projects, including date of project, consultant staff that worked on the project, contact person and phone number. Preference is given to project references that have directly worked with proposed staff.

Proposed Staff - Provide a brief summary of the qualifications/experience of each team member and how the experience applies to this project, preferably not more than one page per team member, to include length of service with the firm and resume.

Qualification/Experience of the subconsultant(s) is also to be included in addition to proposed staff. Describe current and anticipated workload of each team member who will be assigned to this project. Include a discussion of project commitments made to other agencies and a table showing the percentage of time key staff members are available during the course of this project. Include a statement assuring the availability of the proposed staff and the other project commitments noted in this section.

Provide names of project manager and individuals authorized to negotiate contract on behalf of consulting firm.

Project Understanding - Clearly describe your firm's understanding of the nature of work, including key project issues, engineering constraints, milestones, and required approvals relating to the project.

Proposed Scope of Work - Describe the proposed scope of work and your firm's approach to completing the work.

Proposed Project Schedule - Provide a proposed schedule for completion of the project, including major contract milestones. Additionally, the project schedule should include review periods for the City, UPRR, the CPUC and other agency review of the respective submittals. Preference will be given to firms that can demonstrate the knowledge, resources, and ability to expedite the schedule.

Required Statements - Include statements of assurance for the following requirements:

- Non-substitution for the designated members of the proposed staff members and subconsultants (if any) without prior approval by the City
- Conflict of Interest
- Ability to fulfill the indemnification and insurance requirements contained in the sample contract (Attachment 1). Please note that actual Certificates of Insurance are not required as part of your submittal.
- A contract goal of **8.79%** has been determined for this project. The required Federal forms are listed below. These forms shall be filled out and submitted with the proposal. Copies and instructions are provided in Attachment 2.
    - Exhibit 10-F Certification of Consultant, Commissions & Fees
    - Exhibit 10-H Sample Cost Proposal
    - Exhibit 10-I Notice to Proposers DBE Information
    - Exhibit 10-J Standard Agreement for Subcontractor/DBE participation
    - Exhibit 10-K Certification of Financial Management System and Contract Costs
    - Exhibit 10-L Consultant Certification of Final Indirect Costs
    - Exhibit 10-01 Local Agency Consultant DBE Commitment (Consultant Contracts)
    - Exhibit 10-02 Local Agency Consultant DBE Information
    - Exhibit 10-P Nonlobbying Certification for Federal-Aid Contracts
    - Exhibit 10-Q Disclosure of Lobbying Activities
    - Exhibit 12-E Attachment E Debarment and Suspension Certification
    - Exhibit 12-G Bidder's List of Subcontractors (DBE and Non-DBE) - Part I and Part II
    - Exhibit 15-H UDBE Information - Good Faith Efforts
- The following Federal forms are required upon execution of agreement with Consultant. Copies and instructions are provided in Attachment 3.
    - Exhibit 10-E Sample Payment Clauses
    - Exhibit 10-V Non-Discrimination Clause
    - Exhibit 17-F Final Report - Utilization of DBEs
    - Exhibit 17-O DBE Certification Status Change

Cost Proposal- Submit one (1) copy of proposed hourly rate(s), with not-to-exceed totals for each of the tasks identified in the Scope of Work. The Cost Proposal shall be submitted in a separate sealed envelope, clearly marked with the name of your firm, the name of the project, and identified as "Cost Proposal". The Cost Proposal does not apply to the page count. Cost proposals shall be treated as proprietary and shall not be released as public information. Cost proposals of those firms not awarded the RFP shall be destroyed.

PROPOSAL SUBMITTAL INSTRUCTIONS

One (1) original and three (3) copies of your Proposal and one (1) copy of your Cost Proposal in a separate sealed envelope, shall be received by the City of Lodi Public Works Department not later than the date and time indicated on the cover page of this RFP. Faxed and/or emailed proposals shall not be accepted. All proposals shall be submitted in a sealed envelope or container, and clearly marked with the RFP title.

Proposals must be submitted ONLY to:

City of Lodi Public Works Department
Attn: Wally Sandelin, Public Works Director
P.O. Box 3006
(221 West Pine Street)
Lodi, CA 95241-1910 (95240)

Late proposals will not be accepted or considered. The City of Lodi shall not be responsible for proposals delivered to a person or location other than that specified in this RFP.

All proposals, whether selected or rejected, shall become the property of the City of Lodi and will not be returned.

All costs associated with proposal preparation shall be borne by the proposer.

All proposals shall remain firm for one hundred eighty (180) days following the closing date for the receipt of proposals.

EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm for this project:

Evaluation Criteria	Maximum Points
Understanding of the work to be done	25
Experience with similar kinds of work	20
Quality of staff work to be done	15
Capability of developing innovative or advanced techniques	10
Familiarity with state and federal procedures	10
Financial responsibility	10
Demonstrated Technical Ability	10
Total Possible Points	100

SELECTION PROCEDURE

Proposals will be reviewed for responsiveness, and responsive proposals will be screened by a selection committee in accordance with the above criteria. The top two firm(s) submitting the highest rated proposal(s) *may* be invited for interviews. The proposed project manager and project engineer shall represent the firm at the interview.

The City reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.

The City reserves the right to award a contract to the firm that presents the best qualifications and whose proposal best accomplishes the desired results.

The City reserves the right to reject any or all proposals, or to waive minor defects and/or irregularities in said proposals, or to negotiate minor deviations with the successful firm(s). The City shall be the sole judge of the materiality of any such defect or irregularity.

GENERAL TERMS AND CONDITIONS

Exceptions: If the Proposer takes exceptions to the specifications, terms and conditions of this RFP or the Draft Contract, or as amended by any addenda subsequently issued, they must do so in writing. Said exceptions must be submitted with the Proposer's response to this RFP. Failure to do so shall signify acceptance of all specifications, terms and conditions and General Provisions of this RFP and the resulting contract.

Standard Contract: Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a consultant services agreement, a sample of which is included as Attachment 1. Proposers are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be clearly specified in a separate letter in your submittal, the nature of which may affect the evaluation of your submittal and the perceived ability to successfully award a contract to your firm/individual.

Independent Contractor: At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the City of Lodi.

Ownership of Information: All reports, documentation, and material developed or acquired by the Consultant as a direct requirement specified herein shall become the property of the City of Lodi. The Consultant agrees and understands that all discussions with the Consultant and all information gained by the Consultant as a result of the Consultant's performance under the contract, shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City.

Non-Appropriation: The City may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

Conflict of Interest: The Consultant shall warrant that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

Non-Collusion: Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary consultant and the associated subconsultants.

Indemnification and Insurance Requirements: The indemnification and insurance requirements are provided in Attachment 1.

INQUIRIES

All general inquiries regarding the RFP process or proposal submission must be directed to:

Wally Sandelin, Public Works Director
City of Lodi Public Works Department
P.O. Box 3006
(221 West Pine Street)
Lodi, CA 95241-1910 (95240)
Email: wsandelin@lodi.gov / Phone: 209-333-6709

Email is the preferred method of receiving inquiries.

ATTACHMENTS

1. Sample Contract with Indemnification and Insurance Requirements
2. Required Federal Form Submittals
3. Federal Forms Required upon Execution of Agreements
4. Overall Project Cost Estimate

Attachment 1

Sample Contract with Indemnification and Insurance Requirements

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and (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 PROJECT MANAGEMENT, DESIGN AND ENGINEERING FOR HARNEY LANE/UNION PACIFIC RAILROAD GRADE SEPARATION 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 _____, 2012 and terminates upon the completion of the Scope of Services or on _____, 2013, 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), 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 of the City of Lodi or its officers or agents.

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:

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 apply to this contract. In the event of a conflict between the terms of this contract 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:

_____
RANDI JOHL
City Clerk

_____
KONRADT BARTLAM, City Manager

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

By: _____

CONTRACTOR:

By: _____
Name:
Title:

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements

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

Doc ID:

CA:rev.01.2012

EXHIBIT A

Scope of Work The Consultant shall have the ability to deliver a wide range of services including, but not limited to: bridge engineering, civil engineering, project management, environmental studies, environmental documentation, geotechnical engineering, development of PS&E, permitting, and construction support. In addition, the Consultant shall provide surveying, base mapping, and preliminary design and alternative analysis and selection for the proposed grade separation. The Consultant will serve as the central coordinator for all activities between the consulting team, City Staff, the CPUC, the UPRR, and regulatory agencies.

EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract 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 contract, 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 Ea. Occurrence

   $1,000,000 Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY

   $1,000,000 Bodily Injury - Ea. Person
   $1,000,000 Bodily Injury - Ea. Occurrence

   $1,000,000 Property Damage - Ea. Occurrence

3. PROFESSIONAL LIABILITY

   $1,000,000 Ea. Occurrence

NOTE: 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.).

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, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

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

(a) Additional Named Insured Endorsement
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.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) 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.

(d) 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 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, 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 contract 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. 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 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

Attachment 2

Required Federal Forms Submittals

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

_____ (Date)

_____ (Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

EXHIBIT 10-H SAMPLE COST PROPOSAL

(EXAMPLE #1)

Contract No._____ Date _____

Consultant _____

DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Project Manager	_____	_____	_____	@_____	$_____
Highway Engineer	_____	_____	_____	@_____	$_____
	_____	_____	_____	@_____	$_____
Bridge Engineer	_____	_____	_____	@_____	$_____
	_____	_____	_____	@_____	$_____
Technician	_____	_____	_____	@_____	$_____
Project Manager	_____	_____	_____	@_____	$_____
	_____	_____	_____	@_____	$_____
	_____	_____	_____	@_____	$_____
	_____	_____	_____	@_____	$_____

Subtotal Direct Labor Costs $_____
Anticipated Salary Increases $_____
Total Direct Labor Costs $_____

Fringe Benefits	Rate	Total	
	_____%	$_____	
Total Fringe Benefits			$_____

Indirect Costs			
Overhead	_____%	$_____	
General and Administrative	_____%	$_____	
Total Indirect Costs			$_____

FEE (Profit) $_____

OTHER COSTS

Travel Costs	$_____	
Equipment and Supplies (Itemize)	$_____	
Other Direct Costs (Itemize)	$_____	
Total Other Costs		$_____

Subcontractor Costs (attach detailed cost estimate for each subcontractor) $_____

TOTAL COST $_____

(EXAMPLE #2)

	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL		+		+		=	
OVERTIME		+		+		=	

FEE % = _____

BILLING INFORMATION

CALCULATION INFORMATION

Name/Classification[1]	Hourly Billing Rates			Effective date of hourly rate		Actual/ average hourly rate[2]	% or $ increase	Hourly range for class
	Straight	OT(1.5x)	OT(2x)	From	To			

1. Names and classifications of prime and subconsultant team members (Key Personnel): _____
2. For named Key Personnel employees enter the actual hourly rate. For non-Key Personnel prime and subconsultant classifications, list the average hourly rate for that classification unless names are provided, then enter their actual hourly rate.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Agreement of 8.79 %

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, a "Local Agency Proposer DBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal, and all DBE participation shall be collected and reported.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. This form collects all DBE participation . Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

   1. The proposer is a DBE and will meet the goal by performing work with its own forces.

   2. The proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.

   3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.

G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: http://www.dot.ca.gov/hq/bep/.

- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
- Click on *Search for a DBE Firm* link
- Click on *Access to the DBE Query Form* located on the first line in the center of the page
- Searches can be performed by one or more criteria
- Follow instructions on the screen

C. How to Obtain a List of Certified DBEs without Internet Access:

DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. **FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:**

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.

B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

EXHIBIT 10-G CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Public Works Director of the City of Lodi, and that the consulting firm of Mark Thomas & Company, Inc. ,or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

(a) employ, retain, agree to employ or retain, any firm or person, or

(b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date) (Signature)

Distribution: 1) Local Agency Project File (original & Contract)
2) DLAE (with contract copy)

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the Vice President/Principal, and duly authorized representative of the firm of Mark Thomas & Company, Inc., whose address is 7300 Folsom Boulevard, Suite 203, Sacramento, CA 95826, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

10-05-12
(Date)

(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

EXHIBIT 10-V NON-DISCRIMINATION CLAUSE

(To be included in Consultant Agreement/Contract)

NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

ATTACHMENT E DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Non-Lobbying Certification Form 10-P	
Local Agency:	City of Lodi
Project Description:	Professional Engineering Services
Proposal Date:	September 28, 2012
Proposer's Name:	APEX Civil Engineering

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

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

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

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

As the prospective participant we also agree by submitting this that we shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Patricia Preston, Principal Engineer
Name, Title

Patricia Preston 9-28-2012
Signature, Date

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS
ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: http://www.dot.ca.gov/hq/bep or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

CEM-2402F (REV 02/2008)

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT $

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS NON-DBE	CONTRACT PAYMENTS DBE	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
ORIGINAL COMMITMENT $ DBE			TOTAL	$	$		

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts: Original - District Construction; Copy- Business Enterprise Program; Copy- Contractor; Copy Resident Engineer

Copy Distribution-Local Agency contracts: Original - District Local Assistance Engineer (submitted with the Report of Expenditure; Copy- District Local Assistance Engineer; Copy- Local Agency file

NOT APPLICABLE - MTCo has met contract DBE goal requirements

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____

_____

_____

_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____

_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

NOT APPLICABLE - MTCo has met contract DBE goal requirements

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

NOT APPLICABLE - MTCo has met contract DBE goal requirements

Federal-aid Project No. _____ Bid Opening Date _____

The _____(City/County of)_____established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

EXHIBIT 10-O2: LOCAL AGENCY CONSULTANT DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section

1. Local Agency Name: City of Lodi Department of Public Works
2. Project Location: Lodi, California
3. Project Description: Project Management, Design and Engineering for the Harney Lane/UPRR Grade Separation Project
4. Total Contract Award Amount: $ N/A
5. Consultant Name: Mark Thomas & Company, Inc.
6. Contract DBE Goal %: 8.79 %
7. Total Dollar Amount for all Subcontractors: $ 195,309
8. Total Number of all Subcontractors: 5

Award DBE Information

9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Public Outreach	Judith Buethe Communications	37196	$28,044
	(209) 464-8707		
Structures Independent Check	Apex Civil Engineering	38747	$55,487
	(916) 717-2812		
Landscape Design	Pennino Design Group	37638	$12,036
	(209) 327-4261		

13. Total Dollars Claimed: $ 95,567
14. Total % Claimed: 10.25 %

Local Agency to Complete this Section

20. Local Agency Contract Number:
21. Federal-aid Project Number:
22. Contract Execution Date:

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

23. Local Agency Representative Name (Print)
24. Local Agency Representative Signature
25. Date
26. Local Agency Representative Title
27. (Area Code) Tel. No.

15. Preparer's Signature
16. Preparer's Name (Print): Robert A. Himes
17. Preparer's Title: Vice President/Principal
18. Date: 10/08/2012
19. (Area Code) Tel. No.: (916) 381-9100

Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

28. DLAE Name (Print)
29. DLAE Signature
30. Date

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
(2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

EXHIBIT 10-O1: LOCAL AGENCY CONSULTANT DBE COMMITMENT

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section

1. Local Agency Name: City of Lodi Department of Public Works

2. Project Location: Lodi, California

3. Project Description: Project Management, Design and Engineering for the Harney Lane/UPRR Grade Separation Project

4. Consultant Name: Mark Thomas & Company, Inc.

5. Contract DBE Goal %: 8.79%

DBE Commitment Information

6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Public Outreach	Judith Buethe Communications (209) 464-8707	37196	3.01%
Structures Independent Check	Apex Civil Engineering (916) 717-2812	38747	5.95%
Landscape Design	Pennino Design Group (209) 327-4261	37638	1.29%

10. Total % Claimed: 10.25%

Local Agency to Complete this Section

16. Local Agency Contract Number:

17. Federal-aid Project Number:

18. Proposed Contract Execution Date:

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

19. Local Agency Representative Name (Print)

20. Local Agency Representative Signature

21. Date

22. Local Agency Representative Title

23. (Area Code) Tel. No.

11. Preparer's Signature

Robert A. Himes
12. Preparer's Name (Print)

Vice President/Principal
13. Preparer's Title

10/08/2012
14. Date

(916) 381-9100
15. (Area Code) Tel. No.

Distribution: (1) Original – Submit with Award Package
(2) Copy – Local Agency files

C. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

(Local agency to use either A,B, or C below; delete the other two.)

A. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

EXHIBIT 10-J STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION

1. Subcontractors

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.

B. Any subcontract in excess of $25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.

D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. If the contract has a DBE goal, the Consultant must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.

D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. **FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:**

A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.

B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.

C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: http://www.dot.ca.gov/hq/bep/.

- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
- Click on *Search for a DBE Firm* link
- Click on *Access to the DBE Query Form* located on the first line in the center of the page
- Searches can be performed by one or more criteria
- Follow instructions on the screen

C. How to Obtain a List of Certified DBEs without Internet Access:

DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, a "Local Agency Proposer DBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal, and all DBE participation shall be collected and reported.

A "Local Agency Proposer DBE Information (Consultant Contract)" (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. This form collects all DBE participation . Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

   1. The proposer is a DBE and will meet the goal by performing work with its own forces.

   2. The proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.

   3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.

G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

The Agency has established a DBE goal for this Agreement of **8.79%**

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

NOT APPLICABLE - MTCo has met contract DBE goal requirements

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____

_____

_____

_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____

_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

NOT APPLICABLE - MTCo has met contract DBE goal requirements

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

DBE INFORMATION - GOOD FAITH EFFORTS

NOT APPLICABLE - MTCo has met contract DBE goal requirements

Federal-aid Project No. _____ Bid Opening Date _____

The _____(City/County of)_____established a Disadvantaged Business Enterprise (DBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

[b] a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

[c] a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

[a] a. initial
b. material change

For Material Change Only:
year_____ quarter_____
date of last report _____

4. Name and Address of Reporting Entity

[ ] Prime [X] Subawardee
Tier_____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

MARK THOMAS & COMPANY, INC
7300 FOLSOM BLVD., SUITE 203
SACRAMENTO, CA 95826

Congressional District, if known

6. Federal Department/Agency:

UNKNOWN

7. Federal Program Name/Description:

UNKNOWN

CFDA Number, if applicable_____

8. Federal Action Number, if known:

UNKNOWN

9. Award Amount, if known:

UNKNOWN

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

N/A

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

N/A

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ 0 [ ] actual [ ] planned

12. Form of Payment (check all that apply):

[ ] a. cash
[ ] b. in-kind; specify: nature_____
Value _____

13. Type of Payment (check all that apply)

[ ] a. retainer
[ ] b. one-time fee
[ ] c. commission
[ ] d. contingent fee
[ ] e deferred
[ ] f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

NO SERVICES RENDERED (attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes [ ] No [X]

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Valerie Penning

Print Name: VALERIE A. PENNING

Title: LANDSCAPE ARCHITECT

Telephone No.: 209-327-4216 Date: 9-28-12

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

ATTACHMENT E DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Katie Carr, Principal

Fehr & Peers

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

None

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- b. initial award
- c. post-award

3. Report Type:
- ☐ a. initial
- b. material change

For Material Change Only:
year_____ quarter_____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier_____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)
$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Katie Carr

Print Name: Katie Carr

Title: Principal

Telephone No.: 916-773-1900 Date: 9/26/12

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Pennino Design Group *Address* 1450 Springhaven Way *City State ZIP* Lodi, CA 95242	*Phone* (209) 327-4261 *Fax* (209) 368-9456	☒ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	Landscape Design	YES NO *If YES list DBE #:* *Age of Firm (Yrs)*
Name *Address* *City State ZIP*	*Phone* *Fax*	☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		YES NO *If YES list DBE #:* *Age of Firm (Yrs)*
Name *Address* *City State ZIP*	*Phone* *Fax*	☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		YES NO *If YES list DBE #:* *Age of Firm (Yrs)*
Name *Address* *City State ZIP*	*Phone* *Fax*	☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million		YES NO *If YES list DBE #:* *Age of Firm (Yrs)*

Distribution: 1) Original – Local Agency File

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
Name Judith Buethe Communications *Address* 445 Weber Avenue, Suite 221 *City State ZIP* Stockton, CA 95201	*Phone* (209) 464-8707 *Fax* (209) 942-3080	☒ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	Public Outreach - public meetings, newsletter, website, etc.	YES NO *If YES list DBE #:* Age of Firm (Yrs.)
Name Apex Civil Engineering *Address* 9668 Snowberry Way *City State ZIP* Orangevale, CA 95662	*Phone* (916) 717-2812 *Fax* (916) 988-6770	☒ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☐ > $15 million	Structures Independent Check	YES NO *If YES list DBE #:* Age of Firm (Yrs.)
Name Interwest Consulting Group, Inc. *Address* 9300 W. Stockton Blvd., Ste. 105 *City State ZIP* Elk Grove, CA 95758	*Phone* (916) 683-3340 *Fax* (916) 683-3375	☐ < $1 million ☐ < $5 million ☒ < $10 million ☐ < $15 million ☐ > $15 million	Right of Way Acquisitions	YES NO *If YES list DBE #:* Age of Firm (Yrs.)
Name Fehr & Peers Transportation Consultants *Address* 2990 Lava Ridge Court, Ste. 200 *City State ZIP* Roseville, CA 95661	*Phone* (916) 773-1900 *Fax* (916) 773-2015	☐ < $1 million ☐ < $5 million ☐ < $10 million ☐ < $15 million ☒ > $15 million	Signals and Lighting	YES NO *If YES list DBE #:* Age of Firm (Yrs.)

Distribution: 1) Original - Local Agency File

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year_____ quarter_____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier_____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

none

7. Federal Program Name/Description:

CFDA Number, if applicable_____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Judith Buethe
Print Name: Judith Buethe
Title: Owner
Telephone No.: 209 464-8707 Ext.101 Date: 09/25/12

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

Non-Lobbying Certification Form 10-P	
Local Agency:	City of Lodi
Project Description:	Professional Engineering Services
Proposal Date:	September 28, 2012
Proposer's Name:	APEX Civil Engineering

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

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

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

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

As the prospective participant we also agree by submitting this that we shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

Patricia Preston, Principal Engineer
Name, Title

Patricia Preston 9-28-2012
Signature, Date

EXHIBIT 10-P NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

The prospective participant also agrees by submitting his/her proposal/bid that he/she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

EXHIBIT 10-O1: LOCAL AGENCY CONSULTANT DBE COMMITMENT

(Inclusive of all DBEs at time of proposal)

NOTE: Please refer to instructions on the reverse side of this form.

Consultant to Complete this Section

1. Local Agency Name: City of Lodi Department of Public Works

2. Project Location: Lodi, California

3. Project Description: Project Management, Design and Engineering for the Harney Lane/UPRR Grade Separation Project

4. Consultant Name: Mark Thomas & Company, Inc.

5. Contract DBE Goal %: 8.79%

DBE Commitment Information

6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Public Outreach	Judith Buethe Communications	37196	3.01%
	(209) 464-8707		
Structures Independent Check	Apex Civil Engineering	38747	5.95%
	(916) 717-2812		
Landscape Design	Pennino Design Group	37638	1.29%
	(209) 327-4261		

10. Total % Claimed: 10.25%

Local Agency to Complete this Section

16. Local Agency Contract Number:

17. Federal-aid Project Number:

18. Proposed Contract Execution Date:

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

19. Local Agency Representative Name (Print)

20. Local Agency Representative Signature

21. Date

22. Local Agency Representative Title

23. (Area Code) Tel. No.

11. Preparer's Signature

Robert A. Himes
12. Preparer's Name (Print)

Vice President/Principal
13. Preparer's Title

10/08/2012
14. Date

(916) 381-9100
15. (Area Code) Tel. No.

Distribution: (1) Original – Submit with Award Package
(2) Copy – Local Agency files

ATTACHMENT E DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.
The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

NOT APPLICABLE

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year_____ quarter_____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier_____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable_____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

13. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e deferred
☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

EXHIBIT 10-L CONSULTANT CERTIFICATION OF FINAL INDIRECT COSTS

Firm Name: Mark Thomas & Company, Inc.

Indirect Cost Rate: 125.98%

Date of Proposal Preparation (mm/dd/yyyy): 10/08/2012

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 9/17/2012 to 4/22/2014

I certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

1. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.
2. All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed.

*Consultant Signature: _____

Name and Title (Print) Robert A. Himes, Vice President/Principal

Date of Certification (mm/dd/yyyy): 10/08/2012

*An Individual executive or financial officer of the contractor's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Distribution: 1) Original to Caltrans Audits and Investigations with Cost Proposal if $1M or more
2) Local Agency Project Files

Local Agency Certification – Cost Analysis:

I, the undersigned, certify that I have performed a cost analysis in connection with this contract including, contract modifications exceeding $150,000, for the fiscal period as specified above.

Local Agency Certification Signature: _____

Local Agency Certifying Name and Title (Print): _____

_____

Local Agency Contact Information – Email and Phone number: _____

_____

Date of Certification (mm/dd/yyyy): _____

Date of Cost Analysis (mm/dd/yyyy): _____

Distribution: 1) Original to Caltrans Audits and Investigations with Cost Analysis if $1M or more
2) Local Agency Project Files

EXHIBIT 10-K CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM AND CONTRACT COSTS

Consultant Certification:

Consultant Firm Name: Mark Thomas & Company, Inc.

Cost Proposal Date: October 8, 2012

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 9/17/2012 to 4/22/2014

I, the undersigned, certify that all costs in this proposal (prime consultants and all subconsultants) are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), Part 31 and the indirect cost rate(s) have been prepared or audited in accordance with the following criteria and in the acceptable indirect cost rate schedule formats, and retained in the project files:

1. Generally Accepted Government Auditing Standards (GAGAS) issued by the United States Government Accountability Office, if applicable.
2. 23 Code of Federal Regulations (CFR), Chapter 1, Part 172 – Administration of Engineering and Design Related Service Contracts.
3. 48 CFR, Chapter 1, Part 31 – Contract Cost Principles
4. 48 CFR, Chapter 99, Cost Accounting Standards, Subpart 9900
5. All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed.

I, the undersigned, further certify that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of title 49, CFR, Part 18.20.

In addition, I the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is $ 40,234,327.80 and the number of States in which the firm does business is 1.

*Consultant Certification Signature: [signature]

Consultant Certifying Name and Title (Print): Robert A. Himes, Vice President/Principal

Consultant Contact Information – Email and Phone number rhimes@markthomas.com; (916) 381-9100

Date of Consultant Certification (mm/dd/yyyy) 10/08/2012

*An Individual executive or financial officer of the contractor's organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the Vice President/Principal, and duly authorized representative of the firm of Mark Thomas & Company, Inc., whose address is 7300 Folsom Boulevard, Suite 203, Sacramento, CA 95826, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

10-05-12
(Date)

(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

REQUIRED STATEMENTS

NON-SUBSTITUTION

MTCo acknowledges that no substitution of the proposed team members and subconsultants will be done without prior approval by the City.

CONFLICT OF INTEREST

MTCo warrants that no official or employee of the City has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the City.

NON-COLLUSION

MTCo warrants that our offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with other to submit a cooperative proposal that clearly identifies a primary consultant and the associated subconsultants.

INDEMNIFICATION & INSURANCE COVERAGE

MTCo has the ability to fulfill the indemnification and insurance requirements contained in the sample contract (attachment 1). MTCo also acknowledges that actual Certificates of Insurance are not required as part of our submittal.

NON-DISCRIMINATION AND DBE REQUIREMENTS

It is the policy of MTCo to provide its employees, applicants and independent contractors with a work environment that encourages efficient, productive, and creative work. MTCo does not tolerate any form of harassment, including but not limited to harassment on the basis of race, color, religion, sex, (including pregnancy, childbirth or related medical conditions) national origin, ancestry, age, medical condition, physical disability, mental disability, family care status, veteran status, marital status, sexual orientation, or any other basis prohibited by law.

In addition to MTCo's policy regarding harassment in the work place, the law provides that all employees have the right to file a charge or complaint with the department of Fair Employment and Housing ("DFEH") or the Equal Employment Opportunity Commission ("EEOC"). The EEOC is the federal agency charged with the enforcement of federal laws protecting employees from unlawful discrimination. The DFEH is the state agency that protects employees against unlawful discrimination. If employees think that you they been harassed or have been retaliated against for resisting or complaining, they may file a complaint with the appropriate agency.

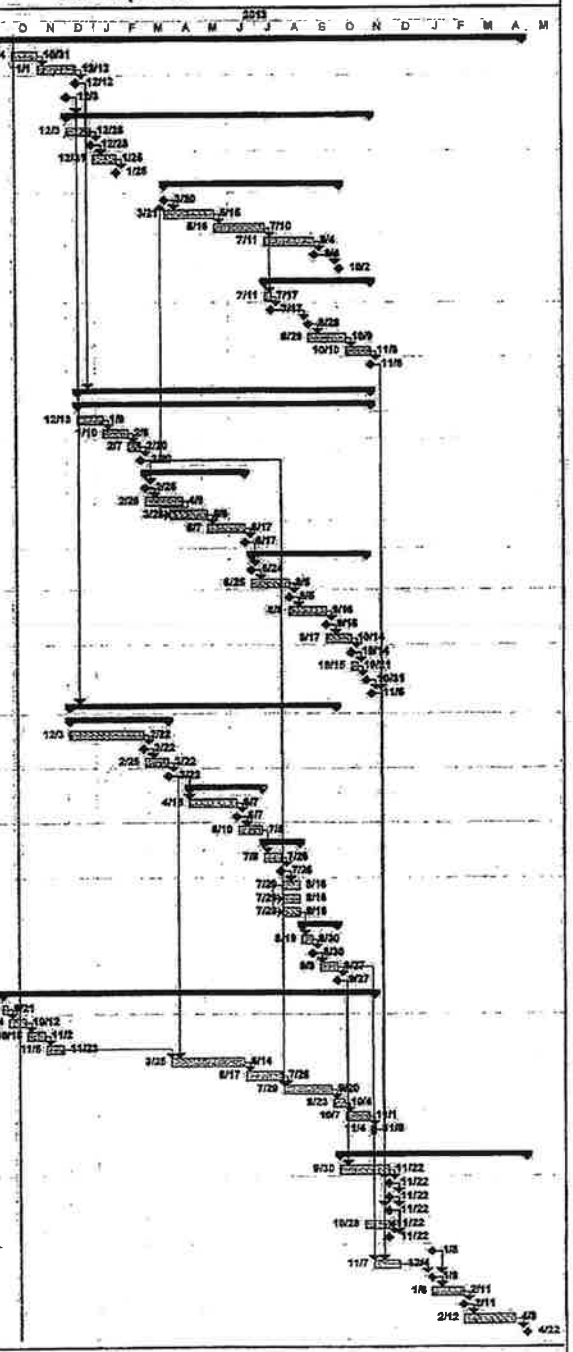
MTCo believes in providing opportunities for Disadvantaged Business Enterprises, with the goal of developing long-term business relationships. Our goals are to identify firms that have similar approaches to management, with good track records of performing quality work on time and within budget. We have been very successful in developing these teaming relationships over many projects (with and without goals), and have successfully met or exceeded DBE goals on previous projects.

For this project, we have enlisted the expertise of three certified DBE firms – Judith Buethe Communications, Apex Civil Engineering, and Pennino Design Group. Together, these firms will be responsible for 10.25% of the work effort for the Harney Lane/UPRR Grade Separation PS&E Project.

PROPOSED PROJECT SCHEDULE

City of Lodi: Harney Lane / UPRR Grade Separation

ID	Task Name	Duration	Start	Finish
1	Harney Lane / UPRR Grade Separation Project	417 days	Mon 9/17/12	Tue 4/22/14
2	Develop Geometric Approval Drawings (PA-ED Contract)	4 wks	Thu 10/4/12	Wed 10/31/12
3	Review GAD (PA-ED Contract)	6 wks	Thu 11/1/12	Wed 12/12/12
4	Approval of GAD's (PA-ED Contract)	0 days	Wed 12/12/12	Wed 12/12/12
5	**KICK-OFF MEETING (NTP)**	0 days	Mon 12/3/12	Mon 12/3/12
6	UPRR Approvals/Agreements/Permits	243 days	Mon 12/3/12	Wed 11/6/13
7	City Money to Authorize UPRR Review	4 wks	Mon 12/3/12	Fri 12/28/12
8	Submit GP to UPRR for Concept Approval	0 days	Fri 12/28/12	Fri 12/28/12
9	UPRR Review	4 wks	Mon 12/31/12	Fri 1/25/13
10	UPRR Approval of 30% Submittal (GP)	0 days	Fri 1/25/13	Fri 1/25/13
11	UPRR C&M Agreement	140 days	Wed 3/20/13	Wed 10/2/13
12	Submit Plat and Legal to UPRR Real Estate	0 days	Wed 3/20/13	Wed 3/20/13
13	UPRR Real Estate and City Negotiations	8 wks	Thu 3/21/13	Wed 5/15/13
14	Draft Agreement	8 wks	Thu 5/16/13	Wed 7/10/13
15	10% Cost Share Negotiations	8 wks	Thu 7/11/13	Wed 9/4/13
16	UPRR Approval	0 days	Wed 9/4/13	Wed 9/4/13
17	City Council Adoption	0 days	Wed 10/2/13	Wed 10/2/13
18	PUC Processing	85 days	Thu 7/11/13	Wed 11/6/13
19	Prepare PUC application	1 wk	Thu 7/11/13	Wed 7/17/13
20	Deliver PUC copy, UPRR Copies	0 days	Wed 7/17/13	Wed 7/17/13
21	PUC listing	0 days	Wed 8/28/13	Wed 8/28/13
22	30 Day Circulation / Protest Period	30 days	Thu 8/29/13	Wed 10/9/13
23	PUC Meeting	4 wks	Thu 10/10/13	Wed 11/6/13
24	Approval of permit	0 days	Wed 11/6/13	Wed 11/6/13
25				
26	Right of Way Activities	235 days	Thu 12/13/12	Wed 11/6/13
27	Right of Way Engineering	235 days	Thu 12/13/12	Wed 11/6/13
28	Prepare Plats and Legal Descriptions	4 wks	Thu 12/13/12	Wed 1/9/13
29	City Review	4 wks	Thu 1/10/13	Wed 2/6/13
30	Update Plats and Legal Desc	2 wks	Thu 2/7/13	Wed 2/20/13
31	Approved Acquisition Docs	0 days	Wed 2/20/13	Wed 2/20/13
32	Appraisal Activities	80 days	Mon 2/25/13	Mon 6/17/13
33	Mail Notice of Decision to Appraisee Letter	0 days	Mon 2/25/13	Mon 2/25/13
34	Appraisals / Mtgs with Owners	6 wks	Tue 2/26/13	Mon 4/8/13
35	Agency Review and Approval	8 wks	Tue 3/26/13	Mon 5/6/13
36	Offers / Negotiations	6 wks	Tue 5/7/13	Mon 6/17/13
37	Owner Rejects Offer	0 days	Mon 6/17/13	Mon 6/17/13
38	Seek Order of Possession	93 days	Mon 6/24/13	Thu 10/31/13
39	Send Notice of Intent to Owner	0 days	Mon 6/24/13	Mon 6/24/13
40	Prepare Council Docs / RON Report	30 days	Tue 6/25/13	Mon 8/5/13
41	Council Adopts Resolution of Necessity	0 days	Mon 8/5/13	Mon 8/5/13
42	Court Motions	8 wks	Tue 8/6/13	Mon 9/16/13
43	Notice of Hearing	0 days	Mon 9/16/13	Mon 9/16/13
44	Deposit Just Compensation / Court Findings	4 wks	Tue 9/17/13	Mon 10/14/13
45	Hearing of Pre-Judgment	0 days	Mon 10/14/13	Mon 10/14/13
46	Serve Owner Order of Immediate Possessio	5 days	Tue 10/15/13	Mon 10/21/13
47	Property "Under Control" (GP Effective)	0 days	Thu 10/31/13	Thu 10/31/13
48	R/W Certification/Right of Entry	0 days	Wed 11/6/13	Wed 11/6/13
49	PS&E	216 days	Mon 12/3/12	Fri 9/27/13
50	60% PS&E	80 days	Mon 12/3/12	Fri 3/22/13
51	60% PS&E Preparation	12 wks	Mon 12/3/12	Fri 2/22/13
52	60% PS&E Submittal	0 days	Fri 2/22/13	Fri 2/22/13
53	60% PS&E Review	4 wks	Mon 2/25/13	Fri 3/22/13
54	City Review Meeting	0 days	Fri 3/22/13	Fri 3/22/13
55	90% PS&E	60 days	Mon 4/15/13	Fri 7/12/13
56	90% PS&E Preparation	8 wks	Mon 4/15/13	Fri 6/7/13
57	90% PS&E Submittal	0 days	Fri 6/7/13	Fri 6/7/13
58	90% PS&E Review	4 wks	Mon 6/10/13	Fri 7/5/13
59	100% PS&E Submittal	30 days	Mon 7/8/13	Fri 8/16/13
60	100% PS&E Preparation	3 wks	Mon 7/8/13	Fri 7/26/13
61	100% PS&E Submittal	0 days	Fri 7/26/13	Fri 7/26/13
62	100% PS&E Review	3 wks	Mon 7/29/13	Fri 8/16/13
63	Survey File Submittal	3 wks	Mon 7/29/13	Fri 8/16/13
64	R.E File Submittal	3 wks	Mon 7/29/13	Fri 8/16/13
65	Bid Set Submittal	35 days	Mon 8/19/13	Fri 9/27/13
66	Bid Set PS&E Preparation	2 wks	Mon 8/19/13	Fri 8/30/13
67	Bid Set PS&E Submittal	0 days	Fri 8/30/13	Fri 8/30/13
68	Bid Plans Approval	3 wks	Mon 9/9/13	Fri 9/27/13
69	Plans Approved	0 days	Fri 9/27/13	Fri 9/27/13
70	Utility Coordination	300 days	Mon 9/17/12	Fri 11/8/13
71	Send "A" Letters (Already sent in PA-ED Contract)	1 wk	Mon 9/17/12	Fri 9/21/12
72	Identify Utility Conflicts (Already Prepared in PA-ED C	3 wks	Mon 9/24/12	Fri 10/12/12
73	Field Meetings with Utility Companies	3 wks	Mon 10/15/12	Fri 11/2/12
74	Pothole Utilities	3 wks	Mon 11/5/12	Fri 11/23/12
75	Utility Companies Prepare Relocation Plans	3 mons	Mon 3/25/13	Fri 6/14/13
76	Utility Companies Submit Claim Letters	1.5 mons	Mon 6/17/13	Fri 7/26/13
77	MTCo and Caltrans Prepare Record of Investigation	2 mons	Mon 7/29/13	Fri 9/20/13
78	MTCo and City Prepare Utility Agreements	2 wks	Mon 9/23/13	Fri 10/4/13
79	Council Approves Utility Agreements	1 mon	Mon 10/7/13	Fri 11/1/13
80	MTCo and City Send Notice to Owners	1 wk	Mon 11/4/13	Fri 11/8/13
81				
82	Construction Advertising	147 days	Mon 9/30/13	Tue 4/22/14
83	E-76 Review and Approval	2 mons	Mon 9/30/13	Fri 11/22/13
84	Environmental Certification	0 days	Fri 11/22/13	Fri 11/22/13
85	Utility Certification	0 days	Fri 11/22/13	Fri 11/22/13
86	Right of Way Certification	0 days	Fri 11/22/13	Fri 11/22/13
87	Prepare Funding Request to Caltrans	4 wks	Mon 10/28/13	Fri 11/22/13
88	Submit Funding Request	0 days	Fri 11/22/13	Fri 11/22/13
89	CTC Meeting and Approve Funding	0 days	Wed 1/8/14	Wed 1/8/14
90	Prepare Council Staff Report	4 wks	Thu 11/7/13	Wed 12/4/13
91	City Council Approval to Advertise	0 days	Wed 1/8/14	Wed 1/8/14
92	Advertise project	5 wks	Wed 1/8/14	Tue 2/11/14
93	Bid opening	0 days	Tue 2/11/14	Tue 2/11/14
94	Award Contract	8 wks	Wed 2/12/14	Tue 4/8/14
95	Begin Construction	0 days	Tue 4/22/14	Tue 4/22/14



Task | Critical Task | Progress | Milestone | Summary | Rolled Up Task | Rolled Up Critical Task | Rolled Up Milestone | Rolled Up Progress | Split | External Tasks | Project Summary | Group By Summary | Deadline

4.4 GENERAL CROSS-SECTIONS

MTCo will use Autodesk Civil 3D to create general cross-sections at 50-foot intervals. The general cross-sections will include the pavement sections, curbs, gutters, sidewalks, ditches, soundwalls, and critical offsets and elevations. These cross-sections will be used for estimating excavation and embankment quantities, and will be available to the contractor during bidding.

4.5 SLOPE STAKE NOTES

MTCo will export information from the general cross-sections produced in Task 4.5 into an Excel spreadsheet. This information can be used by the surveyors providing construction staking for the project.

4.6 RESIDENT ENGINEER FILE

MTCo will provide a Resident Engineer (RE) File to the City prior to construction. The RE File will provide useful information to the construction inspector, and will generally include quantity calculations, critical information the inspector should know, etc.

4.7 PREPARE PRELIMINARY SWPPP

MTCo has several certified QSPs and QSDs on staff. It is now required that preliminary SWPPPs be prepared and uploaded to the State's website in order to receive a WDID number (as required by Caltrans). MTCo will prepare the preliminary SWPPP for upload.

TASK 5: BIDDING ASSISTANCE AND CONSTRUCTION SUPPORT

5.1 BIDDING ASSISTANCE

MTCo and our subconsultants will provide assistance, as required, to the City during bidding of the project. An allowance has been provided for bidding assistance in our fee, and this work will be charged on a time and materials basis.

5.2 CONSTRUCTION SUPPORT

MTCo and our subconsultants will provide assistance, as required, to the City during construction of the project. An allowance has been provided for construction support in our fee, and this work will be charged on a time and materials basis.

5.3 RECORD DRAWINGS

MTCo and our subconsultants will provide Record Drawings to the City after construction is complete..

construction pricing. The Plans and Estimates (P&E) will be provided at 65% submittal and the PS&E will be provided at the 95%, 100% and Bid Package stages. It is anticipated the plan package will include the following plan sheets:

DESCRIPTION	SCALE	# OF SHEETS
Title Sheet	N/A	1
General Notes	N/A	1
Project Survey Control	N/A	1
Typical Section(s)	N/A	3
Layouts	1 inch = 20 feet	4
Profiles	Varies	5
Construction Details	Varies	9
Water Pollution Control Plans	1 inch = 20 feet	7
Drainage Plans, Profiles, & Details	Varies	13
Stage Construction/Traffic Control	Varies	17
Signing and Striping	1 inch = 40 feet	4
Traffic Signal & Lighting Plan	Varies	7
Structures Plans	Varies	22
	TOTAL	94

4.1 PROJECT PLANS

MTCo and our subconsultants will prepare the following Plan Submittals:

4.1.1 65% PLAN SUBMITTAL

The 65% plan submittal will include the sheets specified above and will specify critical details needing approval. The intent of this submittal is to gain buy-off on plan layout and standards used, and confirm property and utility impacts.

4.1.2 95% PLAN SUBMITTAL

The 95% plan submittal will include the plan sheets specified above and details. The 95% plan submittal is considered to be 100% and will be used to perform a thorough internal review for constructability and bidability.

4.1.3 100% PLAN SUBMITTAL

The 100% plan submittal will include the plan sheets specified above and details, and will include final comments received by the City and MTCo's internal reviewers.

4.1.4 BID SET SUBMITTAL

The Bid Set submittal will be printed on mylar or vellum (whichever the City prefers), and will be signed and ready for the City to advertise.

4.2 SPECIAL PROVISIONS

MTCo will prepare Special Provisions for the project. The specials provisions will combine of Caltrans general provisions and the City's technical provisions. The special provisions will be submitted at the 95% and 100% plan reviews and Bid Set.

4.3 ESTIMATES

MTCo will prepare preliminary construction cost estimates and submit them with each plan submittal. MTCo will also prepare preliminary costs for design options, as needed, for the City to make decisions.

2.2 STRUCTURE INDEPENDENT CHECK

Upon completion of the 65% Structures Submittal, APEX will commence the structures independent check. All discrepancies between the designer and independent checker will be resolved prior to the 95% Submittal.

2.3 LANDSCAPE DESIGN

Pennino Design Group (PDG) will develop up to two concepts for hardscape and landscaping the median and the outside embankments for the overhead crossing from Hutchins to Stockton. This scope includes preliminary design of all four quadrants of the grade separation. The scope and fee can be adjusted if the City decides to landscape the northwest quadrant only.

2.4 UTILITY COORDINATION

MTCo will coordinate with utility companies to relocate their facilities to accommodate construction. This includes:

- Sending Utility "A" Letters (Already sent in PA-ED contract)
- Sending Preliminary Conflict Mapping (Already sent in PA-ED contract)
- Attending Field Meeting with Utility Companies
- Utility Company will Prepare Their Relocation Design
- Utility Companies will Send Their Claim Letters Submitted to the City
- City and Utility Companies will Approve Agreements
- Preparing Certification of Sufficiency (MTCo and Neil O. Anderson)
- Caltrans will Issue an Environmental Certification
- Caltrans will Issue an Right of Way Certification

TASK 3: RIGHT OF WAY SERVICES

It is assumed there will be seven (7) acquisitions, and temporary access will be allowed with Rights of Entry. With federal funding, Caltrans will be involved in every step of the right of way acquisition process. They will review the plats, descriptions, appraisals, and offers, and will ultimately issue a right of way certification.

3.1 APPRAISAL SERVICES

Interwest will subcontract with Sierra West Valuation to perform appraisal services as described below. The reports will be prepared in conformance with and subject to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP).

3.2 APPRAISAL REVIEW

Interwest will subcontract with Henry Spoto to perform the appraisal review services described below. The reports will be reviewed in conformance with and subject to the requirements of the USPAP.

3.3 ACQUISITION/NEGOTIATION PROCESS

Interwest's licensed agents will negotiate to acquire interests that are identified and required for the project. Interests to be acquired or cleared include, but may not be limited to: fee andpermanent and temporary construction easement.

MTCo will be heavily involved with the acquisition and appraisals, providing exhibits and attending field meetings with the appraiser and property owners as needed.

TASK 4: PROJECT PLANS SPECIFICATIONS & ESTIMATES (PS&E)

MTCo and our subconsultants will prepare the Plans, Specifications, and Estimates (PS&E) based on designs performed in Task 2 of this scope of work. The plans will be prepared in AutoCAD, in a version compatible with the City's software requirements. Specifications will be prepared in MS Word and will be based on the City and Caltrans specifications. The Estimates will be prepared in MS Excel and will include quantities and current

1.4 FUNDING SUPPORT

In addition to coordinating with CPUC and CTC to acquire Section 190 funds, as defined in our PA-ED contract, MTCo will assist the City to prepare the E-76 authorization request for federal funding reimbursements.

1.5 PREPARE/UPDATE PROJECT SCHEDULES

MTCo will continue to update the project schedule for review at the PDT meetings.

1.6 MONTHLY PROGRESS REPORTS

MTCo will prepare a monthly status spreadsheet with each of the invoices submitted for payment. The spreadsheet will show the original budget, reallocated budget, amount spent to date, amount spent this period, and percentage spent to date for each task.

1.7 QUALITY ASSURANCE/QUALITY CONTROL

MTCo will employ our comprehensive QC/QA checklists and perform an independent review of each submittal in parallel with agency reviews. We have assigned Matt Brogan (MTCo) to serve as Quality Control Manager for this project. He will be responsible for internal and external quality control measures (e.g., verifying sound design practices internally, and verifying that our subconsultants are using most recent information).

1.8 UPRR/CPUC AND UTILITY COORDINATION

MTCo will continue to coordinate with UPRR, CPUC, and the City to facilitate approval of the following:

- Cost Sharing Agreement
- Right of way and aerial easements for construction
- Construction & Maintenance Agreement for the new grade separation
- GO-88B grade separation crossing application

1.9 CALTRANS COORDINATION

MTCo will continue to coordinate with Caltrans and the City to facilitate the approval of the following (these items are now required with federal funding):

- Record of Investigation
- Utility Agreements
- Certification of Sufficiency
- Environmental Certification
- Right of Way Certification

1.10 PUBLIC OUTREACH

Judith Buethe Communications (JBC) will continue to provide public outreach for this project. JBC is already scoped to provide several update newsletters throughout the project within the PA-ED contract. For the PS&E scope, JBC will coordinate two (2) public meetings. It is anticipated that these meetings will be held following the 65% design submittal and after the project has been awarded. This will provide a check-in with the public and property owners during design and just prior to construction. MTCo will continue to provide support at the Shirtsleeve and Council meetings as needed.

TASK 2: DETAILED PROJECT DESIGN

2.1 STRUCTURES DESIGN

MTCo will prepare structure plans based upon the approved General Plan. The structure will be designed using Load and Resistance Factor Design following AASHTO LRFD Bridge Design Specifications. Other references that MTCo will follow are Caltrans Division of Structures Bridge Memo to Designers, Bridge Design Aids, Bridge Design Details, and BNSF-UPRR Guidelines for Railroad Grade Separation Projects.

PROPOSED SCOPE OF WORK

WORK PERFORMED UNDER CURRENT PA-ED CONTRACT

Several of the tasks that are included in MTCo's current PA-ED contract will continue through completion of the PS&E contract, as detailed in our approved contract with the City. As such, these tasks are not included in the following scope of work. These items generally include:

DESCRIPTION	PERFORMED BY
Funding Support (Section 190 Authorization)	MTCo
Right of Way Plats and Description	Baumbach & Piazza (B&P)
Pothole Surveys	B&P
"Show Me Stakes" for Proposed Right of Way	B&P
Hydrology and Drainage Design	B&P
Preparation/Distribution of Newsletters	JBC
Design Refinement and Geometric Approval Drawings	MTCo

In addition, there are several PS&E level tasks that have already been completed; therefore, they are not included in the scope below. These items include:

DESCRIPTION	PERFORMED BY
Borings for Bridge and Retaining Wall Foundations	Neil O. Anderson & Associates
Design-Level Topographic Surveys	B&P

WORK PROPOSED FOR THE PS&E CONTRACT

TASK 1: PROJECT MANAGEMENT

1.1 PROJECT DEVELOPMENT TEAM (PDT) MEETINGS

MTCo will continue to coordinate with the PDT on this project. Once PS&E design commences, meetings will be held on a monthly basis or as needed to correspond with deliverables and decision deadlines. The PDT meetings will include the City, MTCo and our subconsultants, Caltrans, SJCOG, and other agency representatives as appropriate. MTCo will continue to take the lead in facilitating the meetings, preparing and distributing meeting agendas, inviting meeting participants, and preparing/distributing meeting minutes. Meeting minutes will include a list of materials distributed/discussed at the meeting, and a summary of action items to be addressed prior to the next meeting. This proposal assumes there will be 10 PDT meetings.

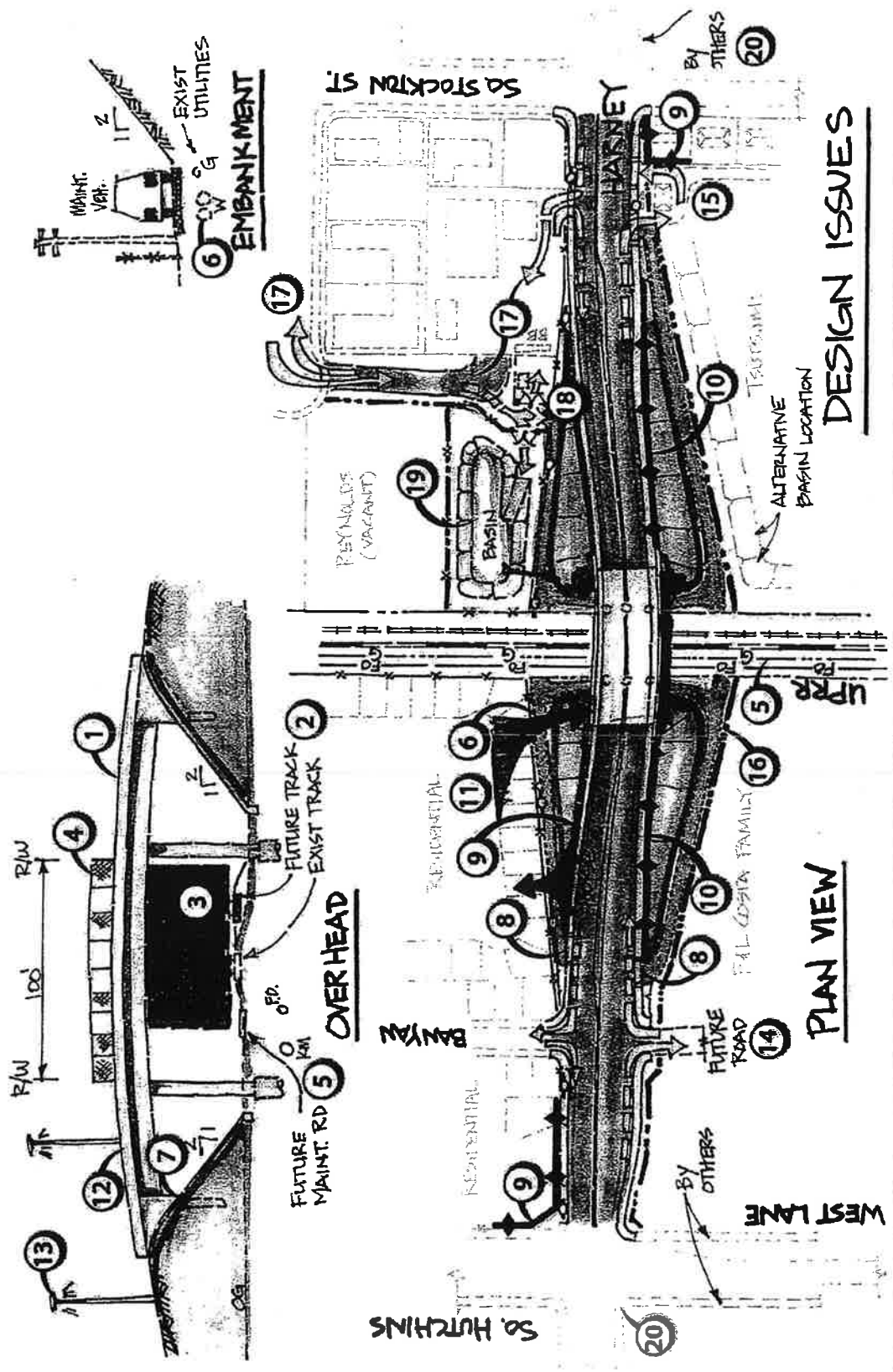
1.2 CLIENT/SUBCONSULTANT PROJECT MANAGEMENT

MTCo will continue to perform ongoing general project coordination with the City and our subconsultants. This will include maintaining project files; holding focused design coordination meetings; and preparing correspondence, e-mail, and phone calls necessary to manage the project, maintain project budget, and achieve on-schedule submission of project deliverables.

1.3 AGENCY COORDINATION

MTCo will continue to perform ongoing general project coordination with the City, Caltrans (for right of way certification and funding authorizations), Union Pacific Railroad (UPRR), and the California Public Utilities Commission (CPUC). This will include holding design review meetings and CPUC field review meetings; and preparing checklists, applications, and submittals consistent with Caltrans, CPUC, and UPRR guidelines.

DESIGN ISSUES



1. MTCo will look at several options for the lowest cost structure, but typically a 3-span structure is the least expensive because it is easiest to construct and provides the thinnest structure depth, which reduces embankment costs and will accommodate High Speed Rail in the future.
2. UP will require the project accommodate a future track (most likely to the east) and maintenance road.
3. Per the UP standards the structure supports will need to be completely outside of UP right of way and have a minimum construction clearance of 21'-0" high and 12'-0" on each side of the track. The permanent minimum clearance must be at least 23'-4" high and 25'-0" on the outside of the tracks (existing and future).
4. The barrier fence shall extend to the UP right of way and a minimum of 25' outside the tracks.
5. There is a Kinder Morgan fuel line that runs within the UP right of way. For an overhead structure it is anticipated the KM fuel line will not require relocation, but a KM inspector must be in the field during foundation construction.
6. Utility relocations along Harney Lane should be minimal because the existing Lodi electric overhead lines, water lines, gas line and fiber optics are located along the north right of way line.
7. The overhead structure will be designed to discourage camping under the structure.
8. UP requires that access roads are constructed along the new embankment or at the bottom of the MSE wall to provide access to their right of way. The City and utility companies will most likely require this also. Access driveways will be required from Harney Lane to these access roads.
9. The noise study shows that a new soundwall is required at three locations. The next step is to prepare the Noise Abatement Decision Report (NADR) to determine whether each wall location is feasible.
10. Councilmembers Joanne Mounce and Larry Hansen would also like to see soundwalls constructed on the south side of the overhead structure.
11. An overhead crossing will be seen from the residents that back-up to Harney Lane. Landscaping the embankment slope and providing a screen wall on the north side adjacent to the neighborhood will be considered.
12. The overhead will be designed to AASHTO "tail light" sight distance guidelines which provides conforms near the existing and proposed driveways and public roads.
13. Per AASHTO guidelines, sag curve lengths can be reduced by providing street lighting.
14. Working with the Costa's, the new public road has been set across from Banyan. The Costa property is ultimately planned for mid and light residential with mixed use and open space.
15. Tsutsumi is concerned with the amount of acquisition required for the embankment and circulation in and out of his business. By eliminating left turns into his driveway, access will be required from the west.
16. Mr. Costa wants to be involved in the detail design to ensure a fence of some sort is constructed along his property to discourage tresspassing.
17. A new connection will be provided to Maggio Circle to improve circulation at Valley Iron Works and provide access to the possible retention basin, city well, and the utility corridor along north embankment.
18. Access and circulation within the existing well site will be coordinated with the City.
19. One drainage option that will provide retention and eliminate the need for water quality treatment is to construct a new retention basin at the project site. Depending on the impervious area constructed with the project and if the drainage outfalls in to the City system the water will need to be treated using filters and/or swales.
20. This project will need to coordinate with planned developments such as Sutter Gould and Reynolds Ranch.

Construction projects are now also required to provide temporary soil cover for inactive disturbed soil areas (inactive soils are defined as not being used within 14 days). ***By having a contractor fully mobilized by the summer the likelihood of rain events is reduced and grading operations can be more continuous.***

FUNDING ASSISTANCE

MTCo has assisted the City with the CPUC Section 190 application that is effective for the 2012/2013 and 2013/2014 fiscal years. The Harney Lane crossing ranked number 10 state-wide which puts the City in great position to receive Section 190 funds for this project. MTCo and the City need to make sure that the Right of Way Certification, UPRR Construction and Maintenance Agreement, and CPUC GO-88B Approval are in place before April 2014 (see the project schedule included in this proposal).

MANAGEMENT APPROACH

As seen above, we at MTCo pride ourselves with coming up with creative solutions to complex problems. Any and all of these potentially cost saving ideas will be discussed in depth with the City and the conversation will be one of candid pros and cons.

Part of the MTCo philosophy is never to go to a client about a problem without at least one viable solution. In order to properly facilitate a project, which is one of the primary roles of a design consultant, one has to be a ***problem solver first***. Furthermore, proactively following through and closing loops to make sure that the solution is appropriately administered and carried out is equally as important. The MTCo Team personnel will always be open and frank about their professional opinion on any given matter, and once a solution is agreed upon by the City, to carry out the directive to the best of their ability.

On the subject of staffing, being efficient and cost effective is also part of the core values of the MTCo Team. The MTCo design costs are generally always lower than the competition because of the lean and efficient staffing strategies and philosophy that MTCo utilizes. It is important to note that this is not a recently adopted value because of the economic times that many of us are going through, but has been a core value of our company since its inception. It directly reflects the character and integrity of MTCo and our entire staff.

It's also important to know that being lean and efficient does not mean that MTCo compromises the professional services, integrity and quality assurance requirements of the project. It is done simply as a matter of professional pride and integrity. MTCo is adamant about providing the best service at the most reasonable cost to the clients and taxpayers. Because MTCo personnel and upper management have so many years of experience with these types of contracts they are well aware of the required staffing of the projects and when it's time to appropriately trim staff or go to part time when the workload allows it. MTCo does not "pad" jobs; we properly staff and complete them.

artist and created the plan sheets and specifications for the work – while keeping in close contact with the artist to make sure her aesthetic designs and intent were captured in the contract documents.

KINDER MORGAN PETROLEUM PIPELINE/UTILITY COORDINATION

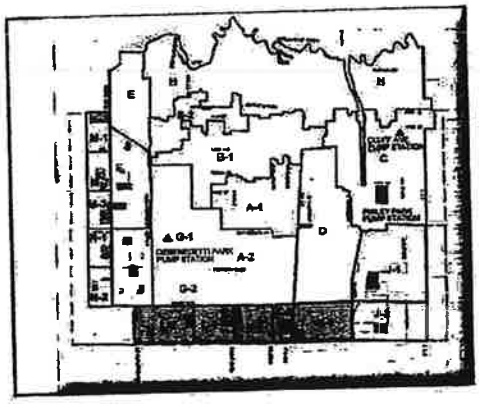
MTCo has already sent out Utility "A" Letters, received mapping, entered mapping in AutoCAD, identified potential conflicts and sent conflict mapping to each of the utility companies in the corridor. Although the overhead alternative will reduce impacts within the roadway and UPRR, MTCo will work hard to make sure we are communicating with the utility companies for protection and relocation of their facilities. As you will see in our Scope of Work, MTCo will work with the utility companies to follow Caltrans process from relocation design, record of investigation, agreements to notice to owner.

HIGH SPEED RAIL

The High Speed Rail Authority just received their Record of Determination for their first of nine segments of the High Speed Rail. The Authority has identified the HSR alignment to parallel the existing UPRR right of way at this location. The proposed three-span structure provides a low-cost overcrossing that has the flexibility to accommodate HSR in the future. The structure has been designed to clear 23'-4" over the entire 100' UPRR operating right of way. Because the track is raised above the surrounding ground by approximately 2-3 feet, this will provide a vertical clearance that will be acceptable (not preferred) by the Authority. If the profile was raised to provide the 27-foot vertical clearance preferred by the Authority, there would be significant impacts to utilities, driveways, intersections, etc.

KEEP HARNEY LANE OPEN DURING CONSTRUCTION

Harney Lane is required to stay open during construction of the grade crossing. The selected alternative has been aligned to accommodate two lanes of traffic at all times during construction. The south side of the structure and embankment will be constructed in the first phase while traffic remains in its existing configuration. Once the first phase is complete, the traffic will be shifted to the new embankment and new structure (eliminating the need for the at-grade crossing) and the north side construction can begin. Because most of the utility impacts are on the north side of Harney Lane, there will be some time after construction starts to relocate the utilities without delaying the contractor.



UTILIZE STORM DRAIN BASINS FOR EMBANKMENT AND WATER QUALITY TREATMENT

During the development of the PA-ED phase, MTCo looked at several drainage basin locations. An overhead grade separation will require in the range of 100,000 cubic yards of fill. The cost of obtaining this fill material can vary with haul routes and borrow sources both playing a role. One way to reduce embankment cost is to excavate for drainage basins and utilize that soil for the import. MTCo has reviewed the City's storm drain basin master plan and several park basins and temporary basins are within the vicinity of the project. MTCo can work with the City and/or nearby developers to create a Mandatory Borrow Source for the project. By having a site nearby and permitted for excavation the City will have a better handle on the embankment costs. ***MTCo has experience incorporating retention basins into our grade separation projects.*** South of the project site at Eight Mile Road two large storm drain retention basins were created on adjacent excess property that generated over 100,000 cubic yards of embankment for the project.

HAVE THE CONTRACTOR FULLY MOBILIZED BY SUMMER

The new Construction General Permit issued by the State Water Resources Control Board states that temporary erosion control is now required year-round and that a Rain Event Action Plan must be ready year-round.

operating corridor instead of the full 250-feet. This is an important point as the City will only have to span the 100-feet operating corridor with a structure instead of the 250-feet operating corridor which can save the City approximately $3 million. MTCo and the City submitted the General Plan for the structure and other information needed for UPRR's conceptual approval in August 2012.

ENVIRONMENTAL APPROACH

MTCo and the City have set this project up to utilize available federal funding by following the Caltrans Local Assistance Procedures Manual (LAPM) processes for both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Under CEQA, the grade separation project qualified for a Statutory Exemption (SE) under CEQA Guidelines Section 15282(g) and Public Resources Code 21080.13. Under NEPA, the grade separation project would qualify for a NEPA Categorical Exclusion (CE), provided the actions meet the definition contained in 40 CFR 1508.4 and do not involve significant impacts. Caltrans has agreed that a NEPA CE is appropriate for this project. The City Council has selected the overhead alternative to move forward. The MTCo team has prepared and is ready to submit the technical reports to Caltrans for review.

The technical reports have determined there are no mitigations necessary, except for three soundwalls located along the project corridor.

COMMUNITY RELATIONS

MTCo will continue to take an active role in community relations. MTCo has met several times with each effected property owners, held two Council Shirtsleeve meetings, held a public meeting, and presented at the City Council meeting on August 1, 2012. Our team continues to include Judith Buethe Communications (JBC) who will assist MTCo with ongoing one-on-one meetings, public meetings and council meetings.

Based on comments from the Community and the Council, the final design needs to take the following into account:

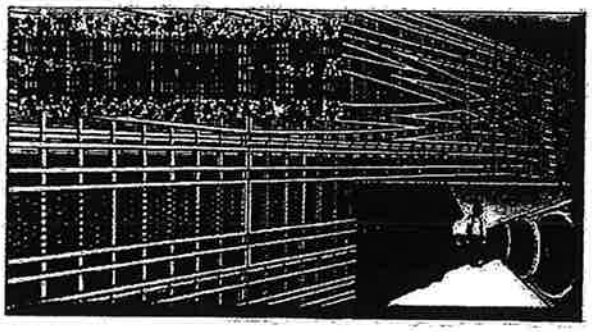
- Make sure the types of plants do not introduce rodent problems
- Consider a soundwall on the south side of Harney Lane or future development
- Provide a barrier or fence to discourage access the UPRR right of way from Harney Lane
- Provide a fence along the Costa right of way to keep trespassers off his property
- Look for ways to discourage camping under the overhead structure
- Shield the view from the overhead embankment to the backyards down below

PROPERTY ACCESS

MTCo has worked with Tsutsumi, Costa, and Valley Iron Works to minimize impacts to their properties during construction and with the completed project. Continuing these conversations will be an important part of final design and right of way acquisition.

ARTIST COORDINATION

MTCo is aware that the City of Lodi requires public works projects to include a 2% public art component. ***This is the same requirement that MTCo just recently dealt with in Stockton on three grade separations.*** MTCo is experienced coordinating public art components of this nature and has successfully blended several art designs into our engineering designs. Recently on the Stockton grade separation projects MTCo took designs from an



PROJECT UNDERSTANDING

PROJECT BACKGROUND

Lodi approved the update to its General Plan in April 2010 and one of the primary purposes of the plan was to provide the basis for establishing and setting priorities for implementing the Capital Improvements Program. New growth areas were identified surrounding Harney Lane including: properties south of Harney Lane and north of the Armstrong Road Agricultural/Cluster Study Area for residential and mixed use development, and properties around the Kettleman and Harney Lane interchanges of Highway 99 for office and commercial development.

Based on these new growth areas Lodi prepared a Specific Plan for Harney Lane in 2010 (Mark Thomas & Company was the City's prime consultant). The Specific Plan reached a consensus on the appropriate roadway improvements to be constructed along the Harney Lane corridor to serve the growth and traffic volume increases.

Widening of Harney Lane will be primarily driven by development. However, widening of Harney Lane across the UPRR would be difficult since California Public Utilities Commission (CPUC) regulations do not typically permit the widening of an existing at-grade crossing, if a grade separation is feasible.

To assist the City with determining the viability of a grade separation across UPRR, the City retained Mark Thomas & Company (MTCo) to prepare a feasibility study for the grade separation project and to initiate a funding request with the CPUC under their Section 190 Grade Separation program. In late 2011, the City retained MTCo to prepare a CEQA and NEPA document, evaluating four alternative configurations. On August 1, 2012, the City Council unanimously selected Alternative 1 which raises Harney Lane over the UPRR tracks with sloped embankments. The approved environmental document (SE and CE) will be approved by the end of the year. Based on our extensive grade separation experience and our knowledge of this project, there are several key areas we will need to keep track of to make this a successful project:

UPRR/CPUC COORDINATION

Construction of a new grade separated crossing over a rail line will require concurrence from UPRR and approval by the CPUC under General Order 88B. MTCo has recently completed this process on the same UPRR rail line for the Eight Mile Road/UPRR grade separation project and the Grant Line Road/UPRR grade separation project. The key approvals needed for this process are:

- Concept Approval (30% Plans, submitted 8/2012)
- 90% Plans Approval
- 100% Plans Approval
- Construction & Maintenance Agreement (with UPRR)
- PUC GO-88B Approval

The MTCo team is experienced with this process and working with UPRR and from this experience, we know that the two key UPRR issues will be negotiating UPRR's 10% cost share and gaining approval of a 100' UPRR operating corridor instead of the 250' operating corridor implied by their existing right-of-way.

UPRR 10% Cost Share

Based on the California Streets and Highways Code, UPRR is required to contribute 10% of the theoretical cost of a grade separation for the existing road use. In the case of Harney Lane, the existing road crossing is a two-lane roadway so UPRR will be responsible for a theoretical two-lane grade separation project. When negotiating the 10% UPRR cost share, MTCo understands the items that UPRR will allow and will utilize our experience to get the City the maximum cost share allowed under the "10% Rule".

100-Foot Vs. 250-Foot Operating Corridor

At the Harney Lane/UPRR crossing, UPRR has a 250-foot Congressional Grant to the south of Harney Lane and 100-foot of right-of-way to the north. For both the Eight Mile Road/UPRR and the Grant Line Road/UPRR projects on the same rail line, MTCo has successfully worked with UPRR to gain approval of a 100-foot

Valerie Pennino, RLA

Landscape Design

FIRM

PDG PENNINO DESIGN GROUP LANDSCAPE ARCHITECTURE

Education:

BLA- Landscape Architecture, California State University, San Luis Obispo, 2002

Registrations:

CA RLA 4978

Valerie A. Pennino, owner and Registered Landscape Architect, returned to the San Joaquin Valley after graduating from Cal Poly San Luis Obispo in 2002. The Landscape Architecture degree she earned there has led to more than ten years of experience immersed in the design field and licensure in the state of California. And as a woman owned business PDG holds a DBE Certification in the State of California.

RELEVANT PROJECTS

San Joaquin Regional Rail Commission Rail Maintenance Facility, Stockton
Landscape Architect. Pennino Design Group was contracted to coordinate Landscape Design and Construction Documents with agency, engineers and the City of Stockton. We were given the task of producing color conceptual documents, and full construction documents for the Landscape portions of the project, which include streetscape & screening measures along Alpine Road, as well as point of entry, building surround, a detention basin and parking areas. Pennino Design Group is currently contracted to provide Construction administration on this project, which is currently under construction.

ADM Distribution Center, Lodi
Landscape Architect. Pennino Design Group was contracted to coordinate with the client and City of Lodi in the production of landscape design plans for the interior of the site, including a retention basin, as well as the streetscapes along Victor and Guild that would serve to screen the large silos and highly visible tanker railcars that are stored on site.

Abundance Vineyards Tasting Room, Lodi
Landscape Architect. Provide Landscape Design and Construction Documents for the grounds surrounding the Tasting room. Features include a casual atmosphere, with decomposed granite paving, outdoor seating, and a vine trellised arbor over the entry. Services included color conceptual renderings, and full planting and irrigation construction documents.

Towne Center, Lathrop
Landscape Architect. PDG, contracted with F&H construction to provide conceptual design and construction documents for an outdoor retail center featuring a pedestrian paseo and plaza which included the design of paving, outdoor seating and planters. The design also included the surrounding parking and pedestrian access ways.

Bellevue Streetscape, Merced
Landscape Architect. Mrs. Pennino was the lead Landscape Architect on this community development which included the design and completion of construction documents for the streetscapes, medians and sound-walls on all major roadways throughout the subdivision. Community monuments and subdivision entry signage were also incorporated into the sound-wall design. The community additionally included the design of a utility easement to be utilized as a pedestrian bike trail, 2 neighborhood parks and a large community sports park, which included environmental sensitivity due to a viable stream that divided the park.

Joe Gutierrez, PE

Independent Check

FIRM APEX CIVIL ENGINEERING

Education:

BS in Civil Engineering, San Jose State University, San Jose, 1991

Affiliations:

ACEC Chapter

Joe Gutierrez has 20 years experience focused on bridge design, and twenty-three years overall. My experience includes bridge design, land surveying, civil land development, and transportation. I have been an assistant project manager for Caltrans projects including the San Diego - Coronado Bay Bridge Retrofit Project, and more recently the SR152/SR156 Interchange Improvement Project. Communication is the key to the success of any project.

RELEVANT PROJECTS

San Francisco-Oakland Bay Bridge Temporary Bypass Structure
This project was performed for TRC Imbsen Engineering as part of a design/build contract between Caltrans and the Contractor. Mr. Gutierrez performed final design calculations of West-Tie-In segment Frame 2.

SR-152/SR-156 Interchange Project, Santa Clara
This project near Casa de Fruta was for the Santa Clara Valley Transportation Authority. This project was a grade separation interchange project. Mr. Gutierrez served as Assistant Project Manager leading Environmental, and Civil. He was responsible for communications, meeting minutes, preparing structural alternatives and costs, preparing presentation materials, and design to 35%.

Bailey Avenue Grade Separation, San Jose
This project in San Jose's Coyote Valley, extends Bailey Avenue to Interstate 101. This required three major bridges, an overcrossing at I101, a bridge at Coyote Creek, and an overhead at Monterey Road and UPRR. Mr. Gutierrez led the design of the bridge and overhead structures. This included aesthetic components to produce a landmark appearance as the gateway to the City of San Jose.

Hanson Road and Vulcan Road Bridges, Pleasanton
For this fast-tracked project, the design of both bridges was completed in two-months, and the bridges were built in six-months. The design and construction support was for two span cast-in-place post-tensioned bridges of 100' spans, and 110' spans.

Buchanan Street/Eastshore Highway Connection, Albany
This project was a combination in-fill widening overhead structure and new elevated intersection/connection structure. The infill-widening was designed using precast-prestressed Caltrans I-girders, and cast-in-place T-girders to match the existing structure. The new connection structure was designed using post-tensioned combined with mild steel reinforcing for slab design with curving geometry.
The substructure utilized a tall cantilever abutment with an MSE wall approach. Considerable coordination had to be executed due to the large amounts of utilities, and proximity to the railroad right of way.

Jack Tone Road/Hwy 99 Interchange, Ripon, San Joaquin County.
This replacement interchange project involved the design of four new bridges. Mr. Gutierrez designed the Railroad Overhead (419'), and led or assisted in the design of the other three. Due to site constrains the type selected bridge was an unbalanced three-span (157, 144, 118') cast-in-place post-tensioned box girder.

Patricia Preston, PE

Independent Check Lead

FIRM APEX CIVIL ENGINEERING

Education:

BS in Civil Engineering, University of California, Davis, 1988

Master Courses in Structural Engineering at UC Davis & CSUS

Registrations:

CA C

Patricia Preston has 23 years of engineering experience, specifically in the area of transportation related structure design. She has participated in every aspect of project delivery from the planning stage, to the design phase, construction support, inspection, and just recently as a member of a community advisory committee. Principally, she has led or been part of a design team for delivering bridge projects. As a former Caltrans engineer, Patricia has a thorough understanding of Caltrans' organizational structure, its processes and procedures.

RELEVANT PROJECTS

Bay Bridge - Yerba Buena Westbound Ramps Improvement Project, San Francisco
The YBI Ramps Improvement Project addresses the geometric and operational deficiencies of the existing on-and off-ramps and their effects on the San Francisco-Oakland Bay Bridge (I-80) mainline. This project improves safety and facilitates traffic operations at the I-80/YBI interchange by replacing the westbound on- and off-ramps located on the east side of YBI. The proposed structure will be 350' by 70' wide. It is considered a life line structure and must meet additional seismic demand requirements.

Duncan Creek Bridge, Placer County
Provided technical specifications, quality control and contructability review of a pre-cast girder bridge for the emergency replacement of a flood damaged culvert.

San Francisco Oakland Bay Bridge Temporary By-Pass Structure, Oakland
Working with Imbsen & Associates, Inc. providing assistance with design and analysis for the temporary by-pass for the New East Bay Bridge.

Horse Ranch Creek, San Diego County
Providing structural engineering design services to Imbsen & Associates for a three span reinforced concrete slab bridge widening. Due to scour and liquefaction, the existing bridge was found to be seismically deficient. Widening the structure required strengthening of the proposed foundations and passive seismic walls to reduce transverse displacement demand on the existing bridge.

Chestnut Avenue Grade Separation, Fresno County
Project Engineer for a 4 span crossing over the Golden State Boulevard south of Fresno. Early on in the process, I recognized potential conflicts with current UPRR guidelines and Utility information and took the initiative to adjust our design and our project management strategies. For a project, which normally takes one full year, our aggressive project coordination efforts effectively, managed to handle the Utility effort and the coordination effort with UPRR to deliver the full PS&E design phase in 6 months.

Faith Home Road Overhead, Ceres
Design engineer for a 695-foot long by 49-foot wide 4 span cast in place box girder bridge with a 48 degree skew which required special analysis and detailing for torsional effects. Additional consideration was given to future utility locations in both the superstructure and sidewalks.

Tehama Avenue Bridge over Tehama Slough, Tehama County
Project Engineer for a 3 span creek crossing, using a conventional reinforced concrete bridge with pier walls on spread footings. During the foundation investigation, the conventional pile foundation was eliminated due to constructability issues.

John Almazan

Senior Real Property Agent

FIRM

Education:

BS in Business Administration; Concentration in Real Estate & land Use Affairs, California State University, Sacramento, 1988

Registrations:

Real Estate Brokers License State of California | 01104860

Affiliations:

International Right of Way Association
Chapter 27

John has been in the public sector of the real estate field for nearly 21 years, primarily working on highway and road projects. John has been with Interwest Consulting Group since 2005. He has a wide range of experience in managing, coordinating and processing real property and relocation transactions, ensuring that all federal, state and local laws are met.

John is skilled at managing right of way activities for road improvement projects; soliciting, hiring and administering contracts for real estate professionals; directing the work efforts of consultants; initiating eminent domain actions; residential and business relocation advisory services; title and escrow coordination; reviewing construction plans, appraisal reports, and design reports; and developing project schedules, charts and budgets.

John held many different positions with Caltrans in the Right-of-Way Department, both at the Headquarters and District levels. He was Appraisals Chief, Utility Chief, RW Coordinator, and Local Programs Coordinator.

RELEVANT PROJECTS

Clinton Keith Road/I-15 Interchange, City of Wildomar
John was the Project Right of Way Agent in charge of acquiring the land necessary to construct the proposed Clinton Keith/I15 Interchange in Riverside County. The project involved appraisal coordination, negotiations and overseeing the title/escrow process. Caltrans recently certified the Right of Way which allows the County to proceed to construction.

Sheldon Road/SR 99 Interchange, City of Elk Grove
John served as the City's Interim Real Estate Manager in charge of overseeing the delivery of right-of-way for this project, which involved 41 acquisitions: 7 full-takes and 34 partial takes, including several complex acquisitions and numerous relocations of both residential and commercial properties. Close coordination with Caltrans was necessary to certify this project as well as meeting a very aggressive construction schedule.

Folsom Dam Bridge Project, City of Folsom
John provided real estate acquisition services to the City of Folsom and the Army Corps of Engineers. This fast-track, multi-million dollar project required meticulous management of right-of-way activities, including the acquisition from two private property owners, as well as multiple federal and state agencies. This project had a very aggressive schedule and required close coordination with the Army Corp. and the City of Folsom. John also assisted in the preparation of the right-of-way certification for the Army Corps of Engineers.

Julie Cline

Project Manager

FIRM

Education:

BS in Business Administration, California State University, Sacramento, 1989

Registrations:

CA Certified General Appraiser AG024632

Affiliations:

International Right of Way Association
Chapter 27
President 1999
Vice President 1998
Secretary 1997

Julie has been involved with the management and delivery of public land acquisition and municipal real estate for 20 years, for both public and private sectors. Julie has been with Interwest Consulting Group since 2004. She has a wide range of experience in the public sector of real estate including delivery of right-of-way and land acquisition for large public infrastructure projects, acquisition of municipal facilities, flood protection, utilities, etc., and has been responsible for managing and overseeing multi-million dollar real estate budgets on a number of large projects in the Sacramento region.

She is skilled at developing and implementing policies and procedures to successfully improve customer satisfaction and project delivery in a time-efficient manner, and has expertise in negotiating and resolving sensitive, political, and controversial project issues. Julie provides technical assistance and support to a large range of professionals, including engineering design teams and government leaders. In addition, she has been responsible for business development, project scope, fee determination, proposal preparation, contract negotiation, client coordination, project presentations, and project management on a variety of high-end projects.

RELEVANT PROJECTS

Folsom Dam Bridge Project, City of Folsom
As the Project Manager, Julie provided full-service real estate acquisition services to the City of Folsom and the Army Corps of Engineers. This fast-track, multi-million dollar project required meticulous management of right-of-way activities, including the acquisition from two private property owners, as well as multiple federal and state agencies. This project had a very aggressive schedule and required close coordination with the Army Corp. and the City of Folsom.

Eureka Road/I-80 Interchange, City of Roseville
Julie was involved with overseeing the appraisal process and negotiating the acquisition of real estate interests from 7 property ownerships. All of the acquisitions involved large commercial real estate interests, which made this project uniquely challenging. The acquisitions were necessary to widen portions of Eureka Road and to create additional turn lanes at North Sunrise.

Sheldon Road/SR 99 Interchange, City of Elk Grove
Julie served as the City's Real Estate Manager in charge of overseeing the delivery of right-of-way for this project, which involved 41 acquisitions: 7 full- takes and 34 partial takes, including several complex acquisitions and numerous relocations of both residential and commercial properties. Close coordination with Caltrans was necessary on this project as well as meeting a very aggressive construction schedule.

Grant Line Road/SR 99 Interchange, City of Elk Grove
This project was a critical transportation improvement project for the City of Elk Grove. Julie was responsible for the delivery of the necessary right of way to construct the new 6-lane structure. The project involved the acquisition of various property interests from 38 property owners, including the relocation of two major service stations, a propane facility, a saloon and several small businesses. Project began in 2005 and was completed fall of 2008.

Mike Johnstone

Senior Technical Specialist

FIRM FEHR & PEERS

Education:

BA in Arts, Geology, California State University, Sacramento

Affiliations:

American Public Works Association (APWA)

Mike Johnstone is a Senior Technical Specialist with over 15 years of experience who currently manages a number of traffic signal and lighting design projects. Mr. Johnstone's experience includes preparing plans, specifications and estimates for the design of traffic signals, highway lighting and sign illumination, street lighting, ramp metering, and signal interconnect systems, signing and striping plans, as well as roundabout concept designs. Mr. Johnstone has completed projects in the cities of Lodi, Sacramento, Roseville, Elk Grove, Folsom, Dixon, and Winters, and in Sacramento and El Dorado Counties. He is proficient with AutoCAD and Microstation, the latest drafting software programs; AGI32, lighting analysis software; Autoturn, vehicle turning analysis software; and SignCAD, sign panel design software.

RELEVANT PROJECTS

- ***State Route 99/Harney Lane Interim Signals, Lodi (2 signals)***
- ***West Entry Parking Structure Signals, UC Davis (1 signal, 1 signal modification)***
- ***CSUS Parking Structure #3 Entry Signal, CSU Sacramento***
- ***Douglas Road Widening, Rancho Cordova (2 signals, 3 signal conduit plans)***
- ***Barrett Ranch, County of Sacramento (2 signals)***
- ***Power Inn Sam's Club, County of Sacramento (1 signal, 2 signal modifications, and street lighting)***
- ***State Route 505/Russell Boulevard Signal, Winters***
- ***Fiddyment Ranch, Roseville (7 signals)***
- ***I-80/Eureka Road Improvements , Roseville (2 signal modifications and lighting)***
- ***Auburn Boulevard Improvement Project, Citrus Heights (2 signal modifications and lighting)***
- ***Cirby Way/Roseville Road Improvement Project, Roseville (6 signal modifications)***
- ***I-5/Louise Avenue Traffic Signals, Lathrop (2 signal modifications)***
- ***I-5/Lathrop Road Traffic Signals, Lathrop (2 signals)***
- ***I-5/Del Paso Road Interchange Signalization, Sacramento (2 signals)***
- ***Market and 10th Street Traffic Signal, Colusa (1 signal and street lighting)***
- ***Mitchell Road/Don Pedro Road Traffic Signal Installation, Ceres***
- ***Greenback Lane/Mariposa Avenue Traffic Signal Modification, Citrus Heights***

Kristin Calia, PE, TE

Senior Associate

FIRM FEHR & PEERS

Education:

BS in Civil Engineering, California Polytechnic State University, San Luis Obispo, 1995

Registrations:

CA C62461
CA TR2183

Affiliations:

Institute of Transportation Engineers (ITE)

American Society of Civil Engineers (ASCE)

Women's Transportation Seminar (WTS)

American Public Works Association (APWA)

Kristin D. Calia, P.E., T.E., is a Senior Associate with Fehr & Peers. Ms. Calia has a Bachelor of Science degree in Civil Engineering from California Polytechnic State University, San Luis Obispo. She is a Registered Civil Engineer and Traffic Engineer in the State of California and a Registered Civil Engineer in the State of Washington. She has over 15 years of traffic engineering experience and has been working for Fehr & Peers for 12 years. Ms. Calia specializes in traffic signal and lighting system designs and roadway signing and striping and has been responsible for the design of hundreds of traffic signals throughout California. Ms. Calia has designed and managed projects ranging from single traffic signal designs to projects involving several interchanges. She has worked extensively with local agencies and Caltrans. Ms. Calia's professional experience also includes Intelligent Transportation System (ITS) designs, traffic operations analyses, traffic impact studies, safety studies, and access and circulation studies.

RELEVANT PROJECTS

- ***State Route 99/Harney Lane Interim Signals – Signals - Lodi)***
- ***Lower Sacramento Road Widening – Harney Lane to Kettleman Lane – Signal, Interconnect - Lodi***
- ***Lower Sacramento Road Widening – Kettleman Lane to Turner Road – Signals - Lodi***
- ***Lower Sacramento Road Improvements – Turner Road to Woodbridge Road – Lighting - San Joaquin County***
- ***Hammer Lane Phase III – Signals and Lighting - Stockton***
- ***El Dorado Street Improvements – Signals, Lighting, Signing, Striping - Stockton***
- ***I-5/County Road 102 Interchange – Signals, Lighting, ITS - Woodland***
- ***Antelope Road Widening – Signals and Lighting - Citrus Heights***
- ***Sheldon Road Widening – Signals and Lighting - Elk Grove***
- ***State Route 99 Widening – Signals, Lighting, ITS - Manteca***

Judith Buethe

Project Manager

FIRM

Education:

BS in Applied Behavioral Sciences, University of California, Davis

MPA in Public Administration, University of San Francisco

Affiliations:

Business Council, Inc.

San Joaquin County Hispanic Chamber of Commerce

Greater Stockton Chamber of Commerce Board of Directors

Chinese Cultural Society of Stockton

Public Relations Society of America

Central Valley Community Bank Advisory Board

Downtown Stockton Alliance

Judith Buethe, founder and owner of JBC, has more than 32 years of private and public sector experience in public relations and consensus building. Judith designs and implements effective strategic public involvement plans, project team communication plans, public meetings and open houses, public outreach and education, cross-cultural communications, social marketing, meeting facilitation, stakeholder identification, media relations, newsletters, direct mail campaigns, advertising, events (large and small), consensus development, and staffs Hotlines. She has designed and facilitated formal focus groups, regional surveys, and walked door-to-door in mobile home parks to survey tenants and satisfy environmental justice requirements. She has served as a hearing officer.

RELEVANT PROJECTS

Relevant Public Outreach and Public Participation Programs
Among the more than 300 public participation programs designed and implemented in the Central Valley and Foothills are these:

North County Corridor Project Route Adoption and PA-ED:
Developed a Team Communications Plan and developed and implemented a strategic Community Outreach Plan for both phases for this project, which has elicited keen interest in the community. In addition to ensuring that NEPA/CEQA requirements for outreach have been met, Judith has coordinated all logistics, media relations, and notifications for public meetings, workshops, and hearings. She has also served as a hearing officer and organizes and facilitates quarterly meetings of a Community Focus Group of people representing various community interests.

SR-132 West Freeway/Expressway:
Developed and implemented a strategic Community Outreach Plan for this long-awaited project. Judith has coordinated all logistics, media relations, and notifications for public meetings. She also organizes and facilitates quarterly meetings of a Project Implementation Plan group representing community interests. NEPA/CEQA requirements for outreach and environmental justice needs are being met.

Harney Lane Specific Plan:
Guided development of public outreach communications plan and its successful implementation.

Tom Walker, PE

Bridge Engineer

FIRM

Education:

BS in Civil/Structural Engineering, California State University, San Jose, 1992

Registrations:

CA C56247

Affiliations:

Structural Engineers Association of Northern California

Tom Walker has more than 19 years of experience as a Bridge Design Engineer. His responsibilities include preparing bridge advance planning studies, bridge type selection reports, bridge design calculations and plan preparation for freeway interchange structures and bridge retrofits. Tom's experience includes preparation of design calculations, plans, specifications and estimates for numerous transportation structure projects including various designs of bridges, pump stations, retaining walls and soundwalls. He has extensive knowledge of numerous computer applications including CTBRIDGE, SEISAB seismic bridge analysis program, Enercalc structural analysis and RISA 3D.

RELEVANT PROJECTS

Stevens Creek Trail & Pedestrian Bridge - Reach 3, Mountain View
Structures Engineer responsible for preparing the plans, specifications and estimate package for this two-mile long pedestrian/bike trail. Project included desinging three steel truss bridges over Stevens Creek, a 1,200-foot long steel multi span truss bridge over UPRR, Central Expressway and Evelyn Avenue and a tie-back wall under the Route 85 bridge. Responsibilities included concept development, quality control, PS&E submittal and constructability review.

Atwater-Merced Expressway PS&E, Merced County
Bridge Engineer responsible for preparation of the Advance Planning Study for five new structures as part of the new expressway. Structures include overhead structures at BNSF railroad and SR140, UPRR Railroad and SR99, and a replacement structure at Buhach Road and SR99. Responsibilities include bridge layout, investigation of structure alternatives and preparation of general plans, estimates, and planning study report following Caltrans guidelines.

I-80/680/12 Interchange PR/ED, Solano County
Bridge Engineer responsible for the preparation of the Advance Planning Studies for 40 new structures as part of the interchange replacement project study. The studies included long elevated connector structures, creek bridge replacements and UPRR overpass structure. Responsibilities included bridge layout, investigation of structure alternatives and preparation of general plans, estimates, in accordance with Caltrans and FHWA guidelines.

Route 4 Bypass Segment 1- PA-ED, PS&E, Contra Costa County
Bridge Design Engineer for a four-span, post-tension box girder bridge. Responsibilities included preliminary design, preparation of advance planning study, bridge type selection, final structural design calculations, details and estimates for all bridge components.

Harkins Slough Road Bridge over Struve Slough West Branch PS&E, Watsonville
Project Engineer Responsible for designing a HBP funded, five-span precast concrete girder bridge over Sturve Slough West Branch. Responsible for preparing Bridge Type Selection Reports, PS&E and coordination with roadway engineers and other consultants to develop details to support utilities on the bridge.

Coyote Creek Bridge Replacement at I-880, San Jose
Bridge Design Engineer responsible for Type Selection Report and design of 550-foot long bridge replacement including design calculations. A "bulb-tee" superstructure was used to expedite construction over an environmentally sensitive creek habitat.

Julie Passalacqua, PE

Bridge Engineer

FIRM

Education:

MS in Civil Engineering, University of California, Davis, 2007
BS in Civil Engineering, California Polytechnic State University, San Luis Obispo, 2002

Registrations:

CA C68407

Affiliations:

Women's Transportation Seminar (WTS)

Julie Passalacqua has more than eight years of experience as project engineer and design engineer designing and preparing details and quantities for bridge engineering construction projects. Her responsibilities include the structural design and analysis of bridge structures and retaining walls, production of contract documents, advance planning studies, shop drawing reviews, and field investigations.

RELEVANT PROJECTS

North Stockton Railroad Grade Separations and Bridge Replacements PS&E, Stockton
Structures Project Engineer responsible for six structures in North Stockton. Structures include a single-span, post-tensioned concrete box girder overheard, a three-span, post-tensioned concrete box girder overhead, a three-span reinforced concrete box girder overhead, a two-span steel plate girder with concrete deck underpass and two post-tensioned voided concrete slab bridges.

North Stockton Railroad Grade Separations and Bridge Replacements PA-ED, Stockton
Structures Project Engineer responsible for preparation of Advance Planning Studies for six structures in North Stockton. Structures consist of one railroad underpass, three railroad overheads and two creek crossings.

Lower Sacramento Road Bridge over Bear Creek, Stockton
Structures Project Engineer responsible for three-span, 153-foot long, cast-in-place, post-tensioned concrete voided slab replacement bridge. Responsibilities included overseeing structure design and independent check, along with plan, estimate and specifications preparation. Project involved significant coordination with the US Army Corps of Engineers (USACE) and the San Joaquin Area Flood Control Agency (SJAFCA).

Lower Sacramento Road Bridge over Pixley Slough, Stockton
Structures Project Engineer responsible for two-span, 82 foot long, cast-in-place prestressed concrete voided slab replacement bridge. Responsibilities included preparation of the structure type selection, design and independent check, along with plan, estimate and specifications preparation. This project involved significant coordination with the various resource agencies including the US Army Corps of Engineers and the Central Valley Flood Protection Board.

Cohasset Road Widening & Bridge Replacement PS&E, Chico
Structures Design Engineer responsible for independent structure design, layout and plan preparation check for bridge replacement structure. Structure consists of a three span, 90-foot long, cast-in-place, reinforced concrete slab bridge with stage construction, which replaced the existing vehicular bridge and adjacent bicycle bridge.

Abernathy Road Bridge over Ledgewood Creek PS&E, Solano County
Structures Design Engineer for this bridge replacement structure consisting of a single span, 43-foot long, cast-in-place, reinforced concrete slab. Also investigated a precast, voided concrete slab bridge option for the Type Selection Report. Responsibilities included structure layout and desing, including stage construction.

Jeff Nettleton, PE

Design Leader

FIRM

Education:

BS in Civil Engineering, California State University, Sacramento, 2006

Registrations:

CA C75790

Affiliations:

American Society of Civil Engineers

Jeff Nettleton has more than six years of experience in municipal and transportation engineering. He has served as design engineer on numerous projects, including local roadway and intersection improvements. His experience includes geometric design, drainage design, utility coordination and the preparation of plans, specifications and estimates.

RELEVANT PROJECTS

Harney Lane/UPRR Grade Separation PA-ED, Lodi
Design Engineer responsible for preparation of geometric exhibits and preliminary estimates including preparing various alignment designs, profile designs, and estimates. Other responsibilities included preparing exhibits for public meetings, utility coordination, and coordinating with various agencies.

Harney Lane/UPRR Grade Separation Feasibility Study Report, Lodi
Design Engineer responsible for preparation of geometric exhibits and preliminary estimates including preparing various alignment designs, profile designs, and estimates. Other responsibilities included utility coordination and preparing feasibility study.

Eight Mile Road/UPRR Grade Separation, Stockton
Design Engineer responsible for the development of a PS&E package for the widening and grade separation of Eight Mile Road in the north Stockton area. Improvements included the widening of Eight Mile Road to eight lanes for a stretch, four lanes in others, and then conforming to a two-lane road. Project challenges included coordinating with UPRR as well as local and state flood control boards, and incorporating bicycle- and pedestrian-friendly designs into a major arterial thoroughfare.

North Stockton Railroad Grade Separations/Bridge Replacements PA-ED, Stockton
Design Engineer responsible for preparation of geometric exhibits and preliminary estimates including preparing various alignment designs, profile designs, and estimates. Other responsibilities included preparing exhibits for public meetings, utility coordination, and coordinating with various agencies.

Lathrop Road/Union Pacific Railroad Westerly Grade Separation and Lathrop Road Widening PA-ED, Lathrop
Design Engineer responsible for preparation of geometric exhibits and preliminary estimates including preparing various alignment designs, profile designs, and estimates. Performed utility coordination and prepared project Project Engineer responsible for preparing a feasibility study for the grade separation at Harney Lane/UPRR. Multiple alternatives were developed and the study included cost estimates, design challenges, scheduling, and recommendations.

Shaw Avenue/UPRR Grade Separation-Preliminary Engineering, Fresno
Design Engineer responsible for preparation of geometric exhibits and preliminary estimates including preparing various alignment designs, profile designs, and estimates. Performed utility coordination and prepared project memos.

Harney Lane/Ham Lane Traffic Signal Improvements, Lodi
Project Engineer responsible for a PS&E package for the signalization of Harney Lane/Ham Lane. A key project challenge was the very aggressive schedule to have the project advertised three weeks after the design contract was awarded.

Derek Minnema, PE

Project Engineer

FIRM

Education:

BS in Civil Engineering, California State University, Sacramento 2002

Registrations:

CA C68446

Affiliations:

American River Flood Control District

American Society of Civil Engineers

Sacramento Metropolitan Chamber of Commerce

Derek Minnema has 10 years of experience designing transportation projects with MTCo. Derek has completed a variety of different projects including railroad grade separations, road widenings, streetscape projects, intersection modifications with traffic signals, highway interchanges, bridges, and alignment planning studies. Derek is knowledgeable in both the local agency and Caltrans project development processes and has successfully delivered projects with very aggressive schedules and significant public outreach efforts. In addition to working as a project manager at MTCo, he served as a Trustee on the American River Flood Control District for 8 years, giving him unique insight and knowledge of the central valley's flood control challenges.

RELEVANT PROJECTS

Harney Lane/UPRR Grade Separation Feasibility Study Report, Lodi
Project Engineer responsible for preparing a feasibility study for the grade separation at Harney Lane/UPRR. Multiple alternatives were developed and the study included cost estimates, design challenges, scheduling, and recommendations.

Grant Line Road/UPRR Grade Separation PS&E, Elk Grove
Project Engineer responsible for the development of a PS&E package for the widening and grade separation of Grant Line Road in the City of Elk Grove. Improvements included a new 4 lane road and railroad overhead connecting the recently constructed SR 99/Grant Line Road interchange and the recently constructed realignment of Waterman Road. Project challenges included coordination with Union Pacific Railroad, numerous utility relocations including high voltage overhead transmission towers, a high-pressure petroleum pipeline, water transmission lines, and a sewer trunk line relocation.

Eight Mile Road/UPRR Grade Separation, Stockton
Project Engineer responsible for the development of a PS&E package for the widening and grade separation of Eight Mile Road in the north Stockton area. Improvements included the widening of Eight Mile Road to eight lanes for a stretch, four lanes in others, and then conforming to a two-lane road. Project challenges included coordinating with UPRR as well as local and state flood control boards, and incorporating bicycle- and pedestrian-friendly designs into a major arterial thoroughfare.

Lower Sacramento Road/UPRR Grade Separation, Stockton
Project Engineer responsible for the development of a PS&E package for roadway widening and grade separation at Lower Sacramento Road. Improvements included a new underpass for a six-lane road, a new pump station, and roadway realignment. Significant project elements included coordinating with UPRR for work that included a shoofly track for construction, designing retaining walls, coordinating with an artist and implementing aesthetic designs, and incorporating bike and pedestrian friendly designs into a major arterial thoroughfare.

Harney Lane/Ham Lane Traffic Signal Improvements, Lodi
Project Manager responsible for a PS&E package for the signalization of Harney Lane/Ham Lane. A key project challenge was the very aggressive schedule to have the project advertised three weeks after the design contract was awarded.

Phillip Vulliet, PE

Project Engineer

FIRM

Education:

BS in Civil Engineering, University of California, Davis, 2004

Registrations:

CA C70963

Philip Vulliet has more than eight years of experience in municipal and transportation engineering. He has served as design engineer on numerous projects, including local roadway, grade separation, intersection, and interchange improvements. His experience includes geometric design, drainage design, PUC/UPRR coordination, utility coordination, construction support, construction staking, general cross sections, and the preparation of plans, specifications and estimates.

RELEVANT PROJECTS

Harney Lane/UPRR Grade Separation PA-ED, Lodi
Senior Project Engineer responsible for day to day project management including meeting with project stakeholders, assisting with determination of environmental impacts, development of project alternatives including estimated cost and right of way impacts, analysis of vehicular and truck movements within proposed alternatives, correspondence with members of the public at public meetings, scheduling, facilitation, and recording of PDT meetings, and layout of preliminary geometrics and 3D models.

Lower Sacramento Road Widening, Turner Road to Woodbridge Road PS&E, Woodbridge
Design Engineer responsible for generation of general cross sections, quantity takeoffs, and construction cost estimates for roadway widening, new ADA facilities, and new curb and gutter.

Vintner Square Shopping Center (Route 12) PS&E, Lodi
Design Engineer responsible for construction staging/traffic handling, drainage system design, general cross sections, construction details, and roadway grading plans for civil design of roadway improvements to accommodate development of new shopping center.

Watt Avenue Light Rail Transit Grade Separation PS&E, Sacramento County
Design Engineer responsible for parking lot layout, parking lot grading, utility coordination, geometric roadway design, drainage system design, drainage analysis, construction staging/traffic handling, signing and striping plans, roadway grading plans, and subcontractor coordination for project to provide a grade separation structure for light rail tracks, station and parking lot improvements, and roadway widening and improvements.

Grant Line Road/Route 99 Interchange & Overcrossing Reconstruction PSR, PR/ED, PS&E, Elk Grove
Design Engineer responsible for drainage system design, hydrological/watershed analysis, and cost estimates/quantity takeoff for design of new interchange.

Sacramento Regional Transit SSCP2-Civil Track & Structure PS&E
Design Engineer responsible for station modification, parking lot layout, site grading, site drainage, geometric roadway design, roadway grading plans, engineering quantities and estimate, and subcontractor coordination for project to extend light rail service from its existing southerly terminus at Meadowview Road to the Cosumnes River College campus.

Hammer Lane Widening Phase III, Kelly Drive to Thornton Road PS&E, Stockton
Design Engineer responsible for production of plan sheets, generation of engineers estimate, design of drainage facilities, grading details and coordination of plan review process.

Matt Brogan, PE

QA/QC Manager

FIRM

Education:

BS in Civil Engineering, New Mexico State University, 1998

Registrations:

CA C63854

Affiliations:

American Public Works Association

Matt Brogan has more than 12 years of experience in municipal and transportation engineering. He has served as project manager and project engineer on numerous projects, including bridges, local roadway improvements, highway interchanges, bicycle facilities, civil related transit improvements, streetscape designs, and downtown infrastructure improvements. Matt has completed a variety of different projects and has extensive experience with Caltrans facilities and local agency improvements. He has experience ranging from completing interchanges with Caltrans approval to streetscape/infrastructure projects within historic downtown areas.

RELEVANT PROJECTS

Washington Boulevard Pedestrian Underpass PS&E, Roseville
Project Engineer responsible for design oversight, extensive coordination with the City and subconsultants, oversight for production of concept aesthetic and lighting plans, and development of final PS&E for development of a preliminary concept and final PS&E for beautification of Underpass, which extends under UPRR rail yard. Fast-track project consisted of working with City and community members to develop a concept that provided improved aesthetics, lighting, and artwork within the Underpass.

Sacramento Regional Transit SSCP2-Civil Track & Structure PS&E
Project Manager responsible for managing civil design team including utility coordination, station modification, parking lot layout, site grading, site drainage, geometric roadway design, roadway grading plans, engineering quantities and estimate, and subcontractor coordination for project to extend light rail service from its existing southerly terminus at Meadowview Road to the Cosumnes River College campus. The project includes five (5) new grade crossings, drainage/water quality treatment features, and a significant number of utility relocations, including relocations of 69 KV and 230 KV electric towers.

Riverside Avenue Streetscape / Infrastructure Improvements PS&E, Roseville
Project Manager for this project to replace existing curb, gutter, sidewalk, provide streetscape and landscape improvements and construct a new roundabout on Riverside Avenue. Project includes construction of bulbout islands for pedestrian safety, new storm drain, water and sewer systems, new bus facilities, additional parking and modifications for new driveway locations.

Historic District Streetscape/Infrastructure Improvements PS&E, Roseville
Project Manager for project to repair substandard cross-slopes, and degraded pavement areas. Project also includes construction of new curb, gutter and sidewalk, raised crosswalks and islands for pedestrian safety, new storm drain system, additional parking and extensive landscape/streetscape features to improve the aesthetics of Historic Roseville. Project also included extensive community and property owner outreach.

10th Street & Market Street Intersection Improvements & Signalization Phase I PS&E, Colusa
Project Manager currently beginning the preliminary design phase of a $1.6 million first phase to construct a signal, minor widening at the intersection, and construct pedestrian "refuge" areas along the crosswalks. Aesthetics will include decorative crosswalks and signal poles and an entry feature or plaza at the entrance to Memorial Park.

Robert A. Himes, PE

Principal In Charge/Project Manager

FIRM

Education:

BS in Civil Engineering, University of California, Berkeley, 1986

Registrations:

CA C45787

Affiliations:

American Public Works Association

American Society of Civil Engineers

Institute of Transportation Engineers

Women's Transportation Seminar

Rob Himes has more than 25 years years of experience in municipal and transportation engineering with MTCo. Rob is a Principal of the firm and specializes in all aspects of transportation projects ranging from feasibility studies to construction documents. Rob is experienced preparing project reports, project study reports, and concept approval reports. In addition to acting as project manager, he is currently an instructor for the University of California Berkeley Extension teaching Caltrans Geometric Design/Process.

RELEVANT PROJECTS

Harney Lane/UPRR Grade Separation PA-ED, Lodi
Principal in Charge/Project Manager responsible for meeting with project stakeholders, assisting with determination of environmental impacts, development of project alternatives including estimated cost and right of way impacts, analysis of vehicular and truck movements within proposed alternative, correspondence with members of the public at public meetings, scheduling, facilitation, and recording of PDT meetings, and layout of preliminary geometrics and Sharpie hand sketches.

Lower Sacramento Road Widening, Harney Lane to Kettleman Lane PS&E, Lodi
Project Manager for the widening of 2 miles of Lower Sacramento Road from two to four lanes from Harney Lane to Kettleman Lane. The project was phased to construct improvements to the Woodbridge Irrigation District (WID) Canal during the winter when the canal was empty. Improvements included evaluating the structural integrity of the culvert at Lower Sacramento Road, extending the existing culvert by 70 feet, three retaining walls at various locations, designing aesthetic barriers and wrought iron fencing and gates, and relocation of a water line. Roadway design included new curb, gutter and sidewalks, reconstruction of five signalized intersections, rubberized asphalt concrete overlays and wide landscaped medians.

Harney Lane/Route 99 Combined PSR/PR, Lodi
Principal in Charge responsible for overseeing the project team and preparing a PSR/PR for improvements to mitigate the traffic impacts due to the proposed retail development in the southwest quadrant and to accommodate future development. Improvements include replacement of the Route 99 overcrossing, widening Harney Lane, relocating the overhead utility lines, and realigning the west frontage road south of Harney Lane to accommodate the new southbound on-ramp.

North Stockton Railroad Grade Separations/Bridge Replacements PS&E, Stockton
Principal in Charge responsible for the preparation of technical reports and defining the proposed improvements for final design. Improvements consist of roadway widening, bridges for grade separation and creek crossings, traffic signal and street lighting layout, aesthetic treatment, and hydrology and drainage report.

Grant Line Road Grade Separation & Widening PS&E, Elk Grove
Principal in Charge of project which will widen Grant Line Road from Survey Road to Bradshaw Road to accommodate planned growth in southeast Sacramento County. The project will also include the construction of a grade separation over the UPRR, and the realignment of Waterman and Bradshaw Roads to improve the intersection geometrics. Traffic signals will be constructed at those intersections as well. An Environemntal Impact Report was prepared by others with support provided by MTCo.

Watt Avenue Light Rail Transit Grade Separation PS&E, Sacramento County
Principal in charge responsible for design of a light rail overcrossing over Watt Avenue on Folsom Boulevard. The project included reconstruction and landscaping at the intersection of Watt Avenue/Folsom Boulevard.

PROPOSED STAFF

	KEY PERSONNEL	EXPERIENCE	QUALIFICATIONS	CURRENT COMMITMENTS	ANTICIPATED WORKLOAD	TOTAL AVAILABILITY
Environmental	JOHN CLINE RIGHT OF WAY ACQUISITIONS	BS, Business Administration CA Appraiser AG024632 5 years with Firm	23 Years Experience. Projects Include: ▪ Grant Line Road/SR 99 Interchange, Elk Grove ▪ Sheldon Road/SR 99 Interchange, Elk Grove ▪ Folsom Dam Bridge, Folsom	City of Elk Grove; Santa Clara VTA	75%	25%
	JOHN ATMADEN RIGHT OF WAY ACQUISITIONS	BS, Business Administration Real Estate Broker 01104860 6 years with Firm	22 Years Experience. Projects Include: ▪ Sheldon Road/SR 99 Interchange, Elk Grove ▪ Folsom Dam Bridge, Folsom ▪ Clinton Keith Road/I-15 Interchange, Wildomar	Kings Beach Commercial Core; SR 99/Twin Cities Interchange; 11th Street Bridge	65%	35%
Design	PATRICIA PRESTON, PE INDEPENDENT CHECK	BS, Civil Engineering CA C49590 5 years with Firm	24 Years Experience. Projects Include: ▪ Dillman Creek Bridge, Placer County ▪ Soscol Ave Bridge over the Napa River ▪ Lincoln Bypass	SPSTA Yolo Causeway and Q10 Relocation; CEMEX West Sacramento SPSTA Yolo; Buena Island Ramps; City of Biggs 8th Street Improvements	[illegible]	[illegible]
	JOE GUTIERREZ, PE INDEPENDENT CHECK	BS, Civil Engineering CA C63273 5 years with Firm	23 Years Experience. Projects Include: ▪ Jack Tone Road/Hwy 99 Interchange, Ripon ▪ Bailey Avenue Grade Separation, San Jose ▪ Danton Boulevard Bridge, Antioch	City of Biggs 8th Street	[illegible]	[illegible]
Planning	VALERIE PENNINGTON, RLA LANDSCAPE DESIGN	BLA, Landscape Architecture CA RLA 4978 7 years with Firm	10 Years Experience. Projects Include: ▪ San Joaquin Regional Rail Commission Rail Maintenance Facility, Stockton ▪ Towne Center, Lathrop ▪ ADM Distribution Center, Lodi	San Joaquin Regional Rail Commission Rail Maintenance Facility; Uptown Residences	[illegible]	[illegible]

NOTE: Assigned key staff will not be changed during the course of the project without direct approval from the City of Lodi.

PROPOSED STAFF

This table provides a quick reference overview of each member of the MTCo team for the Harney Lane/UPRR Grade Separation project, including their years of experience, representative projects and length of service with the firm. The MTCo Team is committed to bringing you our most experienced, "hands-on" managers and engineers. We understand the importance of assembling a team who will be available to you throughout the duration of the project. As you can see in the table below, each team member we have assigned is available to meet your project needs.

KEY PERSONNEL	EXPERIENCE	QUALIFICATIONS	CURRENT COMMITMENTS	ANTICIPATED WORKLOAD	TOTAL AVAILABILITY
MTCo Design & Construction, Inc.					
Robert Himes, PE Principal in Charge/ Project Manager	BS, Civil Engineering CA C45787 25 Years with MTCo	26 Years Experience. Projects Include: • Harney Lane/UPRR Grade Separation Feasibility Study Report, Lodi • North Stockton Railroad Grade Separation & Bridge Replacement, Stockton • Grant Line Road Grade Separation & Widening, Elk Grove	Harney Lane Grade Separation; Watt Avenue/ Highway 50 Interchange; State Route 32 Widening PS&E; Grant Line Road Widening and Grade Separation PS&E; Management	45%	55%
Matt Brogan, PE QA/QC Manager	BS, Civil Engineering CA C63854 8 Years with MTCo	13 Years Experience. Projects Include: • Washington Blvd Pedestrian Underpass, Roseville • Sacramento Regional Transit SSCP - Civil Track & Structure • Riverside Avenue Streetscape/Infrastructure Improvements, Roseville	I-80/I-680/SR 12 Initial Construction Package PS&E; I-5/Cosumnes River Boulevard Overcrossing; Placer Parkway Phase 1	70%	30%
Philip Vullict, PE Project Engineer	BS, Civil Engineering CA C70963 7 Years with MTCo	8 Years Experience. Projects Include: • Lower Sacramento Road Widening - Turner Road to Woodbridge Road, Woodbridge • Watt Avenue Light Rail Transit Grade Separation, Sacramento • Vineyard Square Shopping Center (Route 12), Lodi	Harney Lane Grade Separation; Watt Avenue/ Highway 50 Interchange; Grant Line Road Widening and Grade Separation PS&E; Lathrop Road Westerly Grade Separation	40%	60%
Derek Minnema, PE Project Engineer	BS, Civil Engineering CA C68446 8 Years with MTCo	11 Years Experience. Projects Include: • Harney Lane/UPRR Grade Separation Feasibility Study Report, Lodi • North Stockton Railroad Grade Separation & Bridge Replacement, Stockton • Grant Line Road Grade Separation & Widening, Elk Grove	Harney Lane Grade Separation; Ham Lane/ Harney Lane Intersection Signalization; Grant Line Road Widening and Grade Separation PS&E; Lathrop Road Westerly Grade Separation	40%	60%
Jeff Nettleton, PE Design Leader	BS, Civil Engineering CA C75790 6 Years with MTCo	6 Years Experience. Projects Include: • Harney Lane/UPRR Grade Separation Feasibility Study Report, Lodi • North Stockton Railroad Grade Separation & Bridge Replacement, Stockton • Grant Line Road Grade Separation & Widening, Elk Grove	Harney Lane Grade Separation; Ham Lane/ Harney Lane Intersection Signalization; Highway 50/Silva Valley Interchange	30%	70%
Julie Passalacqua, PE Bridge Engineer	MS, Civil Engineering CA C68407 5 Years with MTCo	9 Years Experience. Projects Include: • Harney Lane/UPRR Grade Separation Feasibility Study Report, Lodi • North Stockton Railroad Grade Separation & Bridge Replacement, Stockton • Grant Line Road Grade Separation & Widening, Elk Grove	Harney Lane Grade Separation; Highway 50/Silva Valley Interchange; Railroad Flat Road Bridge Replacement; Stagecoach Road Bridge	45%	55%
Tom Walker, PE Bridge Engineer	BS, Civil/Structural Engineering CA C56247 14 Years with MTCo	20 Years Experience. Projects Include: • Stevens Creek Trail & Pedestrian Bridge-Reach 3, Mountain View • Atwater-Merced Expressway, Merced County • I-80/680/12 Interchange, Solano County	I-880/Stevens Creek Interchange; I-80/I-680/SR 12 Initial Construction Package PS&E; State Route 32 Widening PS&E	45%	55%
JBC					
Judith Buettie Public Outreach	BS, Applied Behavioral Sciences 22 years with JBC	33 Years Experience. Projects Include: • Harney Lane Specific Plan, Lodi • SR 132 West Freeway/Expressway • North County Corridor Project Route Adoption and PA-ED	Valley Clean Air Now; 7th Street Bridge; North County Corridor Project	45%	55%
Tran & Lynn					
Kristin Calia, PE Signals and Lighting	BS, Civil Engineering CA C62461 / CA TE 2183 12 years with Firm	17 Years Experience. Projects Include: • State Route 99/Harney Lane Interim Signals, Lodi • Lower Sacramento Road Widening - Harney Lane to Kettleman Lane, Lodi • Lower Sacramento Road Widening - Kettleman Lane to Turner Road	Veterans Boulevard PS&E; State Route 4/Balfour Road Interchange; Whitney Ranch Parkway; Dana Point Harbor Traffic Design; Management	45%	55%
Mike Johnstone Signals and Lighting	BA, Geology 12 years with Firm	16 Years Experience. Projects Include: • State Route 99/Harney Lane Interim Signals, Lodi • Douglas Road Widening, Rancho Cordova • I-5/Del Paso Road Interchange Signalization, Sacramento	Veterans Boulevard PS&E; Whitney Ranch Parkway; Dana Point Harbor Traffic Design	40%	60%

REFERENCES

The ability of the MTCo team members to work as an extension of our clients' staff to complete successful designs and gain project approvals has allowed us to build and maintain strong trust-based working relationships. We have identified clients from local agencies for whom we have completed a number of projects similar to the Harney Lane Grade Separation PS&E. We encourage you to contact each of our references, who will verify MTCo project manager Rob Himes' dedication to technical excellence and client service, and our team's ability to complete similar projects on time and within budget, with adaptive measures to changing project demands.

	REFERENCE 1	REFERENCE 2	REFERENCE 3
MTCo	***North Stockton RR Grade Sep.*** **CONTACT:** Wes Johnson, City of Stockton, tel. (209) 937-8088 **DATE:** 2007-2010 **STAFF:** Rob Himes, Derek Minnema, Jeff Nettleton, Julie Passalacqua	***Grant Line Road/SR 99 Interchange & Overcrossing Recon.*** **CONTACT:** Gary Grunwald, City of Elk Grove, tel. (916) 478-2236 **DATE:** 2004-2009 **STAFF:** Rob Himes, Phil Vulliet, Derek Minnema, Jeff Nettleton, Julie Passalacqua	***Lower Sacramento Road over Bear Creek*** **CONTACT:** Erik Alvarez, City of Stockton, tel. (209) 937-8228 **DATE:** 2007-2010 **STAFF:** Rob Himes, Derek Minnema, Jeff Nettleton, Julie Passalacqua
Judith Buethe Communications	***Thornton Community Improvements*** **CONTACT:** Jeff Levers, San Joaquin Co., tel. (209) 953-7631 **DATE:** 2009-Present **STAFF:** Jan Stanley	***North Stockton RR Grade Sep.*** **CONTACT:** Eric Alvarez, City of Stockton, tel. (209) 937-8228 **DATE:** 2010-2011 **STAFF:** Jan Stanley	***SR 99/Hammer Lane Interchange/ SR 99 Widening*** **CONTACT:** Bob Murdoch, City of Stockton, tel. (209) 937-8400 **DATE:** 2005-2008 **STAFF:** Jan Stanley
Fehr & Peers	***SR 99/Harney Lane Signals*** **CONTACT:** Lyman Chang, City of Lodi, tel. (209) 333-6800 **DATE:** 2009-2011 **STAFF:** Kristin Calia, Mike Johnstone	***Cirby Way/Roseville Road Improvements*** **CONTACT:** Jason Shykowski, City of Roseville, tel. (916) 746-1300 **DATE:** 2008-2009 **STAFF:** Kristin Calia, Mike Johnstone	***Auburn Boulevard Improvements*** **CONTACT:** Stuart Hodgkins, City of Citrus Heights, tel. (916) 727-4734 **DATE:** 2008-Present **STAFF:** Kristin Calia, Mike Johnstone
Interwest	***I-15/Clinton Keith Road Interchange*** **CONTACT:** Frank Oviedo, City of Wildomar, tel. (951) 677-7751 **DATE:** 2009-2011 **STAFF:** Julie Cline	***Kings Beach Commercial Core Improvements*** **CONTACT:** John Weber, County of Placer, tel. (530) 745-7564 **DATE:** 2011-2012 **STAFF:** Julie Cline, John Almazan	***Grant Line Rd/SR 99 Interchange*** **CONTACT:** Richard Shepard, City of Elk Grove, tel. (916) 683-7111 **DATE:** 2005-2008 **STAFF:** Julie Cline
Pennino	***Rail Maintenance Facility*** **CONTACT:** Stacy Mortensen, San Joaquin Regional Rail Commission, tel. (209) 944-6220 **DATE:** 2009-Present **STAFF:** Valerie Pennino	***RTD Downtown Transit Center, Mall Transfer Center*** **CONTACT:** Donna DeMartino, San Joaquin Regional Transit District, tel. (209) 948-5566 ext.615 **DATE:** 2007-2009 **STAFF:** Valerie Pennino	***ADM Sweetener Distribution Center*** **CONTACT:** City of Lodi, Community Development **DATE:** 2007-2009 **STAFF:** Valerie Pennino

EXPERIENCE OF FIRM

INTERWEST CONSULTING GROUP

Folsom Boulevard Streetscape

Rancho Cordova

Client Reference: Kathy Garcia, Civil Engineer - City of Rancho Cordova (916) 851-8700

Ongoing
Estimate June 2013

This project involved 9 commercial properties, including one mini-mart/gas station, one auto tune-up business and one storage facility. The unique challenges associated with this project involved complex acquisitions of commercial properties. This project involved acquiring the necessary real property rights to improve the sidewalks and landscaping along Folsom Boulevard in Rancho Cordova.

Eureka Road/I-80 Interchange

Roseville

Client Reference: Raul Cervantes, Senior Engineer - City of Roseville (916) 746-1300

Ongoing
Anticipated 2011

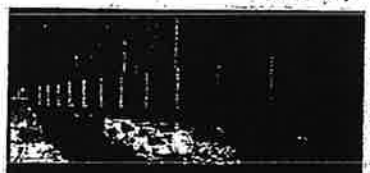
Interwest was involved with overseeing the appraisal process and negotiating the acquisition of real estate interests from seven property ownerships. All of the acquisitions involved large commercial Real Estate interests, which made this project uniquely challenging. The acquisitions were necessary to widen portions of Eureka Road and to create additional turn lanes at North Sunrise.

APEX CIVIL ENGINEERING

Duncan Creek Bridge

Placer County

Client Reference: Steve Sanders, SAGE Geotechnical (916) 729-8050



2007

Staff augmentation providing bridge technical expertise to a geostructural firm for the production of the structural technical specifications, quality control and constructability reviews of the contract documents for an emergency replacement of a flood damaged culvert. The project included cast in place abutments, rock slope protection and a 20 foot wide by 75 foot long weathered steel girder bridge.

Analysis: Upon reviewing the plans and specifications of a pre-cast slab option, our QC reviewer recommended changing the proposed option to a prefabricated bridge type. This reduced the construction window and satisfied design standards.

PENNINO DESIGN GROUP

SJRRC Rail Maintenance Facility

Stockton

Client Reference: Stacey Mortensen, San Joaquin Regional Rail Commission (209) 944-6220

2009 to Present

The Rail Maintenance Facility located in Stockton, CA will service the many Altamont Commuter Express Trains that depart from Stockton to the bay area. It is the intent of this facility, upon completion, to acquire LEED certification, and has been designed with this high standard in mind. Its location along two major 4-lane roads and the Union Pacific Rail line have brought it a large amount of attention, which has fueled the need for landscape screening and enhancement. As the Landscape Architect, Mrs. Pennino had the responsibility of coordinating offsite landscape and streetscape improvements with the Agency, Engineers and the City of Stockton. The streetscape was specifically designed to bring an aesthetic quality to the project, utilizing low maintenance and low water using plant varieties, as well as providing a buffer between the pedestrian right of way and screening the project site. Duties also covered all onsite landscape improvements, including entry features, tree planting, building frontage and a detention basin, which will utilize a rain harvesting system for the irrigation supply needs. The overall project site will allow for future construction and multiple points of access, which were factors in the original design.

JUDITH BUETHE COMMUNICATIONS

North Stockton RR Grade Separation

Stockton

Client Reference: Eric Alvarez, Engineering Services Manager - City of Stockton (209) 937-8228

On-going

This project includes construction of three grade separations. JBC's strategies for effective public outreach have included a groundbreaking ceremony; creation of a pertinent database; notifications of road closures to property owners, tenants, and media; and newsletters.

Harney Lane Specific Plan

Lodi

Client Reference: Wally Sandelin, Public Works Director - City of Lodi (209) 333-6709

On-going

Buethe Communications created an overall strategy for public outreach; developed coded stakeholder list; identified a geographic mailing/notification area; conducted media relations; wrote, coordinated graphic design, production, and distribution of invitations and all print materials; made all arrangements for public workshops; staffed Hotlines and maintained a contact log; directed design, implementation, and updates to project Web site. Of special note, Jan Stanley arranged for, facilitated, and created detailed reports of 29 one-on-one meetings with property owners and businesses.

FEHR & PEERS

State Route 99/Harney Lane Signals

Lodi

Client Reference: Lyman Chang - City of Lodi Public Works Department (209) 333-6800

2010

Fehr & Peers managed the design of plans, specifications and estimates for the East Harney Lane/South Cherokee Lane and East Harney Lane/East Frontage Road traffic signal installations. The design was processed as part of an encroachment permit package and involved coordination with Caltrans District 10 and the City of Lodi. The design was completed in 2010.

Cirby Way/Roseville Road Improvement

Roseville

Client Reference: Jason Shykowski - City of Roseville Public Works (916) 746-1300

Design: 2008/Construction: 2009

Fehr & Peers prepared the plans, specifications, and estimates for the traffic signal designs associated with the Cirby Way/Roseville Road Improvement Project in Roseville. The project involved significant coordination with City, as well as Caltrans, staff. The design included traffic signal modifications at Cirby Way/Roseville Road, Cirby Way/Vernon Street, Cirby Way/Northridge Drive, Cirby Way/Melody Lane, and Cirby Way/Riverside Avenue. Fehr & Peers prepared the design of the traffic signal interconnect, using fiber optic cable, on Cirby Way from Roseville Road to Riverside Avenue and on Riverside Avenue from Darling Way to Interstate 80. Fehr & Peers also prepared the plans for a signal modification at the Riverside Avenue/I-80 westbound ramp intersection, which is a Caltrans intersection, and prepared the electrical design for overhead sign illumination and a City changeable message sign.

Harney Lane Specific Plan

Lodi

Client Reference: Wally Sandelin, Public Works Director - City of Lodi (209) 333-6709

October 2008 - September 2011

The City of Lodi hired MTCo to prepare a Specific Plan for Harney Lane from the west edge of the Reynolds Ranch development to the western City limits. The Specific Plan defined lane configurations along Harney Lane and the intersecting streets, signalized intersection locations and access points to existing and future developments, infrastructure needs to accommodate future and existing development, right of way and easement needs for the proposed improvements and identified special features such as retaining walls and customs driveways.

The Specific Plan complied with Sections 65450 – 65457 of the Government Code which states that a Specific Plan needs to be consistent with the adopted General Plan. MTCo then assisted the City and Dyett & Bhatia (the City's General Plan consultant) to make sure the General Plan Update was consistent with the proposed Harney Lane Specific Plan.

Unique Challenges: The project included mapping miles of existing public right of way and then setting proposed right of way based on detailed geometric strip maps of the planned improvements. MTCo also attended two public workshops where public input was solicited and incorporated into the plan.

Morada Lane/UPRR Overhead Grade Separation

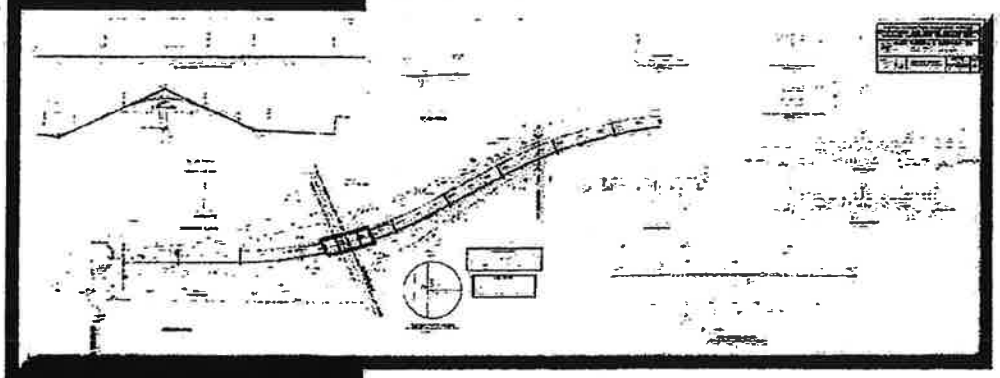
Stockton

Client Reference: Eric Alvarez, Capital Improvements Project Manager - City of Stockton (209) 937-8228

PA-ED: May 2006 - November 2007
PS&E: November 2007 - January 2010

Morada Lane in north Stockton currently runs east-to-west, connecting Route 99 to West Lane and then has a dead end just west of West Lane. As future development occurs in the area Morada Lane will need to be extended and connected to Lower Sacramento Road.

MTCo was selected by the City of Stockton to perform alternative analysis, environmental documentation and a detailed Geometric Approval Drawing (35% design) for the project. This effort has allowed the City to plan for future right of way and road network needs so that it can condition future development appropriately.

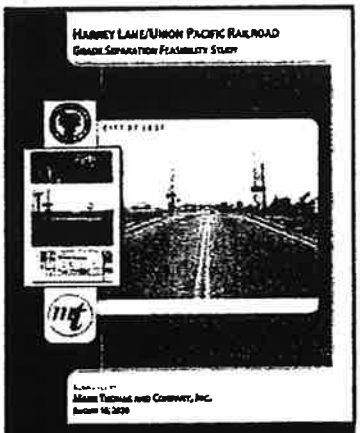


MTCo analyzed alignments, road connections, future drainage requirements, irrigation canal impacts, and connections to the nearby Class 1 bike path. At this location two active tracks are present which requires special consideration to the bridge falsework design.

Harney Lane/UPRR Grade Separation Feasibility Study Report

Lodi

Client Reference: Wally Sandelin, Public Works Director - City of Lodi (209) 333-6709



February 2010 - August 2010

The City of Lodi is currently adopting a Specific Plan for Harney Lane which would classify it as a four lane divided arterial. Future development in the area will increase traffic congestion on this roadway and without a grade separation traffic delays would increase exponentially with the current at-grade crossing. MTCo was hired by the City to look at different alternatives to grade separate this crossing.

MTCo prepared a technical report for the City in which several different alternatives were examined and analyzed to help the City define the project's scope and funding needs of the project. The report included a list of pros and cons for each alternative, preliminary layout, cost estimates and an overall recommendation for the next steps of the project.

Unique Challenges: With each alternative there were several challenges and requirements that needed to be met. Some of those challenges included utility relocation, conforming to existing intersections, identifying and then minimizing impacts to adjacent property owners, and relocating access to Harney Lane for several business and residential driveways.

Ham Lane/Harney Lane Intersection Signalization Project

Lodi

Client Reference: Wally Sandelin, Public Works Director - City of Lodi (209) 333-6709

June 2012 to Present

As part of the Harney Lane Specific Plan, this project will install a new traffic signal at the intersection of Ham Lane and Harney Lane, which is ranked as the highest priority on the City's Signal Priority List. As the civil subconsultant to Y&C Transportation Consultants MTCo is performing design of the traffic signal and lighting project. Under an aggressive schedule, the project will construct interim signal and lighting improvements, with subsequent signal improvements constructed as development occurs to the south of Harney Lane. The proposed interim improvements will provide an LOS of no less than LOS D through 2023.

SR 99/Harney Lane Interchange Interim Improvements

Lodi

Client Reference: Wally Sandelin, Public Works Director - City of Lodi (209) 333-6709

June 2009 - June 2011

Recent development south of Harney Lane in the Reynolds Ranch area, specifically the newly opened Costco, prompted interim improvements to the State Route 99/Harney Lane interchange. MTCo worked with the developer to design a Caltrans Encroachment Permit project to improve traffic operations at the interchange.

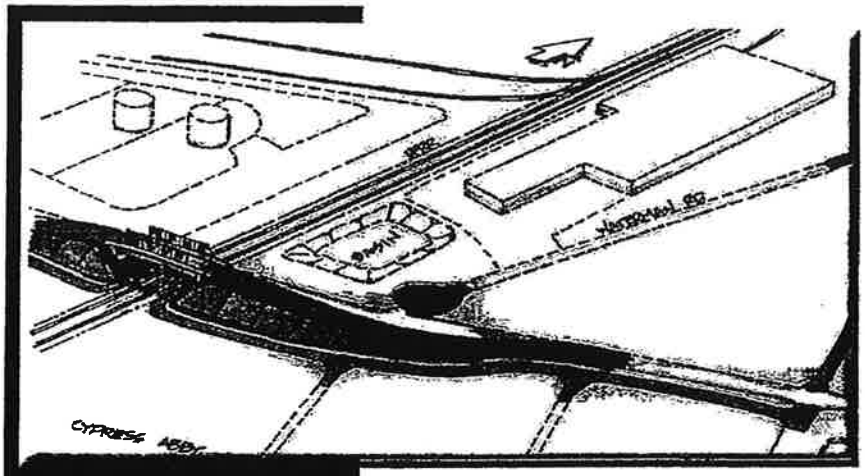
The existing intersection lane configurations did not have the capacity to handle the increased traffic without going below an acceptable Level of Service. MTCo designed new traffic signals and minor ramp widening within the construction dollar limit for a Caltrans Encroachment Permit.

Unique Challenges: The project included obtaining several design exceptions to Advisory and Mandatory Design Standards. Because this interchange is so old and due to the cemetery adjacent to the interchange the cost associated with making corrections up to state standards was prohibitive and required extensive coordination with Caltrans.

Grant Line Road/UPRR Overhead Grade Separation

Elk Grove

Client Reference: Gary Grunwald, Senior Project Manager - City of Elk Grove (916) 478-2236



Grant Line Road is a heavily travelled east-west connector road and a major truck route in the Elk Grove area that connects State Route 99 to Rancho Cordova. Past growth and development in the Elk Grove area fueled the increase in traffic on Grant Line Road and generated the need to grade separate the crossing with the Union Pacific Railroad (UPRR).

This project is planned for an eight lane facility in the General Plan but currently is being constructed to four lanes. The bridge as well as drainage components were all designed for a future widening.

PS&E: July 2010 - November 2011
Construction: April 2012

Multiple alignments and staging concepts were analyzed and all options required analysis of the future eight lane facility and future construction constraints. At this location two active tracks are present which requires special consideration to the bridge falsework design.

MTCo was selected by the City of Elk Grove to perform alternative analysis, preliminary engineering, environmental documentation and PS&E construction documents for the project. Additional services include extensive community and property owner outreach, survey and right of way services, including coordination with developers along the corridor.

Due to past experience and excellent working relationships with UPRR, all design submittals to UPRR received zero comments and were approved within three weeks of being submitted.

Unique Challenges: Numerous utility relocations are involved, including overhead transmission towers, high-pressure petroleum pipeline relocation, water transmission line construction, and sewer trunk line relocation.

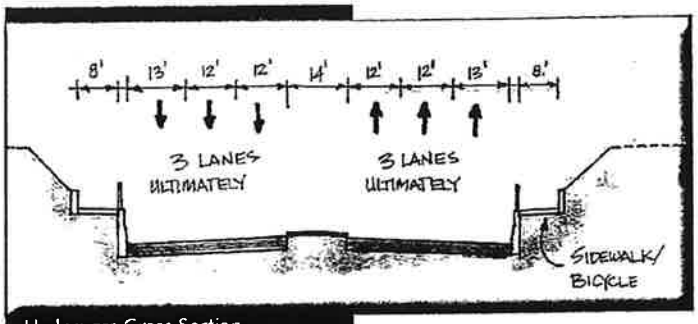
The project requires extensive agency coordination for utility relocation and to secure permits. Utility companies include Western Area Power Administration, Sacramento Municipal Utilities District, Kinder-Morgan, PG&E, Frontier, and Comcast. Other agencies involved in utility coordination include Sacramento Area Sewer District, Sacramento County DOT and Sacramento County Water Agency.

Due to the multiple utilities at this location MTCo put together a special construction schedule where utility relocation efforts were outlined. The timing of power-downs, cutovers, winter access and ability of the utility crews to perform the work were all coordinated with the respective companies and a detailed schedule was created to highlight when exactly the City's contractor would be able to begin work.

Stockton

Lower Sacramento Road/UPRR Underpass Grade Separation

Client Reference: James Wong, Associate Civil Engineer - City of Stockton (209) 937-8110



Underpass Cross Section

Lower Sacramento Road is a critical north-south urban and rural highway connecting the City of Stockton to the City of Galt. Past growth and development in the North Stockton area fueled the increase in traffic on Lower Sacramento Road and generated the need to grade separate the crossing with the Union Pacific Railroad (UPRR).

This project depresses Lower Sacramento Road below the UPRR tracks. At its lowest point, the new roadway will be approximately 25-feet beneath than the existing roadway and will conform to the existing roadway approximately 1,000-feet to the north and south of the current at-grade crossing. The new bridge for the UPRR track was designed to meet the current UPRR/BNSF design guidelines for grade separated crossings.

MTCo was selected by the City of Stockton to perform alternative analysis, preliminary engineering, environmental documentation and PS&E construction documents for the project. A large portion of the project funding came from the Highway-Railroad Crossing Safety Account (HRCSA) which required the project to have a construction contract awarded by July 2010. MTCo successfully accelerated the project delivery to meet this deadline and the project is currently under construction.

PA-ED: May 2006 - November 2007

PS&E: November 2007 - 2010

Construction: November 2010 - December 2012

Unique Challenges: To expedite the construction of the project, the City of Stockton decided to close Lower Sacramento Road during the construction of the underpass. MTCo assisted the city in determining appropriate Detour Routes, attending and speaking at public meetings, and coordinating with other agencies for the closure.

Bear Creek is the drainage outfall for the project and is also a regulated waterway and a stream listed as threatened in Section 303(d) of the Clean Water Act. Roadway drainage required treatment of runoff before entering the creek. With the help of Contech Construction Products, MTCo was able to incorporate several treatment units into the drainage systems that would treat the required amount of runoff associated with the new grade separation.

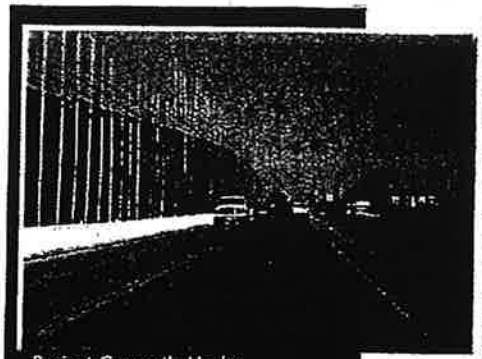
The railroad crossing at Lower Sacramento Road is located approximately 1,700-feet north of Bear Creek and 1,000-feet north of Grider Way. As part of the project, it was determined that the existing bridge over Bear Creek would eventually need to be replaced and upgraded to current standards for freeboard over the 200 year flood elevation. The profile for Lower Sacramento Road had to be designed to raise the elevation over the creek, maintain elevation at an existing street crossing in between, and achieve adequate clearance at the railroad tracks.

Both the railroad and roadway at the Lower Sacramento Road crossing are major utility corridors. Fiber-optic lines within the railroad corridor had to be directionally bored approximately 50-feet below grade to clear all of the roadway improvements. PG&E gas and electric distribution and transmission mains were relocated outside of the roadway prism to ensure that service could be maintained during construction. Through diligent coordination, all relocations were completed with minimal issues.

Eight Mile Road/UPRR (East) Overhead Grade Separation

Stockton

Client Reference: Eric Alvarez, Capital Improvements Project Manager - City of Stockton (209) 937-8228



Project Currently Under Construction

PA-ED - May 2006 - November 2007
PS&E - November 2007 - 2010
Construction - November 2010 - December 2012

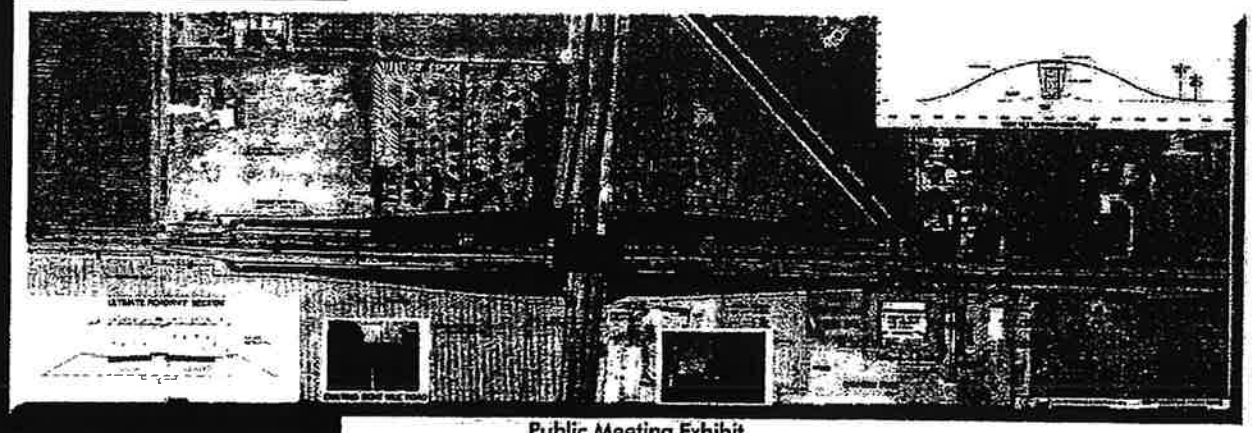
Similar to the previous project, Eight Mile Road has two at-grade rail crossings and both have been designed by MTCo to be grade separated. This project raises Eight Mile Road over the UPRR tracks between West Lane and Highway 99.

MTCo was selected by the City of Stockton to perform alternative analysis, preliminary engineering, environmental documentation and PS&E construction documents for the project. Again, a large portion of the project funding came from the Highway-Railroad Crossing Safety Account (HRCSA) which required the project to have a construction contract awarded by July 2010. MTCo successfully accelerated the project delivery to meet this deadline and the project is currently under construction.

Unique Challenges: Eight Mile Road is a critical truck haul route and the need to maintain one lane of traffic in both directions at all times made construction staging and traffic handling critical parts of the project. The close proximity two County roads, Pearson Road and Golfview Road, a Woodbridge Irrigation District canal running diagonally through the project, and an open an active industrial center also added to the complexity. The City decided the preferred alternative was to keep the centerline of Eight Mile Road where it is, build a temporary wall during construction, and split the construction of the structure into two stages.

The crossing of the Woodbridge Irrigation District canal required a new alignment and a new 130-foot long box culvert. To help generate embankment, this project also incorporated large retention basins (oversized for the design storms) and the Lodi/Stockton RV Park was purchased and closed.

The project was designed to avoid the Kinder Morgan petroleum line, but other utility conflicts for the project included PG&E gas lines and electric lines. Two billboards were also in conflict with the project and MTCo assisted the City with its condemnation efforts on CBS Outdoors.



Public Meeting Exhibit

Eight Mile Road/UPRR (West) Overhead Grade Separation

Stockton

Client Reference: Wes Johnson, Senior Civil Engineer - City of Stockton (209) 937-8088

Photo Simulation - Finished Project

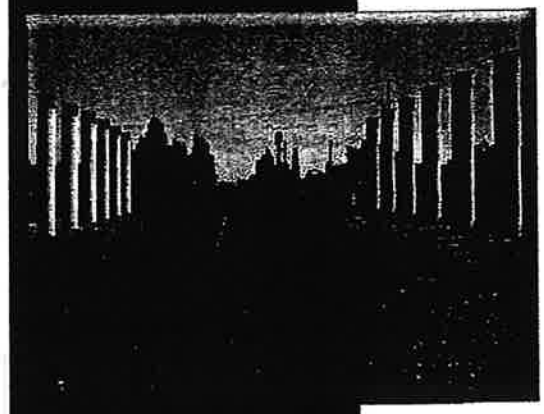
PA-ED - May 2006 - November 2007
PS&E - November 2007 - 2010
Construction - November 2010 - December 2012

Eight Mile Road is a critical east-west connector road and a major truck route in the North Stockton area that connects State Route 99 to Interstate 5. Past growth and development in the North Stockton area fueled the increase in traffic on Eight Mile Road and generated the need to grade separate the crossing with the Union Pacific Railroad (UPRR).

This project raises Eight Mile Road over the UPRR tracks between Davis Road and Lower Sacramento Road. At its highest point, the new roadway will be approximately 28-feet higher than the existing roadway and will conform to the existing roadway approximately 1,300-feet to the east and west of the current at-grade crossing. The new bridge over the UPRR track was designed to meet the current UPRR/BNSF design guidelines for grade separated crossings.

MTCo was selected by the City of Stockton to perform alternative analysis, preliminary engineering, environmental documentation and PS&E construction documents for the project. A large portion of the project funding came from the Highway-Railroad Crossing Safety Account (HRCSA) which required the project to have a construction contract awarded by July 2010. MTCo successfully accelerated the project delivery to meet this deadline and the project is currently under construction.

Unique Challenges: Eight Mile Road is a critical truck haul route and the need to maintain one lane of traffic in both directions at all times made construction staging and traffic handling critical parts of the project. The close proximity of Pixley Slough on the south side of the project also added to the complexity. The City decided the preferred alignment alternative was to shift the roadway alignment north and acquire more right of way to accommodate the shift. This allowed the entire structure to be built in the first stage of the project while keeping the existing roadway open to traffic.

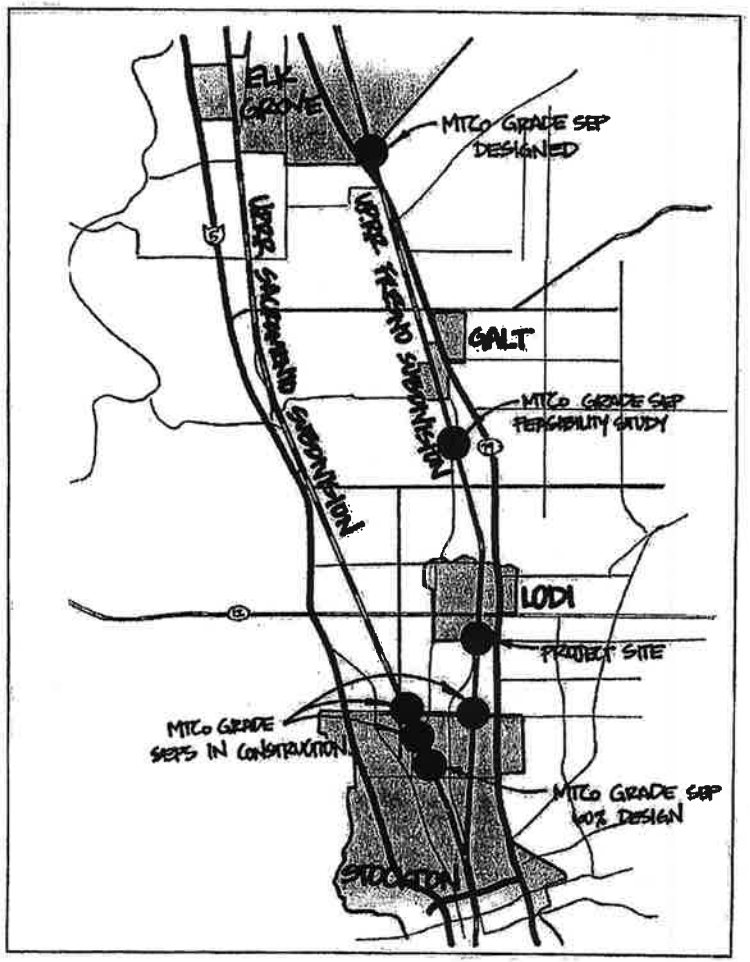


Project Under Construction

Pixley Slough is a regulated waterway and a stream listed as threatened in Section 303(d) of the Clean Water Act. Roadway drainage required treatment of runoff before entering the slough. With the help of Contech Construction Products, MTCo was able to incorporate several treatment units into the drainage systems that would treat the required amount of runoff associated with the new grade separation.

This project also had major utility conflicts, including a 24-inch transmission gas line owned by PG&E. The cost of relocation of this gas line was over $2 million dollars. MTCo worked successfully with PG&E and the City to incorporate the cost and schedule of relocation into the construction contract.

As shown in the figure below, MTCo has unmatched experience with grade separations in this region. The following pages will give a brief overview of our experience and the unique challenges we have faced with each project.

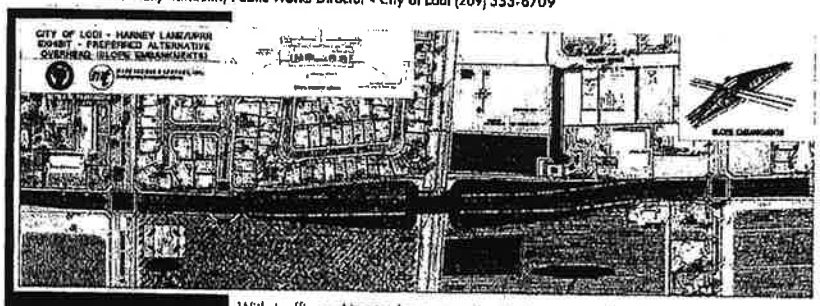


CURRENT AND PAST WORK ON SIMILAR PROJECTS

MARK THOMAS & COMPANY, INC.

Harney Lane/UPRR Grade Separation PA-ED — Lodi

Client Reference: Wally Sandelin, Public Works Director - City of Lodi (209) 333-6709



October 2011 to Present

With traffic on Harney Lane expecting to increase as the City continues to grow, the existing Harney Lane/UPRR crossing is anticipated to cause significant traffic congestion on Harney Lane, the surrounding intersections, and the State Route 99/Harney Lane Interchange.

Adopted by the City Council as the highest priority grade separation in the City, a grade separation at the crossing will eliminate train blocking/delay times for vehicles, reduce vehicle emissions, provide needed infrastructure for a future regional rail corridor, and improve emergency vehicle and pedestrian/bicycle access on this increasingly important east-west corridor. There are currently 680 total minutes of train-related vehicle delays per day at this location, a figure that is projected to increase to 810 minutes by 2016.

In October 2011, the City retained MTCo to prepare preliminary design, environmental review, right of way services, utility coordination and plans and specifications for this project.

The grade separation will be constructed utilizing federal funding. As a result, environmental review took place in accordance with the Caltrans Local Assistance Procedures Manual (LAPM) and was subject to both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Under CEQA, the grade separation project qualified for a Statutory Exemption (SE) under CEQA Guidelines Section 15282(g) and Public Resources Code 21080.13. Under NEPA, the grade separation project qualified as a NEPA Categorical Exclusion (CE).

The MTCo Team prepared the environmental document including technical studies, utility conflict mapping, funding applications, and preliminary engineering work. Two types of project alternatives were considered—an underpass below the UPRR tracks and an overhead above the UPRR tracks.

ORGANIZATIONAL CHART

MARK THOMAS & COMPANY CORPORATE STRUCTURE

Under the leadership of President Mike Lohman, MTCo is organized geographically. Each office is led by one of our six principals and provides project management and design services for a distinct set of clients. Work is shared across the company (as needed) to meet peak staffing demands and occasional project lulls. The chart below outlines our corporate organizational structure and resources.

MIKE LOHMAN, PE
President/CEO

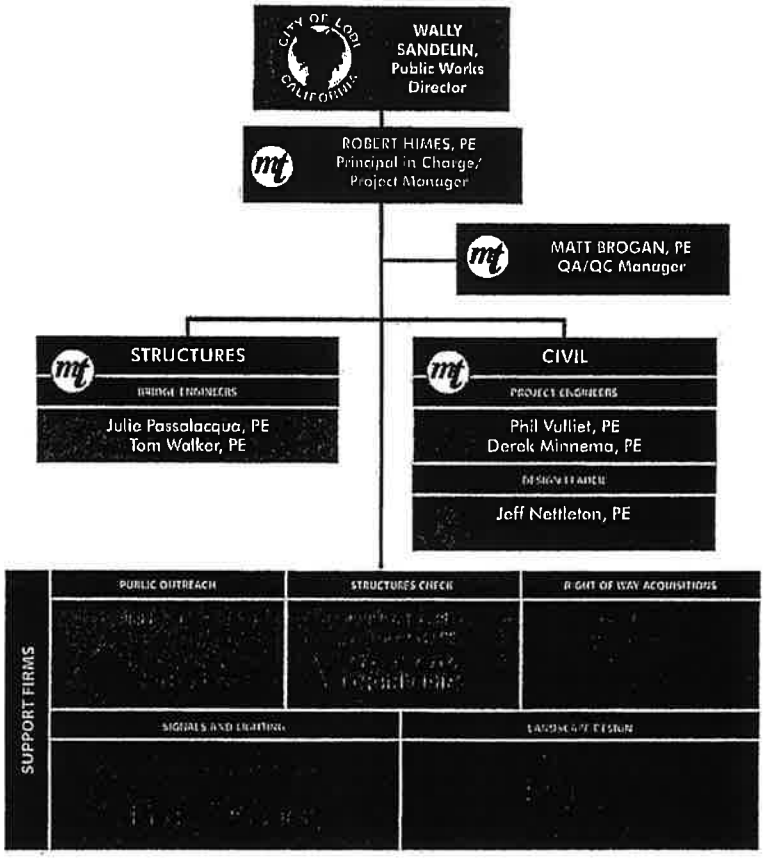
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Principal/ Manager	Rob Himes	Sasha Dansky	Richard Tanaka	Jimmy Sims	Brad Leveen	Ed Norlega	Leonard Sequeira	Richard Tanaka	Jimmy Sims
# of Licensed Professionals	25	15	24	7	2	3	13	2	2
Total # of Staff	48	20	53	8	4	12	21	11	2

FIRM SIZE AND YEAR	
179	2012
182	2011
162	2010
194	2009
218	2008

PROJECT TEAM ORGANIZATIONAL CHART

Our organizational chart depicts how MTCo will manage lines of communication between our core team and the supporting subconsultants. As you can see, our principal in charge/project manager, Rob Himes, will be your primary day-to-day contact, and will directly manage the design team. In addition to the civil and structural elements performed by our in-house team, Rob will be supported by experts from our team in the areas of public outreach (JBC), structures independent check (Apex), right of way (Interwest), traffic signals and lighting (Fehr & Peers), and landscape design (Pennino).

Together, these key team members will control and manage the flow of project information throughout the course of the project. This approach will facilitate efficient communication throughout the project. Qualifications of our key staff are provided in the "Proposed Staff" section of this proposal.



TEAM INTRODUCTION

SUBCONSULTANTS

MTCo has assembled a highly-qualified and dedicated team with extensive experience delivering projects in the Lodi region. We have selected our team based upon our previous working relationships and track record of success with similar local projects – **Judith Buethe Communications, Interwest Consulting Group, and Fehr & Peers Transportation Consultants** have already provided services as part of the earlier phases of this project. Because we are deeply dedicated to seeing this project through to completion, each firm has committed their most qualified and experienced personnel for the duration of this project.

FIRM/OFFICE LOCATION	PROFILE AND QUALIFICATIONS
445 Weber Avenue, Suite 221 Stockton, CA 95201 **DBE**	PUBLIC OUTREACH – **Judith Buethe Communications (JBC)**, a sole proprietorship established in 1989, specializes in consensus-building and public participation programs in Central California. JBC has organized and implemented outreach programs for more than 300 infrastructure projects at every stage from feasibility study through construction. JBC has been actively involved in outreach activities for the Harney Lane/UPRR Grade Separation, and the program has been successful in satisfying the public's need for information, providing opportunities for meaningful involvement, and nurturing the sense of community partnership. JBC is a certified DBE/UDBE/SWBE.
APEX CIVIL ENGINEERING 9668 Snowberry Way Orangevale, CA 95662 **DBE**	STRUCTURES INDEPENDENT CHECK – **APEX Civil Engineering** is a small engineering firm founded in 2003 providing design services to consultants, public agencies, builders and architects for the design of new transportation-related structures and structural assessments of existing structures. Apex is a certified DBE and WBE.
INTERWEST CONSULTING GROUP 9300 W. Stockton Blvd., Suite 105 Elk Grove, CA 95758	RIGHT OF WAY ACQUISITION – **Interwest Consulting Group, Inc.** specializes in municipal real estate consultation and related services for public agencies throughout California. Interwest's Real Estate team provides right of way services including project management, acquisition, appraisal, appraisal review, relocation assistance, escrow and title coordination, and condemnation support.
FEHR & PEERS 2990 Lava Ridge Court, Suite 200 Roseville, CA 95661	SIGNALS AND LIGHTING – **Fehr & Peers Transportation Consultants** specializes in providing transportation planning and traffic engineering services to public and private sector clients. They emphasize the development of creative, cost-effective, and results-oriented solutions to planning and design problems associated with all modes of transportation.
PDG PENNINO DESIGN GROUP LANDSCAPE ARCHITECTURE 1450 Springhaven Way Lodi, CA 95242 **DBE**	LANDSCAPE DESIGN – **Pennino Design Group** is an independently owned and operated Landscape Architecture firm located in Lodi. PDG provides master planning, construction documents, hardscape design, landscape design, irrigation system design, construction detailing, and landscape structure conceptualization & detailing. They have performed this work for a variety of transportation, transit, and development projects in Lodi and Stockton. Pennino is a certified DBE and WBE firm.

TEAM INTRODUCTION

Mark Thomas & Company, Inc. (MTCo) is a leading engineering firm deeply rooted in Northern California. Since our company's founding in 1927, we have provided consulting engineering services for transportation, structural and municipal engineering projects, as well as right of way engineering, surveying and mapping, and engineering management services for a wide range of private and public sector clients. Today, our company serves clients throughout the state from a network of nine offices staffed with more than 180 professional, technical and support personnel.

MTCo has maintained stability through the years because of our reputation for providing quality services with an experienced engineering staff. This has enabled us to maintain a list of repeat clientele who provide the company with 80% of our workload and has given the firm a level of stability upon which our clients can rely with confidence.

MTCO AT A GLANCE

- **85 Years in Business**
- **180 Employees Firm-Wide**
- **9 California Office Locations**

MTCo offers integral experience and credentials to the City, including the following:

- **PROJECT STAFF AND DESIGN CONTINUITY** – MTCo has been actively involved in the Harney Lane/UPRR Grade Separation Project since 2010, having prepared the Feasibility Study, Section 190 Funding Application and Nomination Form, and the Harney Lane Specific Plan; as well as design for the Highway 99/Harney Lane Interchange Interim Improvements. As a result of our work and involvement in stakeholder and public outreach in the early development of the Project, MTCo has extensive knowledge of design standards and a strong trust-based working relationships with the City of Lodi, Lodi City Council, and the local community. This experience will go a long way toward achieving quick project start-up, agency sign-off and approval, and stakeholder/public consensus to deliver a desirable project design and an efficient construction phase. With this level of continuity, MTCo's project team is structured to deliver the project on the City's schedule without interruption or additional expense.

- **ADDITIONAL EXPERIENCE ALONG THE SAME UPRR CORRIDOR** – Within 20 miles of the Harney Lane/UPRR project site, MTCo has successfully delivered three grade separation projects through construction, and has taken another four through various stages of design and environmental clearance. Three of those seven grade separations are located on this same UPRR corridor. This includes the Eight Mile Road/UPRR Overhead in Stockton and the Grant Line Road/UPRR Overhead in Elk Grove.

  It is important to note that the same staff that delivered these projects is the same staff we are proposing to successfully deliver the final phases of the Harney Lane Grade separation. This unparalleled experience gives the MTCo Team an understanding of the specific UPRR issues and the solutions that will translate into cost savings for the City.

- **CONSISTENCY AMONGST PROJECT STAFF THROUGHOUT THE LIFE OF THE PROJECT** – This is particularly important at the management level and is critical in controlling project budgets, schedules, and quality. Many of our proposed staff are career-long MTCo employees, and the City of Lodi will benefit from working with the same group of professionals throughout the course of this project. Proposed principal in charge/project manager, Rob Himes, has been with MTCo for 26 years, and his investment as a firm principal and owner assure his full-term commitment to this project.

- **AVAILABILITY OF ALL TEAM MEMBERS TO ADDRESS KEY PROJECT ISSUES AS SOON AS POSSIBLE** – A high profile project such as the Harney Lane grade separation project requires that a project manager and staff be immediately available to address concerns as they come up. As a principal of the firm, Rob Himes will: 1) dedicate the staff listed in this proposal for the duration of the project; and 2) commit to reallocating firm resources to this project should the schedule need to be accelerated to meet program goals. This is a distinct advantage that we bring to the City and will provide for an efficient project delivery. The structure of the MTCo Team ensures this availability.

TABLE OF CONTENTS

COVER LETTER

ORGANIZATIONAL CHART

Team Introduction 1
Organizational Chart 3

EXPERIENCE OF FIRM AND REFERENCES

MTCo Experience 4
Subconsultant Experience 11
References 13

PROPOSED STAFF

Team Members Table 14
Resumes

PROJECT UNDERSTANDING 16

PROPOSED SCOPE OF WORK 22

PROPOSED PROJECT SCHEDULE 27

REQUIRED STATEMENTS 28

Non-Substitution
Conflict of Interest
Indemnification and Insurance Requirements
Non-Discrimination and DBE Requirements

REQUIRED FORMS

Exhibit 10-F	Certification of Consultant, Commissions & Fees
Exhibit 10-K	Certification of Financial Management System and Contract Costs
Exhibit 10-L	Consultant Certification of Final Indirect Costs
Exhibit 10-O1	Local Agency Consultant DBE Commitment (Consultant Contracts)
Exhibit 10-P	Nonlobbying Certification for Federal-Aid Contracts
Exhibit 10-Q	Disclosure of Lobbying Activities
Exhibit 12-E	Attachment E Debarment and Suspension Certification (PRIME AND SUBS)
Exhibit 12-G	Bidder's List of Subcontractors (DBE and Non-DBE) - Part I and Part II (PRIME AND SUBS)
Exhibit 15-H	UDBE Information - Good Faith Efforts

COSTS (UNDER SEPARATE COVER)

Cost Summary Spreadsheet

Exhibit 10-H	Sample Cost Proposal
Exhibit 10-O2	Local Agency Consultant DBE Information

Phone: 916.683.7111
Fax: 916.691.3173

Web: www.elkgrovecity.org

8401 Laguna Palms Way
Elk Grove, California 95758

CITY OF ELK GROVE

September 12, 2011

Mr. Wally Sandelin, Public Works Director
City of Lodi
221 West Pine Street
Lodi, CA 95241

SUBJECT: LETTER OF RECOMMENDATION FOR MARK THOMAS & COMPANY

Dear Mr. Sandelin,

It has come to my attention that you are looking for a consultant to assist you with the Harney Lane/Union Pacific Railroad (UPRR) grade separation project. I strongly recommend that you consider Mark Thomas & Company for this project.

Mark Thomas & Company is currently leading the Grant Line Road/UPRR Grade Separation project for the City of Elk Grove. Our project is on the same UPRR track line to the north of the Harney Lane crossing and will have many of the same project issues that Mark Thomas & Company has been able to efficiently resolve for the City. One key issue that Mark Thomas & Company resolved was working with UPRR to minimize the "operating corridor" to 100 feet instead of the 250 feet based on the UPRR right-of-way. This resulted in a much smaller structure and significant cost savings to the City.

Late in the design process, the City was able to completely acquire one of the key properties within the project limits. Mark Thomas & Company was flexible in working with the City to redesign the project to fully take advantage of this acquisition and as a result, reduced the project costs. Mark Thomas & Company has also assisted the City in preparing grant applications for the California Public Utilities Commission (CPUC) Section 190 Grant program.

Mark Thomas & Company provides the quality and high level of customer service that the City of Elk Grove expects from its consultants which has resulted in a very successful long term relationship. I would not hesitate for a minute in recommending them to lead your project. Please feel free to contact me at (916) 478-2236 or via email at ggrunwald@elkgrovecity.org if you have any questions about Mark Thomas & Company or our project.

Sincerely,

Gary Grunwald

Gary Grunwald, Senior Project Manager
City of Elk Grove Public Works Department

We feel that our team has performed very well on the current PA-ED phase. While the City Council initially wanted the road to pass under the railroad tracks, they ultimately approved the overhead crossing option, with a unanimous 5-0 decision. We have received favorable feedback from the Council members and residents, including:

"Impressed with the thoroughness of the evaluation" – Larry Hansen, Councilmember

"(MTCo's) presentation was very helpful, they did a good job" – Mr. Costa, property owner

"Clear, concise, well-run meeting" – nearby resident

We would love to continue to be "the face" of the project as we continue to meet with the public and the City Council and to work hard for the City to make this a very successful project we can all be proud of.

To that end, we are proposing the same team members working on the PA-ED phase of this project. I, **Robert Himes**, will lead the team as Principal in Charge/Project Manager, and will be closely supported by **Phil Vulliet** as Project Engineer and **Jeff Nettleton** as Design Leader. This team has worked together to successfully deliver a number of grade separation projects in the last five years for the cities of Stockton and Elk Grove.

Work described in this proposal will be managed and administered from our Sacramento office, and I will be the point of contact for the selection and contract process, at the address and phone number noted on the first page of this letter. I can be reached on my mobile at any time, at (916) 207-3813 or via email at rhimes@markthomas.com, if you have any questions or comments.

MTCo will perform the services and adhere to the requirements described in the City's RFP, and we acknowledge that all proposals may be considered public information. This proposal is firm for 180 days from the date of the receipt of the proposal.

Thank you for your time and consideration. We look forward to continuing work with you on this important project.

Sincerely,

MARK THOMAS & COMPANY, INC.

Robert A. Himes, PE
Principal/Vice President

Exhibit E

MARK THOMAS & COMPANY
Providing Engineering, Surveying & Planning Services

October 8, 2012

SA-11818

Mr. Wally Sandelin, Public Works Director
City of Lodi
Public Works Department
221 West Pine Street
Lodi, CA 95240

OFFICES
Cupertino
Fresno
Irvine
Pleasanton
Sacramento
Salinas
San Carlos
San Jose
Walnut Creek

RE: PROPOSAL FOR PROJECT MANAGEMENT, DESIGN AND ENGINEERING FOR THE HARNEY LANE /UPRR GRADE SEPARATION PROJECT

Dear Mr. Sandelin:

As you know, the City of Lodi has been working with the community to develop a scope for improvements on Harney Lane from Route 99 to the City limits. Minor improvements to the Harney Lane/SR 99 interchange have been constructed to accommodate traffic from the recently opened Costco and Home Depot, and the need for further improvements on Harney Lane to the west is imminent. The proposed railroad grade separation between South Hutchins Street and South Stockton Street is a critical element of these improvements, as it will reduce delays and improve the safety of vehicles, cyclists, and pedestrians at the Union Pacific Railroad (UPRR) crossing.

The MTCo team provides an intrinsic value that no other firm can offer – we have been working with the City on all of the planned Harney Lane improvement projects to date, which include:

- Harney Lane Specific Plan
- Harney Lane/Route 99 Interim Project Improvements
- Harney Lane/Ham intersection Improvements

Furthermore, our work on this Harney Lane/UPRR grade separation project includes:

- Grade Separation Feasibility Study
- Grade Separation Preliminary Design and Environmental Document

Also unique to the MTCo team is the amount of Grade Separation experience we have, especially along *this same UPRR track corridor*. MTCo recently delivered Plans, Specifications, and Estimates (PS&E) for other overhead separations as follows:

- Eight Mile Road/UPRR Overhead project in Stockton
- Grant Line Road/UPRR Overhead project in Elk Grove

This direct experience with projects on Harney Lane, on the same UPRR track corridor, combined with our current work on the PA-ED phase of the overcrossing, allows us "hit the ground running" and move forward with the project with no unnecessary delays or learning curves.

7300 Folsom Blvd., Suite 203 Sacramento, CA 95826
www.markthomas.com **Tel:** (916) 381-9100 **Fax:** (916) 381-9180

I-D

Alternative 1
Harney Lane / UPRR Overhead (Sloped Embankments)
Preliminary Project Cost Estimate

ROADWAY ITEMS:	QUANTITY	UNIT	UNIT COST	TOTAL
Temporary Water Pollution Control	1	LS	$100,000	$100,000
Roadway Excavation	4,180	CY	$20	$83,600
Import Borrow	115,200	CY	$15	$1,728,000
Asphalt Concrete	7,500	TON	$90	$675,000
Aggregate Base	13,300	CY	$55	$731,500
Drainage Systems	1	LS	$100,000	$100,000
Water Quality Treatment	1	LS	$100,000	$100,000
Minor Concrete (sw, curb & gutter)	650	CY	$350	$227,500
Minor Concrete (textured paving)	24,765	SF	$10	$247,650
Temporary MSE Walls	1	LS	$200,000	$200,000
Lighting	1	LS	$260,000	$260,000
Permanent Signing & Striping	1	LS	$50,000	$50,000
Traffic Control Systems	1	LS	$150,000	$150,000
Traffic Management Plan	1	LS	$30,000	$30,000
Temporary Pavement Delineation	1	LS	$16,500	$16,500
Misc Minor Items	10%			$470,000
		ROADWAY SUBTOTAL		$5,170,000
STRUCTURE ITEMS:	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL**
Overhead Structure	24,700	SF	$200	$4,940,000
		STRUCTURE SUBTOTAL		$4,940,000
RAILROAD ITEMS:	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL**
CPUC Design Approvals	1	LS	$5,000	$5,000
UPRR Design Approvals	1	LS	$20,000	$20,000
C&M Agreement With UPRR	1	LS	$10,000	$10,000
Existing At-Grade Crossing Removal	1	LS	$150,000	$150,000
		RAILROAD SUBTOTAL		$185,000
Mobilization	10%			$1,030,000
Contingencies	25%			$2,574,000
		TOTAL CONSTRUCTION		$13,899,000
RIGHT OF WAY:	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL**
Acquisition	188,000	SF	$10	$1,880,000
UPRR License Agreement	44,000	SF	$10	$440,000
Title/escrow/legal fees	1	LS	$230,000	$230,000
Environmental Mitigation	4	AC	$20,000	$80,000
		RIGHT OF WAY SUBTOTAL		$ 2,630,000
UTILITY RELOCATION:	**QUANTITY**	**UNIT**	**UNIT COST**	**TOTAL**
Utility relocation (est)	1	LS	$350,000	$350,000
		CAPITAL COST SUBTOTAL		$16,879,000
Design (10%)				$1,390,000
Construction Management (10%)				$1,390,000
Construction Staking (1.5%)				$208,000
Environmental Document (3%)				$417,000
Cost Share Credit (UPRR)				($600,000)
		GRAND TOTAL		$19,884,000

Attachment 3

Federal Forms Required upon Execution of Agreements

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

_____

_____

_____

_____

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

_____

_____

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount ($)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

_____
_____
_____
_____

Names, addresses and phone numbers of firms selected for the work above:

_____
_____
_____
_____

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

_____
_____
_____
_____

Attachment 4

Overall Project Cost Estimate

Form CP-CEM 2403(F) (New 10/99)
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
CP-CEM-2403(F) (New. 10/99)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit.
Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/ DECERTIFICATION DATE Letter attached
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	
				$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE

Distribution Original copy -DLAE
Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: http://www.dot.ca.gov/hq/bep or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER	COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY		CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS				ESTIMATED CONTRACT AMOUNT $

ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS NON-DBE	CONTRACT PAYMENTS DBE	DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
				$	$		
ORIGINAL COMMITMENT $			TOTAL	$	$		

DBE

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts: Original - District Construction; Copy- Business Enterprise Program; Copy- Contractor; Copy Resident Engineer

Copy Distribution-Local Agency contracts: Original - District Local Assistance Engineer (submitted with the Report of Expenditure; Copy- District Local Assistance Engineer; Copy- Local Agency file

EXHIBIT 10-V NON-DISCRIMINATION CLAUSE

(To be included in Consultant Agreement/Contract)

NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EXHIBIT 10-E SAMPLE PAYMENT CLAUSES

COST-PLUS-FIXED FEE

The basis of payment for the services provided under this agreement shall be cost-plus-a-fixed fee.

1. The local agency shall reimburse the consultant for actual costs (including labor costs, employee benefits, overhead and other direct costs) incurred by the consultant in performance of the work, in an amount not to exceed $_____ exclusive of any fixed fee. Actual costs shall not exceed the estimated wage rates and other costs set forth in the consultant's proposal.
2. In addition to the costs referred to in paragraph 1 of this article, the local agency shall pay the consultant a fixed fee of $_____. Said fixed fee shall not be altered, unless there is a significant alteration in the scope, complexity, or character of the work to be performed which is documented as an amendment.
3. The Consultant shall be reimbursed for actual travel expenses incurred in the performance of this work, including the use of private vehicles at the rate of _____ cents per mile, while traveling away from consultant's headquarters, which is hereby designated as _____. In addition, consultant's personnel shall be reimbursed for per diem expenses at a rate not to exceed the currently authorized rates for state employees under State Department of Personnel Administration rules.
4. Total expenditures made under this agreement, including the fixed fee shall not exceed the sum of _____.

LUMP SUM

The basis of payment for the services provided under this agreement shall be lump sum.

1. Pursuant to satisfactory completion of this agreement, a lump sum payment of $_____,which includes all expenses incurred will be made to the consultant.
2. The above lump sum payment includes: salary, fringe benefits, overhead, profit, and all other expenses incurred by the consultant.

The **other** methods of payment are not addressed here and be viewed in Exhibit 10-R, "A&E Sample Contract Language."

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	7/27/2015
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	307		56402	Other Federal Grants	$ 500,000.00
B. USE OF FINANCING	307	30799000	77020	Capital Projects	$ 500,000.00

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.

Amendment No. 2 with Mark Thomas & Company for the Harney Lane Grade Separation project. Amendment No. 2 covers project bidding assistance, Right of Way, funding/reimbursement assistance, NEPA , design support during construction. Funds appropriated in excess of the contract amount are for City staff time spent on the project.

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

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

Department Head Signature: Shelly Sandelin

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 AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH MARK THOMAS & COMPANY, INC., OF SACRAMENTO, FOR THE HARNEY LANE GRADE SEPARATION PROJECT AND FURTHER APPROPRIATING FUNDS

==========

WHEREAS, on October 5, 2011, City Council approved the Professional Services Agreement with Mark Thomas & Company, Inc., of Sacramento, for the design of the Harney Lane Grade Separation Project; and

WHEREAS, on June 3, 2015, City Council approved Amendment No. 1, adding funding assistance and utility coordination services to the Scope of Work, at a cost not to exceed $45,000; and

WHEREAS, the design work has been completed and the project is moving to the next phases of work; and

WHEREAS, staff recommends that the City Council approve Amendment No. 2 to the Professional Services Agreement, adding bidding assistance, right-of-way certification and utility coordination, project funding and reimbursement, National Environmental Protection Agency clearance, design support during construction, and extension of the term to June 30, 2018, at a cost not to exceed $398,343.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 2 to the Professional Services Agreement with Mark Thomas & Company, Inc., of Sacramento, California, for the Harney Lane Grade Separation Project in the amount not to exceed $398,343; and

BE IT FURTHER RESOLVED that funds in the amount of $500,000 be appropriated from the Regional State Transportation Program (307) for this project, with the additional funds above the cost of Amendment No. 2 appropriated to cover staff time to administer the project.

Dated: August 19, 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 August 19, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-12

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Task Order No. 8 of the Master Professional Services Agreement with RMC Water and Environment, of Walnut Creek, for 2015 Urban Water Management Plan ($68,000) and Appropriating Funds ($68,000)

MEETING DATE: August 19, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Task Order No. 8 of the Master Professional Services Agreement with RMC Water and Environment, of Walnut Creek, for 2015 Urban Water Management Plan in the amount of $68,000 and appropriating funds in the amount of $68,000.

BACKGROUND INFORMATION: State law requires the Urban Water Management Plan (UWMP) be updated by all water suppliers every five years. The City Council adopted the current UWMP on August 3, 2011. In November 2009, the State enacted Senate Bill (SB) x7-7 which requires water suppliers to increase efficiency and water conservation. Additionally, the State has added further reporting requirements through adoption of SB 1420 (report and quantify distribution system water loss) and SB 1036 (voluntary reporting and calculation of energy intensity of water system). At this time, the 2015 UWMP Guidebook with the methodologies for calculating these water-reduction targets has not yet been released. The expected release date is September 2015. The due date for the submittal of 2015 UWMP Update was extended to July 1, 2016 by Assembly Bill 2067.

Task Order No. 8 will utilize the expertise and experience of RMC Water and Environment to prepare the 2015 UWMP with the additional regulatory requirements. The UWMP will be presented to Council for public hearing in May 2016 with submittal to the State in June 2016, as presented in Attachment A. Staff recommends approval of Task Order No. 8 and the appropriation of $68,000.

FISCAL IMPACT: Maintaining a current UWMP, in accordance with State requirements, qualifies the City to be eligible for grant funding.

FUNDING AVAILABLE: Requested Appropriation: Water Production (56052003) $34,000
Water Distribution (56052004) $34,000

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by: Kathryn Garcia, Compliance Engineer
FWS/KMG/tb
Attachment
cc: Lance Roberts, Utility Superintendent

APPROVED: _____
Stephen Schwabauer, City Manager

Attachment A

July 22, 2015

Mr. Lance C. Roberts
Utility Superintendent
City of Lodi
Department of Public Works
221 W. Pine Street
Lodi, CA 95240

RE: Proposal for 2015 Urban Water Management Plan

Dear Mr. Roberts:

On behalf of RMC Water and Environment (RMC), we are pleased to provide the City of Lodi (City) with this proposal to prepare your 2015 Urban Water Management Plan (UWMP). Since we completed your 2010 UWMP, RMC has tracked ongoing legislative changes and proposed modifications to UWMP requirements. We are well versed in the particulars of the draft 2015 UWMP Guidebook and reporting requirements resulting from Senate Bill (SB) x7-7, SB 1420, SB 1036, and Assembly Bill (AB) 2067. The City's 2015 UWMP will build upon the 2010 UWMP and incorporate updated information about the City's water system and water use, supply diversification, and emerging regulations. This proposal includes our approach, scope of work, schedule, and fee estimate.

Our tailored approach to preparing your 2015 UWMP is built on three key benefits:

- ✓ ***Our successful track record for preparing DWR-compliant UWMPs***
- ✓ ***Our past experience with Lodi and extensive involvement in water management efforts throughout the Central Valley***
- ✓ ***Our ability to integrate planning documents in a consistent and comprehensive manner***

Approach

Our ultimate goal will be to prepare a comprehensive and defensible 2015 UWMP that meets the needs of the City and the California Department of Water Resources (DWR).

Objective: Creating a 2015 UWMP That Meets DWR Requirements

Significant changes in the cost and reliability of water supplies statewide, as well as local changes in water supply and increasing conservation requirements, have occurred since the City completed its 2010 UWMP. The 2015 UWMP will include updates to supply and demand forecasts, including Lodi's progress toward meeting SB x7-7 (20% by 2020) targets, current recycled water planning efforts, and other changes that have taken place as a result of the ongoing drought. With these critical

2175 North California Boulevard, Suite 315
Walnut Creek, CA 94596 • rmcwater.com

Complex Challenges | Innovative Solutions

pieces in place, our approach to supporting the 2015 UWMP will focus on ensuring that DWR's requirements for reporting will be met.

Although the compiled 2015 UWMP Guidebook is not expected to be released until later this month, DWR has been holding monthly listening sessions that present the general content and requirements for 2015 UWMPs. We have been closely tracking the listening sessions and evolution of the draft 2015 Guidebook chapters. Each water supplier will need to report progress made toward meeting its 2015 gallons per capita per day (GPCD) interim targets established in the 2010 UWMPs, and also indicate how the 2020 GPCD targets will be met. Given the City's conservation efforts to date and the installation of water meters, we anticipate (and will confirm) that the 2015 GPCD targets have already been met and that the 2020 GPCD targets will be achieved with additional conservation and water recycling. RMC will work with the City to confirm the best methodology for both calculating and reporting progress toward meeting the GPCD targets and ensuring that future planning efforts will allow Lodi to maintain compliance.

The 2015 UWMP will describe the City's existing wastewater system and recycled water system as part of the supply forecast, along with water quality issues associated with surface water and groundwater supplies. These issues will need to be addressed in the UWMP, particularly as it relates to the City's ability to meet multi-dry year scenarios when groundwater pumping is anticipated to increase. Our in-depth understanding of regional water management activities will enable us to articulate the City's contribution to regional water supply solutions and projects.

RMC is at the forefront of water demand and water supply planning, including water recycling efforts throughout California. Our knowledge of long-term planning for water systems, along with our understanding of DWR's UWMP requirements, will ensure that the City's 2015 UWMP is compliant with applicable regulations and able to provide the City of Lodi with the tools it needs to ensure compliance is maintained in the future.

For a 2015 UWMP that meets DWR requirements, RMC proposes the following approach:

- *Update the 2010 UWMP to comply with requirements of the UWMP Act, as amended.*
- *Conform to the DWR 2015 Guidebook and complete and submit the standardized digital forms as developed by DWR.*
- *Update the demand analysis for the City's service area, including distribution system water losses and water savings from plumbing codes.*
- *Update the supply analysis for the City's service area, including recycled water planning.*
- *Comply with SBx7-7 and AB2067 by updating the per capita water use baseline, urban water use targets, and DMMs to achieve the targets.*
- *Include energy intensity calculations per SB1036, as developed by DWR methodology.*
- *Complete the Administrative Draft UWMP in early 2016 so that it can be adopted and submitted to DWR prior to July 1, 2016.*

Complex Challenges | Innovative Solutions

Proposed Scope of Work

RMC will work with City staff to develop a 2015 UWMP that meets all requirements established in DWR's 2015 UWMP Guidebook. Based on the anticipated requirements, RMC proposes the scope of work outlined below. Once the 2015 Guidebook has been released, RMC and City staff may need to revisit this scope and fee estimate for items that are new to the 2015 approval cycle and/or are not anticipated to date. A proposed schedule follows the scope of work.

Task 1: Data Collection and Review

RMC will collect and review planning documents, recent studies and pertinent data developed since the completion of the 2010 UWMP to clarify the work completed to date and identify remaining work and data needs. Following the 2015 UWMP Guidebook release (anticipated July of 2015), RMC will prepare a table of additional data needs. RMC will provide the table of data needs to City staff, as well as guidance on collecting and/or developing any data that is not readily available.

RMC will provide City staff with a detailed outline for the 2015 UWMP with all required chapters, tables, and sections clearly outlined. This detailed outline will be used by City staff and RMC when developing the 2015 UWMP document to ensure that all required analysis is included.

Task 1 Deliverables:

- Data needs table (electronic)
- 2015 UWMP outline (electronic)

Task 2: Demand Analysis

RMC will prepare the System Description, System Demands, and Baselines and Targets portions of the 2015 UWMP. RMC will update the City's system description as presented in its 2010 Urban Water Management Plan in terms of its current and projected population, climate, housing density, development, income levels, and any other parameters required to meet the UWMP guideline. RMC will review and refine existing population projections using a combination of planned future land use and growth rates as determined by the California Department of Finance and the City, along with available water meter and billing data.

SB x7-7 requires an evaluation of baseline per capita water use and interim and 2020 urban per capita water use targets in accordance with specified requirements. RMC will confirm (and update, if needed) the City's baseline per capita water use in gallons per capita per day (GPCD) and demand projections for a 25-year timeframe (2015 through 2040) based on the refined population values. RMC will update the urban water supply use targets in GPCD based on the baseline identified above, as well as develop narrative explaining the City's compliance with the 2015 interim target. Past, current, and projected water demands will be developed for residential, commercial, industrial, institutional/governmental, landscape/recreation, agricultural, and unaccounted water losses in 5-year increments.

Complex Challenges | Innovative Solutions

To ensure a complete demand forecast, RMC will quantify demands from both permanent and transient (e.g. seasonal worker) populations, distribution system water loss, and water savings from municipal codes and standards. All calculations shall be in compliance with DWR's UWMP Advisory Committee recommendations on quantifying demands.

RMC's demand analysis will consider the substantial water use reductions that have taken place as a result of the recent drought, and will also include projections for additional conservation that is anticipated as the City continues to implement water conservation programs necessary to meet its 20% water conservation mandate.

RMC will prepare a summary describing current and future water demands and provide it to City for review. Based on the City's comments, RMC will finalize the document for later use in analyzing future water gaps and ultimately in developing the relative chapter in the 2015 UWMP.

Task 2 Deliverables:

- Draft and final Demand Analysis (electronic)

Task 3: Water Supply Analysis

Subtask 3.1: Water Supply Analysis

RMC will prepare the System Supplies and Water Supply Reliability portions of the 2015 UWMP. RMC will use the most recent descriptions and analyses conducted in recent planning efforts to update those sections as written in the 2010 UWMP. It is assumed that any missing analyses that would create changes in supply estimates relative to implementing these plans would need to be provided by the City. Additionally, RMC will work with the City to identify any future supply options that the City may implement (i.e. expanded recycled water use), as well as any new options that could be recommended through this planning process (possible groundwater banking of treated supplies). RMC will also prepare a detailed description of the City's existing wastewater system and planned recycled water/potable reuse systems as part of the supply forecast.

Working closely with the City, our team will determine which water years shall be used as the basis for estimating supply reliability for the normal, single dry, and multiple dry year scenarios. For each assessment, we will summarize the supply yields for existing and planned sources. RMC will conduct a water supply analysis and compare supply and demand for 25 years, including normal year, single dry year, and multiple dry year scenarios. All calculations shall be in compliance with DWR's UWMP Advisory Committee recommendations on quantifying supply. Factors that potentially limit water supplies will be discussed, such as hydrologic, legal, environmental, water quality or others.

RMC will summarize the results of the water supply analysis and provide a draft document to the City for review. RMC will prepare a final document based on the comments received from the City.

Subtask 3.2: Climate Change and Water-Energy

RMC will prepare a Climate Change and Water-Energy assessment in accordance with the 2015 UWMP Guidebook. DWR guidance will be used to quantify the impact of weather normalization on the City's supplies and calculate the energy intensity of the City's pumping, treatment, conveyance,

Complex Challenges | Innovative Solutions

storage, and distribution. These sections are a likely precursor to State grants and loans and are, therefore, valuable to have included in the 2015 UWMP. All calculations shall be in compliance with DWR's UWMP Advisory Committee recommendations.

RMC will prepare a summary of work completed in this subtask. The City will review the summary, provide comments to RMC, and RMC will finalize the document for later incorporation into the 2015 UWMP.

Task 3 Deliverables:

- Draft and final Water Supply Analysis (electronic)
- Draft and final Climate Change and Water-Energy Summary (electronic)

Task 4: Demand Management Measures

Subtask 4.1: Update and Incorporate Conservation Measures

RMC will update the description of Demand Management Measures (DMMs) that were included in the 2010 UWMP to reflect recent conservation efforts and revise the section to address the streamlined DMMs specified by AB 2067 (only seven DMMs). RMC will rely on City staff for specific data, such as the number of conservation rebates provided to the public or the number of water audits conducted each year.

RMC will prepare a summary of work completed in this subtask. The City will review the summary, provide comments to RMC, and RMC will finalize the document for later incorporation into the 2015 UWMP.

Subtask 4.2: Update SBx7-7 Baseline and Targets

In addition to implementing the DMMs and/or describing how the City will do so, the City must also be in compliance with the Water Conservation Act of 2009. The Act requires an evaluation of baseline per capita water use and identification of interim (2015) and 2020 urban per capita water use targets in accordance with specified requirements. These water use targets were developed and included in the City's 2010 UWMP. RMC will review both the baseline per capita water use and urban water supply use targets, updating as appropriate based on current conditions (concurrent with Tasks 2 and 3), based on the 2015 UWMP Guidebook.

RMC will prepare a summary of work completed in this subtask. The City will review the summary, provide comments to RMC, and RMC will finalize the document for later incorporation into the updated UWMP.

Task 4 Deliverables:

- Draft and final DMMs to achieve targets (electronic)
- Reporting of 2015 per capita water use with respect to interim targets

Task 5: Water Shortage Contingency Plan

RMC will work with City staff to update the Water Shortage Contingency Plan to reflect current programs and any changes the City plans to make based on current experience. To characterize the specific prohibitions, penalties, and consumption reduction actions, RMC will identify the actions

Complex Challenges | Innovative Solutions

that are being taken now and during the summer, to comply with the current mandatory conservation. Assessment of revenue impacts will be completed in early 2016, in collaboration with City staff, to allow time to collect and process information on the impacts and mitigation from the current mandatory restrictions.

RMC will prepare a summary of its findings and the modified Water Shortage Contingency Plan for the City to review. The City will review the summary, provide comments to RMC, and RMC will finalize the document for later incorporation into the 2015 UWMP.

Task 5 Deliverables:

- Draft and final Water Shortage Contingency Plan (electronic)

Task 6: Prepare and Submit 2015 UWMP

Subtask 6.1: Administrative Draft 2015 UWMP

Following the first round of City review of the deliverables from Tasks 1-5, RMC will incorporate comments and produce a complete Administrative Draft 2015 UWMP for City review. All requirements for a 2015 UWMP will be identified on DWR-approved checklists for City staff review. RMC will submit the Administrative Draft in PDF format for City staff review, along with the completed data tables required for submittal to DWR in EXCEL format. RMC assumes comments will be provided by the City within three weeks.

This task assumes one progress meeting with City staff to discuss and receive comments on the compiled Administrative Draft 2015 UWMP.

Subtask 6.2: Public Draft 2015 UWMP

Following City review of the Administrative Draft 2015 UWMP, RMC will incorporate comments and produce a complete Public Draft 2015 UWMP. RMC will submit to the City the Public Draft in PDF format for public and DWR review, along with the completed data tables required for submittal to DWR in EXCEL format (or online format, if required by DWR). RMC recommends that the public review period is at least 30 days, based on the 2010 UWMP process. RMC will also prepare and deliver a presentation to the Lodi City Council and the public on the contents of the 2015 UWMP, including a review of the DWR Guidebook and electronic forms.

Subtask 6.3: Final 2015 UWMP

Following public review of the Public Draft 2015 UWMP, RMC will incorporate comments and produce a Final 2015 UWMP. Upon completion, RMC will submit the Final Report in PDF format, MS Word format, and five (5) hard copies to the City and to DWR no later than July 1, 2016 (or as determined upon final UWMP Guidebook release). RMC will also submit the completed data tables required for submittal to DWR in EXCEL format (or online format, if required by DWR).

RMC will prepare and deliver a second presentation to the Lodi City Council during a public hearing to adopt the 2015 UWMP. After the Final UWMP is submitted to DWR and DWR reviews and comments on the Plan, RMC will assist the City with responding to comments received within the first year after plan submittal.

Complex Challenges | Innovative Solutions

Task 6 Deliverables:

- Administrative Draft 2015 UWMP and DWR forms (electronic)
- Agenda and minutes for progress meeting
- Public Draft 2015 UWMP and DWR forms (electronic)
- Presentation to City Council on Public Draft 2015 UWMP
- Final 2015 UWMP and DWR forms (electronic and 5 hard copies)
- Presentation to City Council on Final 2015 UWMP
- Responses to DWR comments, as necessary

Task 7: Project Management

A Kickoff meeting will be held to review the project schedule, work product, and data needs and establish lines of communications. Check-ins will be conducted via conference call and email on an as-needed basis, along with several progress meetings called out as milestones in the tasks above.

This task also includes ongoing communication and cooperation between RMC and City staff to ensure that the project is completed in a timely fashion and within the budget presented. RMC will coordinate with City staff, and DWR as necessary, and provide monthly progress monitoring, reporting, and invoicing. RMC has a Quality Assurance / Quality Control (QA/QC) program that will be used throughout the entire project to ensure quality work products are presented to the City and ultimately to DWR.

Task 7 Deliverables:

- Monthly progress reports and invoices
- Kick off meeting agenda and minutes

Proposed Fee Estimate and Schedule

RMC looks forward to working with the City of Lodi to develop a 2015 UWMP that meets all requirements established in DWR's 2015 UWMP Guidebook. The estimated level of effort and proposed schedule to complete the City's 2015 UWMP by July 1, 2016 is $59,000 on a time-and-materials basis; please see the attached detailed budget and schedule for more information. Assuming a contingency of approximately 15%, this estimated cost, not to exceed, is $68,000.

Again, we look forward to the opportunity to work with you on the 2015 UWMP. If you would like further information or have questions about our services and team members, please contact either Leslie at (925) 627-4113 or Glenn at (916) 999-8764.

Sincerely,

Leslie Dumas, P.E., D.WRE
Senior Water Resources Engineer
Project Manager

Glenn E. Hermanson, P.E.
Senior Civil Engineer
Principal-in-Charge

2175 North California Boulevard, Suite 315
Walnut Creek, CA 94596 • rmcwater.com

Complex Challenges | Innovative Solutions

Fee Estimate

City of Lodi
2015 Urban Water Management Plan

Tasks	Labor										ODCs		Total
	Glenn Hermanson	Leslie Dumas	Sarah Rhodes	Christy Nelson	Winola Cheong	Rosalyn Prickett	Graphics	Admin.	Total Hours	Total Labor Costs (1)	ODCs	Total ODCs (3)	Total Fee
	PIC	PM	PE	Staff Engineer	Conservation	QA/QC	Graphics and Support Team						
	$274	$244	$212	$162	$212	$234	$130	$100					
Task 1: Data Collection and Review													
Collect and Review Available Planning Documents and Data		4	8	16	0				28	$5,264		$0	$5,300
Subtotal Task 1:	0	4	8	16	0	0	0	0	28	$5,264	$0	$0	$5,300
Task 2: Demand Analysis													
Demand Analysis		4	8	24	2				38	$6,984		$0	$7,000
Subtotal Task 2:	0	4	8	24	2	0	0	0	38	$6,984	$0	$0	$7,000
Task 3: Water Supply Analysis													
3.1 Water Supply Analysis		2	8	24			2		36	$6,332		$0	$6,400
3.2 Climate Change and Water-Energy		2	2	8			2		14	$2,468		$0	$2,500
Subtotal Task 3:	0	4	10	32	0	0	4	0	50	$8,800	$0	$0	$8,900
Task 4: Demand Management Measures/GPCD Targets													
4.1 Update and Incorporate Conservation Measures		2			8				10	$2,184		$0	$2,200
4.2 Update SBx7-7 Baseline and Targets		2	4	16					22	$3,928		$0	$4,000
Subtotal Task 4:	0	4	4	16	8	0	0	0	32	$6,112	$0	$0	$6,200
Task 5: Water Shortage Contingency Plan													
Water Shortage Contingency Plan		2	4	12	2				20	$3,704		$0	$3,800
Subtotal Task 5:	0	2	4	12	2	0	0	0	20	$3,704	$0	$0	$3,800
Task 6: Plan Preparation and Submittal													
6.1 Administrative Draft 2015 UWMP	4	12	10	32		4	2	2	66	$12,724		$0	$12,800
6.2 Public Draft 2015 UWMP	4	8	4	12		2	1	1	32	$6,538	$100	$110	$6,700
6.3 Final 2015 UWMP	1	8		4		1		1	15	$3,208	$100	$110	$3,400
Subtotal Task 6:	9	28	14	48	0	7	3	4	113	$22,470	$200	$220	$22,900
Task 7: Project Management and Coordination													
Project Management and Coordination	2	8		8				4	22	$4,196	$250	$275	$4,500
Subtotal Task 7:	2	8	0	8	0	0	0	4	22	$4,196	$250	$275	$4,500
TOTAL	11	54	48	156	12	7	7	8	303	$57,530	$450	$495	$59,000
Contingency (15%)													$9,000
TOTAL with Contingency													$68,000

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.

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	8/3/2015
4. DEPARTMENT/DIVISION:	Public Works		

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	560		32205	Fund Balance	$ 68,000.00
B. USE OF FINANCING	560	56052003	72450	Water Production	$ 34,000.00
	560	56052004	72450	Water Distribution	$ 34,000.00

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.

Task Order with RMC Water and Environment to prepare the 2015 Urban Water Management Plan. FY 15/16 budget does not account for this task order in the Water operations budget.

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

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

Department Head Signature: Wally Sandelin

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
AUTHORIZING THE CITY MANAGER TO EXECUTE TASK
ORDER NO. 8 OF THE MASTER PROFESSIONAL
SERVICES AGREEMENT WITH RMC WATER AND
ENVIRONMENT, OF WALNUT CREEK, FOR THE 2015
URBAN WATER MANAGEMENT PLAN AND FURTHER
APPROPRIATING FUNDS

==========

WHEREAS, on August 3, 2011, City Council adopted the current Urban Water Management Plan; and

WHEREAS, State law requires the Urban Water Management Plan be updated by all water suppliers every five years; and

WHEREAS, Task Order No. 8 will utilize the expertise and experience of RMC Water and Environment to prepare the 2015 Urban Water Management Plan with additional regulatory requirements; and

WHEREAS, staff recommends approval of Task Order No. 8 and appropriation of funds in the amount of $68,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Task Order No. 8 to the Master Professional Services Agreement with RMC Water and Environment, of Walnut Creek, California, for the 2015 Urban Water Management Plan in the amount of $68,000; and

BE IT FURTHER RESOLVED that funds in the amount of $34,000 be appropriated from Water Production (56052003), and funds in the amount of $34,000 be appropriated from Water Distribution (56052004).

Dated: August 19, 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 August 19, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-13

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Second Phase Agreement for Renewable Energy Power Purchase Agreement with Northern California Power Agency

MEETING DATE: August 19, 2015

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a Second Phase Agreement for Renewable Energy Power Purchase Agreement with the Northern California Power Agency.

BACKGROUND INFORMATION: Renewables Portfolio Standard (RPS) requirements state that 20, 25, and 33 percent of the City's retail energy sales be supplied by renewable energy by the end of 2013, 2016 and 2020 respectively.

Existing generation resources, coupled with excess surplus and historic carryover from prior years, will enable the City to meet these current requirements. However, pending legislation will require utilities to procure renewable energy at an amount equal to 50 percent of its retail sales by 2030.

As such, Northern California Power Agency (NCPA) is assisting its members with identifying future needs and opportunities to meet current and anticipated compliance targets. In May 2015, NCPA issued a Request for Proposals for up to 40 megawatts of photovoltaic solar. Proposals were received from six respondents, including multiple facilities with terms ranging from 2 to 30 years and prices ranging from the high $40's to high $60's per megawatt-hour. Due to the confidential nature of the proposals and potential future negotiations, specific details cannot be provided at this time. NCPA staff and members reviewed the proposals and identified projects that would fit their future needs at a competitive price.

Lodi, Biggs, Gridley and BART are proposing to move forward and begin negotiations on two projects. As such, a Second Phase Agreement is needed to authorize NCPA to negotiate Power Purchase Agreements (PPAs) on members' behalf and to authorize expenditures associated with NCPA's efforts. The total cost associated with the Second Phase Agreement, attached as Exhibit A, shall not exceed $35,000, with Lodi's share at approximately 50 percent. The Second Phase Agreement will expire upon the successful negotiation of one or more PPAs, approval by each member's governing board, execution of a Third Phase Agreement to obligate members to the terms of the PPAs, and final execution of all PPAs. All activities are anticipated for completion by December 2015.

On July 15, 2015, the Risk Oversight Committee received a report on this agenda item and recommended City Council approval.

FISCAL IMPACT: Costs for the Second Phase Agreement shall not exceed $17,500.

APPROVED: _____

Stephen Schwabauer, City Manager

FUNDING AVAILABLE: Included in the FY2015/16 Budget Account No. 50060500.

_____
Jordan Ayers
Deputy City Manager/Internal Services Director

_____
Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Melissa Price-Cadek, Rates & Resources Manager

EAK/MPC/lst

EXHIBIT A

SECOND PHASE AGREEMENT

FOR

RENEWABLE ENERGY

POWER PURCHASE AGREEMENT

FOR

NCPA 2015 SOLAR PV PROJECT

TABLE OF CONTENTS

Section 1. Definitions....3
Section 2. Purpose....8
Section 3. Negotiation of Sale and Purchase of Product....8
Section 4. Billing and Payments....8
Section 5. Cooperation and Further Assurances....11
Section 6. Transfer of Rights by Participants....11
Section 7. Term and Termination....12
Section 8. Withdrawal of Participants....12
Section 9. Settlement of Disputes and Arbitration....13
Section 10. Miscellaneous....13
EXHIBIT A i

This SECOND PHASE AGREEMENT FOR RENEWABLE ENERGY ("this Agreement") is dated as of _____, 20__ by and among the Northern California Power Agency, a joint powers agency of the State of California ("NCPA"), and the signatories to this Agreement other than NCPA ("Participants"). NCPA and the Participants are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. NCPA has heretofore been duly established as a public agency pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California and, among other things, is authorized to acquire, construct, finance, and operate buildings, works, facilities and improvements for the generation and transmission of electric capacity and energy for resale.

B. Each of the Participants is a signatory to the Joint Powers Agreement which created NCPA and therefore is a Member.

C. Each of the Participants to this Agreement have executed the Amended and Restated Facilities Agreement which establishes the framework under which Project Agreements are created for the development, design, financing, construction, and operation of specific NCPA Projects.

D. The Participants desire NCPA to enter into a Renewable Energy Power Purchase Agreement ("Renewable PPA") with one or more respondents to the NCPA 2015

Request for Proposal for Renewable Energy Supply ("Seller"), to purchase electric capacity and energy produced by eligible renewable resources for the benefit of the Participants' customers.

E. Each Participant is authorized by its Constitutive Documents to obtain electric capacity and energy for its present or future requirements, through contracts with NCPA or otherwise.

F. To enable NCPA to enter into the Renewable PPA on behalf of the Participants, pursuant to the terms and conditions of the Amended and Restated Facilities Agreement, NCPA and the Participants wish to enter into this Agreement to provide all means necessary for NCPA to negotiate the Renewable PPA, and to enable and obligate the Participants to pay NCPA for all costs its incurs for undertaking the foregoing activities.

G. Upon full execution of this Agreement, NCPA will enter into negotiations with one or more respondents to the 2015 RFP for Renewable Energy on behalf of the Participants.

H. Contingent upon negotiating mutually acceptable terms and conditions with one or more RFP respondents, NCPA will present the proposed Renewable PPA to the NCPA Commission for review and approval. Contemporaneously, NCPA will seek final approval from Participants through a Third Phase Agreement for Renewable Energy that

would govern the rights and obligations of NCPA and Participants related to the sale and purchase of Products.

I. Each of the Parties intends to observe the provisions of this Agreement in good faith and shall cooperate with all other Parties in order to achieve the full benefits of joint action.

J. The Parties desire to equitably allocate costs of NCPA's provision of services under this Agreement among the Participants.

K. The Participants further desire, insofar as possible, to insulate other Members who are not Participants, from risks inherent in the services and transactions undertaken on behalf of the Participants pursuant to this Agreement.

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions.

1.1 Definitions. Whenever used in this Agreement (including the Recitals hereto), the following terms shall have the following respective meanings, provided, capitalized terms used in this Agreement (including the Recitals hereto) that are not defined in Section 1 of this Agreement shall have the meaning indicated in Section 1 of the Power Management and Administrative Services Agreement:

1.1.1 "Agreement" means this Second Phase Agreement for Renewable Energy including all Exhibits attached hereto.

1.1.2 "CAISO" means the California Independent System Operator Corporation, or its functional successor.

1.1.3 "CAISO Tariff" means the duly authorized tariff, rules, protocols and other requirements of the ISO, as amended from time to time.

1.1.4 "Capacity Attributes" means any and all current or future defined characteristics consistent with the operational limitations of the Project, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including Resource Adequacy Benefits, Flexible Capacity Benefits, and any tracking or accounting associated with the foregoing, intended to value any aspect of the capacity of the Project to produce Energy or ancillary services, attributed to or associated with the Project.

1.1.5 "Constitutive Documents" means, with respect to NCPA, the Joint Powers Agreement and any resolutions or bylaws adopted thereunder with respect to the governance of NCPA, and with respect to each Participant, the California Government Code and other statutory provisions applicable to such Participant, any applicable agreements, charters, contracts or other documents concerning the formation, operation or decision making of such Participant, including, if applicable, its City Charter, and any codes, ordinances, bylaws, and resolutions adopted by such Participant's governing body.

1.1.6 "Energy" means electric energy expressed in units of kWh or MWh.

1.1.7 "Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, as the case may be, and its displacement of conventional energy generation. Environmental Attributes include: (i) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (ii) any avoided emissions of carbon dioxide (CO2), methane (CH4) and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (iii) the reporting rights to these avoided emissions such as, but not limited to, a REC.

Environmental Attributes do not include: (i) any Energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project, and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by Seller or the owners of the site for the destruction of particular

pre-existing pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

1.1.8 "Flexible Capacity" has the meaning set forth in the CAISO Tariff.

1.1.9 "Flexible Capacity Benefits" means the rights and privileges attached to any generating resource that satisfy any entity's Flexible Capacity requirement.

1.1.10 "NCPA" has the meaning set forth in the recitals hereto.

1.1.11 "Participant" has the meaning set forth in the recitals of this Agreement.

1.1.12 "Power Management and Administrative Services Agreement" means the NCPA Power Management and Administrative Services Agreement, dated as of October 1, 2014 between NCPA and the Members who are signatories to that agreement by which NCPA provides Power Management and Administrative Services.

1.1.13 "Product" means Energy, Capacity Attributes and Environmental Attributes delivered to the Participants pursuant to the Renewable PPA.

1.1.14 "Project" or "Renewable PPA" means the Renewable Energy Power Purchase Agreement to be negotiated by NCPA and Seller, under which NCPA, on behalf of the Participants, purchases Product from newly constructed solar photovoltaic resources.

1.1.15 "Party" or "Parties" has the meaning set forth in the preamble hereto; provided that "Third Parties" are entities that are not Party to this Agreement.

1.1.16 "RPS" or "Renewable Portfolio Standard Program" means the State of California Renewable Portfolio Standard Program, as codified at California Public Utilities Code Section 399.11, *et seq.*

1.1.17 "Seller" has the meaning set forth in the recitals of this Agreement.

1.1.18 "Term" has the meaning set forth in Section 7.

1.2 Rules of Interpretation. As used in this Agreement (including the Recitals hereto), unless in any such case the context requires otherwise: The terms "herein," "hereto," "herewith" and "hereof" are references to this Agreement taken as a whole and not to any particular provision; the term "include," "includes" or "including" shall mean "including, for example and without limitation;" and references to a "Section," "subsection," "clause," "Appendix", "Schedule", or "Exhibit" shall mean a Section, subsection, clause, Appendix, Schedule or Exhibit of this Agreement, as the case may be. All references to a given agreement, instrument, tariff or other document, or law, regulation or ordinance shall be a reference to that agreement, instrument, tariff or other document, or law, regulation or ordinance as such now exists and as may be amended from time to time, or its successor. A reference to a "person" includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organization or

other entity, in each case whether or not having a separate legal personality and includes its successors and permitted assigns. A reference to a "day" shall mean a Calendar Day unless otherwise specified. The singular shall include the plural and the masculine shall include the feminine, and *vice versa*.

Section 2. Purpose.

The purpose of this Agreement is to: (i) set forth the terms and conditions under which NCPA shall negotiate the Renewable PPA on behalf of the Participants, (ii) authorize NCPA, acting on behalf of the Participants, to engage in all activities related to that basic purpose, and (iii) specify the rights and obligations of NCPA and the Participants with respect to the negotiation of the Renewable PPA.

Section 3. Negotiation of Sale and Purchase of Product.

By executing this Agreement, each Participant acknowledges and agrees to be bound by the terms and conditions of the Agreement. NCPA shall negotiation the terms and conditions of the Renewable PPA with one or more respondent to the 2015 Request for Proposals for Renewable Energy Supply, on behalf of the Participants. Participants agree to pay NCPA for any administrative costs, including legal fees, associated with the activities under this Agreement, which are estimated at a not-to-exceed amount of thirty-five thousand dollars ($35,000). NCPA shall allocate costs to Participants in proportion to such Participant's Project Participation Percentage.

Section 4. Billing and Payments

4.1 Participant Payment Obligations. Each Participant agrees to pay to NCPA each month its respective portion of the administrative costs associated with negotiation and implementation of the Renewable PPA, and all other costs for services provided in accordance with this Agreement and the Amended and Restated Facilities Agreement.

4.2 Invoices. NCPA will issue an invoice to each Participant for its share of administrative costs associated with negotiation and implementation of the Renewable PPA, and all other costs for services provided in accordance with this Agreement and the Amended and Restated Facilities Agreement. Such invoice may be either the All Resources Bill or separate special invoice, as determined by NCPA. At NCPA's discretion, invoices may be issued to Participants using electronic media or physical distribution.

4.3 Payment of Invoices. All invoices delivered by NCPA (including the All Resources Bill) are due and payable thirty (30) Calendar Days after the date thereof; provided, however, that any amount due on a day other than a Business Day may be paid on the following Business Day.

4.4 Late Payments. Any amount due and not paid by a Participant in accordance with Section 4.3 shall be considered late and bear interest computed on a daily basis until paid at the lesser of (i) the per annum prime rate (or reference rate) of the Bank of America NT&SA then in effect, plus two percent (2%) or (ii) the maximum rate permitted by law.

4.5 Billing Disputes. A Participant may dispute the accuracy of any invoice issued by NCPA under this Agreement by submitting a written dispute to NCPA, within thirty (30) Calendar Days of the date of such invoice; nonetheless the Participant shall pay the full amount billed when due. If a Participant does not timely question or dispute the accuracy of any invoice in writing, the invoice shall be deemed to be correct. Upon review of a submitted dispute, if an invoice is determined by NCPA to be incorrect, NCPA shall issue a corrected invoice and refund any amounts that may be due to the Participant. If NCPA and the Participant fail to agree on the accuracy of an invoice within thirty (30) Calendar Days after the Participant has disputed it, the General Manager shall promptly submit the dispute to the Commission for resolution. If the Commission and the Participant fail to agree on the accuracy of a disputed invoice within sixty (60) Calendar Days of its submission to the Commission, the dispute may then be resolved under the mediation and arbitration procedures set forth in Section 9 of this Agreement. Provided, however, that prior to resorting to either mediation or arbitration proceedings, the full amount of the disputed invoice must be paid.

4.6 Billing/Settlement Data and Examination of Books and Records.

4.6.1 Settlement Data. NCPA shall make billing and settlement data available to the Participants in the All Resources Bill, or other invoice, or upon request. NCPA may also, at its sole discretion, make billing and settlement support information available to Participants using electronic media (e.g. electronic data portal).

Procedures and formats for the provision of such electronic data submission may be established by the Commission from time to time. Without limiting the generality of the foregoing, NCPA may, in its reasonable discretion, require the Participants to execute a non-disclosure agreement prior to providing access to the NCPA electronic data portal.

4.6.2 Examination of Books and Records. Any Participant to this Agreement shall have the right to examine the books and records created and maintained by NCPA pursuant to this Agreement at any reasonable, mutually agreed upon time.

Section 5. Cooperation and Further Assurances.

Each of the Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by any other Party which are consistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement. The Parties agree to cooperate and act in good faith in connection with obtaining any credit support required in order to satisfy the requirements of this Agreement.

Section 6. Transfer of Rights by Participants.

6.1 A Participant has the right to make transfers, sales, assignments and exchanges (collectively "transfers(s)") of its Project Participation Percentage and rights

thereto. If a Participant desires to transfer a portion or its entire share of the Project for a specific time interval, or permanently, NCPA will, if requested by such Participant, use its best efforts to transfer that portion of the Participant's share of the Project.

6.2 Before NCPA may transfer an excess Project share pursuant to Section 6.1 to any person or entity other than a Participant, it shall give all Participants the right to purchase the share on the same terms and conditions. Before NCPA may transfer an excess Project share pursuant to section 6.1 to any person or entity other than a Member, it shall give all Members the right to purchase the share on the same terms and conditions. Such right shall be exercised within thirty (30) days of receipt of notice of said right.

No transfer shall relieve a Participant of any of its obligations under this Agreement except to the extent that NCPA receives payment of these obligations from a transferee.

Section 7. <u>Term and Termination.</u>

This Agreement shall become effective when it has been duly executed by all Participants, and delivered to and executed by NCPA (the "Effective Date"). NCPA shall notify all Participants in writing of the Effective Date. This Agreement shall commence on the Effective Date and shall continue until the Agreement terminates, which occurs either:

7.1 The negotiations of the Renewable PPA are terminated by NCPA or Seller; or

7.2 Upon the effective date of the Third Phase Agreement for Renewable Energy.

Section 8. <u>Withdrawal of Participants.</u>

No Participant may withdraw from this Agreement except as otherwise for provided herein.

Section 9. Settlement of Disputes and Arbitration.

The Parties agree to make best efforts to settle all disputes among themselves connected with this Agreement as a matter of normal business under this Agreement. The procedures set forth in Section 10 of the Power Management and Administrative Services Agreement shall apply to all disputes that cannot be settled by the Participants themselves; provided, that the provisions of Section 4.5 shall first apply to all disputes involving invoices prepared by NCPA.

Section 10. Miscellaneous.

10.1 Indemnification and Hold Harmless. Subject to the provisions of Section 10.4, each Participant agrees to indemnify, defend and hold harmless NCPA and its Members, including their respective governing boards, officials, officers, agents, and employees, from and against any and all claims, suits, losses, costs, damages, expenses and liability of any kind or nature, including reasonable attorneys' fees and the costs of litigation, including experts, to the extent caused by any acts, omissions, breach of contract, negligence (active or passive), gross negligence, recklessness, or willful misconduct of that Participant, its governing officials, officers, employees, subcontractors or agents, to the maximum extent permitted by law.

10.2 Several Liabilities. No Participant shall, in the first instance, be liable under this Agreement for the obligations of any other Participant or for the obligations of NCPA

incurred on behalf of other Participants. Each Participant shall be solely responsible and liable for performance of its obligations under this Agreement, except as otherwise provided for herein. The obligation of each Participant under this Agreement is, in the first instance, a several obligation and not a joint obligation with those of the other Participants.

Notwithstanding the foregoing, the Participants acknowledge that any debts or obligations incurred by NCPA under this Agreement on behalf of any of them shall be borne solely by such Participants, and not by non-Participant Members of NCPA, pursuant to Article IV, Section 3(b) of the Joint Powers Agreement.

10.3 No Consequential Damages. FOR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE HEREBY WAIVED. IF NO REMEDY OR MEASURE OF DAMAGE IS EXPRESSLY PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE HEREBY WAIVED. IN NO EVENT SHALL NCPA OR ANY PARTICIPANT OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS, REPRESENTATIVES, DIRECTORS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY LOST PROFITS, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT, PUNITIVE OR

INCIDENTAL LOSSES OR DAMAGES, INCLUDING LOSS OF USE, LOSS OF GOODWILL, LOST REVENUES, LOSS OF PROFIT OR LOSS OF CONTRACTS EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NCPA AND EACH PARTICIPANT EACH HEREBY WAIVES SUCH CLAIMS AND RELEASES EACH OTHER AND EACH OF SUCH PERSONS FROM ANY SUCH LIABILITY.

The Parties acknowledge that California Civil Code section 1542 provides that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." The Parties waive the provisions of section 1542, or other similar provisions of law, and intend that the waiver and release provided by this Section of this Agreement shall be fully enforceable despite its reference to future or unknown claims.

10.4 Waiver. No waiver of the performance by a Party of any obligation under this Agreement with respect to any default or any other matter arising in connection with this Agreement shall be effective unless given by the Commission. Any such waiver by the Commission in any particular instance shall not be deemed a waiver with respect to any subsequent performance, default or matter.

10.5 Amendments. Except where this Agreement specifically provides otherwise, this Agreement may be amended only by written instrument executed by the Parties with the same formality as this Agreement.

10.6 Assignment of Agreement.

10.6.1 Binding Upon Successors. This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties to this Agreement.

10.6.2 No Assignment. This Agreement, nor any interest herein, shall be transferred or assigned by a Party hereto except with the consent in writing of the other Parties hereto, where such consent shall not be unreasonably withheld.

10.7 Severability. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless the court holds that such provisions are not severable from all other provisions of this Agreement.

10.8 Governing Law. This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

10.9 Headings. All indices, titles, subject headings, section titles and similar items are provided for the purpose of convenience and are not intended to be inclusive, definitive, or affect the meaning of the contents of this Agreement or the scope thereof.

10.10 Notices. Any notice, demand or request required or authorized by this Agreement to be given to any Party shall be in writing, and shall either be personally delivered to a Participant's Commissioner or Alternate, and to the General Manager, or shall be transmitted to the Participant and the General Manager at the addresses shown on the signature pages hereof. The designation of such addresses may be changed at any time by written notice given to the General Manager who shall thereupon give written notice of such change to each Participant. All such notices shall be deemed delivered when personally delivered, two (2) Business Days after deposit in the United States mail first class postage prepaid, or on the first Business Day following delivery through electronic communication.

10.11 Warranty of Authority. Each Party represents and warrants that it has been duly authorized by all requisite approval and action to execute and deliver this Agreement and that this Agreement is a binding, legal, and valid agreement enforceable in accordance with its terms. Upon execution of this Agreement, each Participant shall deliver to NCPA a resolution of the governing body of such Participant evidencing approval of and authority to enter into this Agreement.

10.12 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all the signatories to all of the counterparts had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.

10.13 Venue. In the event that a Party brings any action under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Placer or in the United States District Court for the Eastern District of California.

10.14 Attorneys' Fees. If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, each Party shall bear its own fees and costs, including attorneys' fees, associated with the action.

10.15 Counsel Representation. Pursuant to the provisions of California Civil Code Section 1717 (a), each of the Parties were represented by counsel in the negotiation and execution of this Agreement and no one Party is the author of this Agreement or any of its subparts. Those terms of this Agreement which dictate the responsibility for bearing any attorney's fees incurred in arbitration, litigation or settlement in a manner inconsistent

with the provisions of Section 10.1 were intentionally so drafted by the Parties, and any ambiguities in this Agreement shall not be interpreted for or against a Party by reason of that Party being the author of the provision.

10.16 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties, by any third person or any Third Parties, to be for the benefit of any Third Party, nor shall any Third Party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by the Parties of any of the provisions of this Agreement.

10.17 IN WITNESS WHEREOF, NCPA and each Participant have, by the signature of its duly authorized representative shown below, executed and delivered a counterpart of this Agreement.

NORTHERN CALIFORNIA POWER AGENCY 651 Commerce Drive Roseville, CA 95678	CITY OF LODI 221 W. Pine Street P.O. Box 3006 Lodi, CA 95241-1910
_____	_____
By: Randy S. Howard Title: General Manager Date:_____	By: Stephen Schwabauer Title: City Manager Date:_____
Approved as to form:	Approved as to form:
_____	_____
By:_____ Its: General Counsel Date: _____	By: Janice D. Magdich Its: City Attorney Date:_____

SAN FRANCISCO BAY AREA RAPID TRANSIT DISTRICT
300 Lakeside Drive, 16th Floor
Oakland, CA 94612

_____
By:
Title:
Date: _____

Approved as to form:

_____
By: Marco Gomez
Its: Attorney
Date: _____

CITY OF BIGGS
465 "C" Street
Biggs, CA 95917

_____
By:
Title:
Date: _____

Approved as to form:

_____
By: Greg Einhorn
Its: City Attorney
Date: _____

CITY OF GRIDLEY
685 Kentucky Street
Gridley, CA 95948

_____
By:
Title:
Date: _____

Approved as to form:

_____
By:
Its: City Attorney
Date: _____

EXHIBIT A

LIST OF PARTICIPANTS

The following is a list of the Participants who are signatory to this Agreement, and their respective Project Participation Percentage share of the Project:

City of Biggs	0.3 MW or 1.49% Project Participation Percentage
City of Gridley	0.7 MW or 3.48% Project Participation Percentage
City of Lodi	9.2 MW or 45.26% Project Participation Percentage
San Francisco BART	10.1 MW or 49.76% Project Participation Percentage

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A SECOND PHASE AGREEMENT FOR RENEWABLE ENERGY POWER PURCHASE AGREEMENT WITH THE NORTHERN CALIFORNIA POWER AGENCY

==========

WHEREAS, the City of Lodi (Lodi) is a signatory to the Joint Powers Agreement which created the Northern California Power Agency (NCPA) and therefore is a Member; and

WHEREAS, Lodi and other Members have executed the Amended and Restated Facilities Agreement which establishes the framework under which Project Agreements are created for the development, design, financing, construction, and operation of specific NCPA Projects; and

WHEREAS, Lodi and other Members desire NCPA to enter into one or more Renewable Energy Power Purchase Agreements (PPAs) with one or more respondents to the NCPA 2015 Request for Proposal for Renewable Energy Supply; and

WHEREAS, to enable NCPA to enter into the PPAs on behalf of Lodi and other Members, a Second Phase Agreement is needed to provide all means necessary for NCPA to negotiate the PPAs, and to enable and obligate participating Members to pay NCPA for all costs it incurs for undertaking the foregoing activities; and

WHEREAS, the total not to exceed cost of the Second Phase Agreement is $35,000 for which Lodi's share will not exceed $17,500; and

WHEREAS, on July 15, 2015, the Risk Oversight Committee received a report on this agenda item and recommends City Council approval.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a Second Phase Agreement for Renewable Energy Power Purchase Agreement with the Northern California Power Agency.

Dated: August 19, 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 August 19, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-14

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: August 19, 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 became operational on April 6, 2015.

The construction work to repair Digester No. 1 is complete. Work to re-seed the digester and begin start up procedures is scheduled to begin August 17, 2015. The digester is expected to become operational by August 27, 2015.

The procurement and construction schedule reflecting project milestones is provided below. The work is complete as originally scheduled. This is the final update on the emergency condition at the WSWPCF regarding the repair of Digesters No. 1 and No. 2.

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/tb
cc: Associate Civil Engineer Nathan
Charlie Swimley, City Engineer / Deputy Public Works Director
Wastewater Plant Superintendent
Construction Project Manager

APPROVED: _____
Stephen Schwabauer, City Manager

AGENDA ITEM C-15

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Supporting Renewal of San Joaquin County Recycling Market Development Zone

MEETING DATE: August 19, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution supporting renewal of San Joaquin County Recycling Market Development Zone.

BACKGROUND INFORMATION: In 1995, San Joaquin County was designated as one of 40 Recycling Market Development Zones (RMDZ) in California. The zone includes San Joaquin County as the lead agency for the cities of Stockton, Tracy, Lodi, Manteca, Lathrop, Ripon and Escalon. The establishment of the RMDZ program provides incentives to stimulate development of post-consumer and secondary materials markets. The San Joaquin County RMDZ is dedicated to establishing, sustaining and expanding recycling-based manufacturing businesses, which is essential for market development, and to assist local jurisdictions in meeting the established landfill reduction and AB939 goals.

The San Joaquin County RMDZ designation will expire in December 2015 unless re-designated by the California Department of Resources Recycling and Recovery (CalRecycle). The renewal of the San Joaquin County RMDZ is necessary to facilitate local and regional planning, coordination, and support of existing recycling-based manufacturing businesses, as well as attract private sector recycling business investments to the region.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
FWS/RAY/tb

APPROVED: _____
Stephen Schwabauer, City Manager

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL SUPPORTING
RENEWAL OF THE SAN JOAQUIN COUNTY RECYCLING
MARKET DEVELOPMENT ZONE

==========

WHEREAS, the California Public Resources Code Section 42010 provides for the establishment of the Recycling Market Development Zone (RMDZ) program throughout the state to provide incentives to stimulate development of post-consumer and secondary materials markets for recyclables; and

WHEREAS, the San Joaquin County RMDZ includes Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, Tracy, and the San Joaquin County unincorporated area; and

WHEREAS, cities and counties must meet a 50 percent reduction in landfill waste disposal as mandated in the California Integrated Waste Management Act, with a state goal of 75 percent diversion by 2020; and

WHEREAS, the San Joaquin County RMDZ is dedicated to establishing, sustaining, and expanding recycling-based manufacturing businesses, which is essential for market development and to assist local jurisdictions in meeting the established landfill reduction goals; and

WHEREAS, the San Joaquin County RMDZ designation will expire in December 2015, unless re-designated by California Department of Resources Recycling and Recovery (CalRecycle); and

WHEREAS, the City of Lodi still desires existing and new recycling-based manufacturing businesses located within the region to be eligible for the technical and financial incentives associated with the RMDZ program; and

WHEREAS, the renewal of the San Joaquin County RMDZ is still necessary to facilitate local and regional planning, coordination, and support of existing recycling-based manufacturing businesses, as well as attract private sector recycling business investments to the region; and

WHEREAS, the current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets; and

WHEREAS, the California Legislature has defined environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies" [Government Code section 65040.12(e)], and has directed the California Environmental Protection Agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state [Public Resources Code section 71110(a)]; and

WHEREAS, CalRecycle has adopted a goal to continuously integrate environmental justice concerns into all of its programs and activities; and

WHEREAS, San Joaquin County has agreed to act as Lead Agency for the proposed redesignation; and

WHEREAS, San Joaquin County, in accordance with the California Environmental Quality Act (CEQA), has prepared, filed and adopted a Negative Declaration when the RMDZ was renewed in 2005 that found that the project would not present a significant impact on the environment; and

WHEREAS, San Joaquin County has prepared an addendum to provide updated information on CEQA issues listed in the 2005 Negative Declaration; and

WHEREAS, the City of Lodi has reviewed and considered the information in the addendum and the 2005 Negative Declaration adopted by San Joaquin County that finds that the zone renewal project will not have a significant impact on the environment.

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

1. Approve the submittal of a Recycling Market Development Zone renewal application to include the following jurisdictions: Escalon, Lathrop, Lodi, Manteca, Ripon, Stockton, Tracy, and the San Joaquin County unincorporated area; and

2. Agrees to administer the RMDZ program in a manner that seeks to ensure the fair treatment of people of all races, cultures and incomes, including but not limited to soliciting public participation in all communities within the RMDZ.

Dated: August 19, 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 August 19, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM C-16

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adoption of Resolution Calling Election to Amend the Special Tax Formula within Zone 1 of the City of Lodi Community Facilities District No. 2007-1 (Public Services)

MEETING DATE: August 19, 2015

PREPARED BY: City Manager

RECOMMENDED ACTION: Adoption of resolution calling election to amend the special tax formula within Zone 1 of the City of Lodi Community Facilities District No. 2007-1 (Public Services).

BACKGROUND INFORMATION: Council gave staff direction to negotiate a reduction of the special taxes and annual index rate for Community Facilities District No. 2007-1 at its regular meeting on April 15, 2015.

Council further directed staff to negotiate a waiver of the below described vested rights from the benefitted property owners to develop property under the current Impact Fee Program. On June 17, 2015, Council began the process of levying a reduced Special Tax by adopting a Resolution of Consideration.

As discussed on April 15, 2015, the City of Lodi created a Community Facilities District ("CFD") for service in 2007 as a condition of its most recent annexations of Reynolds Ranch, and the Westside and Southwest Gateway Annexations. CFDs for service are relatively new in municipal finance. However, unlike CFDs for infrastructure, CFDs for service fund things such as landscaping and lighting, police and fire services, parks service and other items traditionally funded by the General Fund. At the time, the special tax was set at $600 per year for single family homes and $175 for multi-family units. The special tax is subject to annual indexing of the greater of the Consumer Price Index or 5 percent. The index is applied July 1 of each year. As such, the special tax is currently set at $804 per year and will be $844 per year by the time the first house is occupied.

Although total inflation from 2007 to date totals 13 percent (Bureau of Labor Statistics), the minimum inflation factor set by the approved formula has been 40 percent. Although a 5 percent minimum may have been reasonable upon the adoption of the CFD, it is generally understood that the economy did not perform as expected in 2008. It is also worth noting that the portion of homeowner's property taxes received by the City are approximately $400 per year, less than half of what these new homes will pay in CFD special taxes alone. It should be noted that Rose Gate homes are expected to be priced around $400,000 resulting in about $650 in municipally-directed property taxes. In light of the significant difference between

---

APPROVED: _____
Stephen Schwabauer, City Manager

inflation and the minimum escalator, staff believes it is appropriate for the City to consider the developer's request to reduce the special tax and the index rate.

Any recognition of the economic disadvantages faced by these projects would be incomplete without addressing the City's current Impact Fee program discounts. As Council is aware, the developers of these projects filed vesting tentative maps that, if extended, could allow many of the currently vested units to develop at $5,940 per unit instead of the program calculated $23,195. Van Ruiten Ranch has 200 vested single-family units plus 88 unvested high-density units; Reynolds Ranch has 227 vested single-family units plus 330 unvested high-density units and Rose Gate has 232 vested single-family units.

As Council recalls, the discount program was initiated to spur development for a three-year period. However, the vesting map process could substantially increase that time frame. As such, staff considers it fair to allow units to develop at the discount for limited period to recognize the original intent of the program. Staff negotiated a reduction in CFD special taxes to $500 per single-family unit and $145.83 per multi-family unit and an index reduction to 2 percent per year. Such a change would track the property owners' concurrent Proposition 13-based property tax increase and also manage to exchange CFD special taxes for the developers' waiver of any rights to the 60-percent discount for units that do not pull a building permit (and complete construction within six months) within a brief negotiated time frame.

The negotiated agreement for Council approval would give Rose Gate three years and Van Ruiten and Reynolds Ranch four years to pull permits under the discounted rate. Thereafter they would develop at then-current rates. The projects are staggered to reflect their relative term to commencement of construction.

On June 17, 2015 the Council approved the Resolution of Consideration. This resolution initiated the process for the reduction of the above referenced special taxes and scheduled a public hearing which was held on August 5, 2015.

This resolution calls an election within CFD 2007-1 in an area designated as Zone 1. The election will be a landowner election and is scheduled for November 18, 2015. The following item is recommended as part of this staff report:

1. Adopt Resolution Calling Election to Amend the Special Tax Formula Within Zone 1 of the City of Lodi Community Facilities District No. 2007-1 (Public Services)

FISCAL IMPACT: Lost revenue of up to $304 per single family unit and $30.83 per multifamily unit offset by corresponding increases in impact fee revenues of undetermined amount depending on when units develop under the Development Agreements.

FUNDING AVAILABLE: Not applicable.

_____

Stephen Schwabauer
City Manager

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL
CALLING AN ELECTION TO AMEND THE SPECIAL TAX FORMULA
WITHIN ZONE 1 OF THE CITY OF LODI
COMMUNITY FACILITIES DISTRICT NO 2007-1 (PUBLIC SERVICES)

==========

WHEREAS, the City Council (the "City Council") of the City of Lodi (the "City") on June 17, 2015, duly adopted its Resolution 2015-89 (the "Resolution of Consideration") (i) declaring its intention to amend the special tax formula within a portion of its Community Facilities District 2007-1 (Public Services) (the "District") to reduce the special taxes within an area currently located within the District referred to herein as "Zone 1", pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and Chapter 3.32 of the City Municipal Code, and (ii) calling a public hearing on the question of an amendment to the special tax formula and reducing the special tax (the "Revised Special Tax") within Zone 1; and

WHEREAS, a copy of the Resolution of Consideration incorporating a description and map of the boundaries of Zone 1 stating the services to be provided and setting forth the proposed rate, method of apportionment, and manner of collection of the Revised Special Tax to be levied within Zone 1, in part to finance the cost of the services, is on file with the City Clerk and the provisions thereof, including the map of the boundaries of Zone 1, are fully incorporated herein and made a part hereof; and

WHEREAS, pursuant to the Act and the Resolution of Consideration, a noticed public hearing was convened by the City Council on August 5, 2015, at the hour of 7:00 p.m. at the regular meeting place of the City Council, Carnegie Forum, 305 West Pine Street, Lodi, California, relative to the amendment of the special tax formula and the levy of the Revised Special Tax within Zone 1 of the District; and

WHEREAS, at the hearing, the testimony of all interested persons, including all taxpayers, property owners, and registered voters within the District, desiring to be heard on the amendment of the special tax formula and the levy of the Revised Special Tax, or any other matters set forth in the Resolution of Consideration was heard and a full and fair hearing was conducted thereon; and

WHEREAS, written protests against the amendment of the special tax formula and the levy of the Revised Special Tax have not been filed either by 50 percent or more of the registered voters or six registered voters (whichever is more) residing within the territory of Zone 1 or by the owners of one-half or more of the area of the land within Zone 1 that is not exempt from the Revised Special Tax; and

WHEREAS, this City Council finds that there were not twelve or more registered voters who are landowners residing in Zone 1 for each of the ninety days preceding the close of the public hearing; therefore the owners of land in Zone 1 are the qualified electors for the purposes of this election; and

WHEREAS, on the basis of all of the foregoing, the City Council has determined that public convenience and necessity require it at this time to create Zone 1, and to submit to the qualified electors of Zone 1 the amendment of the special tax formula within Zone 1 (as such tax is more particularly described in Exhibit A) and the levy of the Revised Special Tax.

NOW, THEREFORE, BE IT RESOLVED, THAT THE LODI CITY COUNCIL HEREBY FINDS, DETERMINES, AND ORDERS AS FOLLOWS:

Section 1. Recitals. All of the above recitals are true and correct, and the City Council so finds and determines.

Section 2. Confirmation of Findings in Resolution of Consideration. The City Council reconfirms all of its findings and determinations as set forth in the Resolution of Consideration.

Section 3. No Protests Received. The City Council finds and determines that no written protests to amendment to the special tax formula or the Revised Special Tax were received. Thus, the establishment of Zone 1 and the Revised Special Tax proposed to be levied within Zone 1, as set forth in Exhibit A, have not been precluded by a majority protest pursuant to Government Code Section 53324.

Section 4. Finding of Procedural Regularity. The City Council finds and determines that all prior proceedings had and taken by the City Council with respect to the amendment of the special tax formula and the Revised Special Tax are valid and in conformity with the requirements of the Act.

Section 5. Establishment of Zone 1. The zone known and designated as "Zone 1 of the City of Lodi Community Facilities District 2007-1 (Public Services)" is hereby established under and pursuant to the terms and provisions of the Act.

Section 6. Boundaries of Zone 1. The boundaries of Zone 1 are set forth in a map on file with the City Clerk.

Section 7. Description of Services. A general description of the services is found in Exhibit B. The City Council finds and determines that the services proposed to be financed by the Revised Special Tax are authorized services under the Act and are necessary to meet increased demands placed upon the City as the result of development or rehabilitation occurring in Zone 1.

Section 8. Revised Special Tax. The City Council proposes that within Zone 1, except where funds are otherwise available, there will be levied annually the Revised Special Tax in the amount as set forth in Exhibit A which is to be included as a revision to the District's Rate and Method of Apportionment of Special Tax currently in effect within the District.

Section 9. Private Leaseholds in Public Property. Pursuant to Government Code Section 53340.1, the Revised Special Tax shall be levied against leasehold or possessory interests in property owned by a public agency, if such leasehold or possessory interest is held by a non-exempt person or entity.

Section 10. Tax Roll Preparation. The office with responsibility for preparing annually a current roll of special tax levy obligations by assessor parcel number and estimating future special tax levies pursuant to Government Code Section 53340.2 is the Deputy City Manager/Internal Services Director, 221 West Pine Street, Lodi, California, 95240, telephone 209-333-6700.

Section 11. Tax Lien. Upon recordation of an amendment to the notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code, a continuing lien to secure each levy of the Revised Special Tax shall attach to all non-exempt real property in Zone 1 and this lien shall continue in force and effect until the collection of said tax is terminated by the City Council.

Section 12. Election Order. Pursuant to Government Code Sections 53338 and 53326, the City Council hereby orders an election to be held within the boundaries of Zone 1 on

November 18, 2015, and submits to the qualified voters of Zone 1 the amendment to the special tax formula and the levy of the Revised Special Tax. As authorized by Government Code Section 53353.5, the questions of amending the special tax formula and levying the Revised Special Tax shall be combined into a single ballot measure, as follows, in substantially final form:

Ballot Measure:	Shall the City of Lodi Community Facilities District 2007-1 (Public Services) (the "District") be authorized to amend the special tax formula at the rate and apportioned, and levy the Revised Special Tax, all as described in Resolution 2015-89 adopted by the City Council on June 17, 2015, which is incorporated herein by reference, within the territory identified as Zone 1 as defined in the same Resolution?	YES: ___ NO: ___

Section 13. Vote Required for Approval. If two-thirds of the votes cast upon the question of amending the special tax formula and levying the Revised Special Tax are in favor of levying the Revised Special Tax, as determined by the City Council after reviewing the canvass of the returns of the combined special election, the City Council may amend the special tax formula and levy the Revised Special Tax within Zone 1 in the amount and for the purposes specified in this resolution.

Section 14. Submission of Ballot Proposition. The City Council hereby submits to the landowners within the territory located in Zone 1 at the special election the ballot proposition set forth in this resolution. The City Council hereby authorizes the City Clerk to conduct the election.

Section 15. Conduct of Election. The special election shall be held and conducted, the returns canvassed, and the results ascertained and determined, as herein provided:

(a) All owners of land within Zone 1 of the District upon close of the protest hearing shall be qualified to vote upon the measure submitted at the special election. Each landowner shall have one vote for each acre or portion thereof that she, he, or it owns within Zone 1, as provided in Government Code Section 53326(b).

(b) Pursuant to Government Code Section 53327.5, the special election shall be conducted as a mailed ballot election. The City Council hereby directs the City Clerk to mail to each landowner in the District a ballot in the form set forth in Exhibit A with return postage prepaid or by personal service to each such landowner, all as provided in Section 53326 of the Act.

(c) The City Clerk shall accept the ballots of the landowners up to 4:00 p.m. on the day of the election, whether the ballots be personally delivered or received by mail. The City Clerk shall have available ballots that may be marked at the City Clerk's office on the election day by the voters. Once all qualified electors have voted, the City Clerk may close the election.

(d) The City Clerk shall commence the canvass of the returns of the special election as soon as the election is closed. At the conclusion of the canvass, the City Clerk shall report the results of the election to the City Council.

(e) The City Council shall declare the results of the special election following the completion of the canvass of the returns and shall cause to be inserted into its minutes a statement of the results of the special election as ascertained by the canvass of the returns.

Section 16. Accountability Measures. Pursuant to Section 50075.1 of the California Government Code, the City has created a separate account into which the special tax proceeds

shall be deposited; and the City shall prepare a report, as required, pursuant to the requirements of Section 53343.1.

Section 17. Filing of Resolution with City Clerk. The City Council hereby directs the City Clerk to file a copy of this Resolution in her office.

Section 18. Publication of Resolution. The City Council hereby directs the City Clerk to publish this Resolution as notice of election.

Section 19. General Authorization with Respect to the Election. The members of the City Council, the City Clerk, and the other officers of the City are hereby authorized and directed, individually and collectively, to do any and all things and to execute, deliver, and perform any and all agreements and documents that they deem necessary or advisable in order to effectuate the purposes of this Resolution, including, without limitation, to prepare and submit for inclusion in the voter information pamphlet an argument in favor of passage of the ballot measure. All actions heretofore taken by the officers and agents of the City that are in conformity with the purposes and intent of this Resolution are hereby ratified, confirmed, and approved in all respects.

Dated: August 19, 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 August 19, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

_____

BOB JOHNSON
Mayor

ATTEST:

JENNIFER M. FERRAIOLO
City Clerk

EXHIBIT A

AMENDMENT TO SPECIAL TAX FORMULA IN ZONE 1

CITY OF LODI
COMMUNITY FACILITIES DISTRICT NO. 2007-1
(PUBLIC SERVICES)

The following amendment to be applied to Zone 1 only is proposed to the Rate and Method of Apportionment (RMA) of Special Tax currently in effect within Community Facilities District No. 2007-1 (Public Services), City of Lodi, San Joaquin County, California. This amendment replaces the current version of "Section C. MAXIMUM SPECIAL TAX" as found in the RMA and defined terms "Multi-Family Property" and "Single Family Property." Capitalized terms not defined in the following amendment shall have the meanings ascribed to them in the RMA. All other sections and terms found in the RMA, not otherwise in conflict, are unchanged and remain in full effect.

Amendment No. 1
City of Lodi Community Facilities District No. 2007-1 (Public Services) for Zone 1 only

C. MAXIMUM SPECIAL TAX

The Maximum Special Tax for all Parcels of Taxable Property within the CFD shall be $500 per Single Family Unit and $145.83 per Multi Family Unit for Fiscal Year 2015-2016. Beginning July 1, 2016 and each July 1 thereafter, the Maximum Special Tax in effect in the prior Fiscal Year shall be increased by two percent (2%).

"Multi-Family Property" means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Multi-Family Units.

"Single Family Property" means, in any Fiscal Year, all Parcels in the CFD for which final building permit inspections were conducted prior to January 1 of the preceding Fiscal Year, but not prior to January 1, 2015, for construction of Single Family Units.

EXHIBIT B

Description of Services

(a) Police protection services, including, but not limited to, criminal justice services. However, criminal justice services shall be limited to providing services for jails, detention facilities, and juvenile halls.

(b) Fire protection and suppression services, and ambulance and paramedic services.

(c) Maintenance of parks, parkways, and open space.

(d) Flood and storm protection services, including, but not limited to, the operation and maintenance of storm drainage systems, and sandstorm protection systems.

(e) Services with respect to removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

(f) Incidental services associated with the creation of the District, determination of the amount of special taxes, collection or payment of special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the District.

AGENDA ITEM C-17

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for September 2, 2015 to Consider Resolution Establishing Area of Benefit and Reimbursable Costs for Harney Lane Grade Separation Project Utility Undergrounding

MEETING DATE: August 19, 2015

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set Public Hearing for September 2, 2015 to consider resolution establishing area of benefit and reimbursable costs for the Harney Lane Grade Separation Project utility undergrounding.

BACKGROUND INFORMATION: At the December 17, 2014 City Council meeting, a resolution was approved authorizing the City Manager to execute a Pacific Gas & Electric (PG&E) Rule 20C Agreement for the Harney Lane Grade Separation Project for utility undergrounding work at a cost to the City of $128,640. A copy of the agreement is provided in Attachment 1.

The California Public Utility Commission requires utility companies to relocate their facilities that will conflict with the construction of a municipal project at no cost to the municipality. The utility companies will relocate overhead utilities to another overhead location at no cost to the municipality. However, the utilities in the vicinity of the Stockton Street and Harney Lane intersection are required to be placed underground by the Reynolds Ranch Project. Rather than move the utilities to a new overhead location and later place them underground, it was most cost effective to pay the added cost then to place the utilities underground instead of later on when development of the Reynolds Ranch Project triggered the utility undergrounding requirement.

On October 1, 2014, the City Council approved the most recent public improvement agreement for the Reynolds Ranch project. Within that council communication, City Council was informed of the condition in the Environmental Impact Report, that the Reynolds Ranch project is obligated to construct intersection improvements at the Harney Lane and Stockton Street intersection and to underground the existing overhead PG&E utility lines that are located along Harney Lane at that location. It was noted that if the intersection improvements are constructed with the Harney Lane Grade Separation Project prior to being constructed by the Reynolds Ranch project, the developer must reimburse the City for the cost of those improvements. The estimated cost of the intersection improvements that include the south leg of the traffic signal, ADA ramps, and pavement and the curb and gutter along Stockton Street is approximately $225,000, and would be in addition to the $128,640 cost to underground the existing utility lines. The costs associated with both the undergrounding of utilities and the intersection improvements noted above are to be reimbursed by the Reynolds Ranch Development.

Staff recommends the reimbursable costs be assigned to the remaining undeveloped parcels on the basis of net acreage as presented in the spreadsheet provided in Attachment 2. The benefitting undeveloped parcels are identified on the map provided in Attachment 3.

APPROVED: _____

Stephen Schwabauer, City Manager

In conformance with Lodi Municipal Code section 17.62.050 and Government Code section 65091, et. Seq., the reimbursable amount will be adjusted annually to include an amount attributable to interest, which will be based on the change in the Engineering News Record (ENR) 20 Cities Construction Cost Index from January 1, 2015 to the January 1st of the year of reimbursement. The beginning ENR index is 9972.

In conformance with LMC Section 17.62.050, staff recommends that Council set a public hearing to establish an area of benefit and reimbursable costs to recover the cost of utility undergrounding improvements constructed with the Harney Lane Grade Separation Project that benefit adjacent properties within the Reynolds Ranch Project.

FISCAL IMPACT: City recovers Regional Transportation Impact Fee funds advanced for utility undergrounding.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by F. Wally Sandelin, Public Works Director
FWS/FWS/tb
Attachments

Attachment 1

RECEIVED
NOV 1 - 2014
CITY MANAGER'S OFFICE

November 7, 2014

Stephen Schwabauer
City of Lodi, A Government Agency
221 West Pine Street
LODI , CA 95240

RE: Contract ID: 1178123: HARNEY LANE GRADE SEPARATION

Dear Stephen Schwabauer ,

Enclosed are gas and/or electric agreements for your project located at:

HARNEY LANE, LODI, 95242

This letter summarizes the agreements for this project.

	Non-Refundable Payment	Refundable Option*	50% Discount Option*
Electric Overhead to Underground Conversion (20C)	$128,639.95	$0.00	$0.00
Less Credit (Engineering Advance, etc.)	$0.00	$0.00	$0.00
TOTAL **	$128,639.95	$0.00	$0.00
TOTAL PAYMENT DUE	**$128,639.95**	**OR**	**$128,639.95**

*** Only applies to Rule 15 Refundable Amounts. Amount shown is less credit for associated Applicant work.**
**** The Income Tax Component of Contribution (ITCC) is included in the above charges when applicable.**

Please sign both copies of the agreement and return one copy of the agreement to the address below along with your payment and retain one copy for your records. If the agreement is not returned to PG&E within 90 days of the date of this letter, the proposed agreement is canceled and PG&E may need to re-estimate the job.

Changes to the agreement, either to any of the terms or to the amount owing, are not permitted, and any change or interlineations voids the agreement. The payment of any amount less than the full amount shown will be deposited by PG&E, but PG&E will not begin any work on this contract until the amount is paid in full. The contract shall be deemed effective the date a fully executed copy is received by PG&E. Please allow 45 days from PG&E's receipt of the Agreement for construction to commence.

PG&E is committed to providing timely and efficient service and we look forward to continuing to work with you on this and future projects.

Should you have any questions regarding these contracts, please contact your project manager Brad Joaquin at 209-942-1767 or BRJ6@pge.com.

Please send the executed Agreements and payment to:

RFC

PG&E CFM/PPC DEPARTMENT
PO BOX 997340
Sacramento, CA 95899-7340

Sincerely,

Candace Briskey

Candace Briskey
Service Planning Supervisor

106223169E

Pacific Gas and Electric Company
Agreement to Perform Tariff Schedule Related Work

DISTRIBUTION:
___ APPLICANT (Original)
___ DIVISION (Original)
___ ACCTG. SVCS.

REFERENCES:

Notification #	106223169
Contract #	1178123
R20-PM #	31030059

City of Lodi, A Government Agency (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E), to perform the tariff schedule related work as located and described in paragraph 3 herein. PG&E agrees to perform the requested work and furnish all necessary labor, equipment, materials and related facilities required therefor, subject to the following conditions:

1. Whenever part or all of the requested work is to be furnished or performed upon property other than that of Applicant, Applicant shall first procure from such owners all necessary rights-of-way and/or permits in a form satisfactory to PG&E and without cost to it.

2. Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of any person, including but not limited to, employees of PG&E, Applicant or any third party, or for the loss, destruction or damage to property, including, but not limited to property of PG&E, Applicant or any third party, arising out of or in any way connected with the performance of this agreement, however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will, on PG&E's request, defend any suit asserting a claim covered by this indemnity. Applicant will pay all costs that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.

3. The location and requested work are described as follows: (Describe in detail the materials and facilities to be furnished and/or work to be performed by PG&E. If more space is required, use other side and attach any necessary drawings as Exhibits A, B, C, etc):

LOCATION: **HARNEY LANE, LODI, 95242**

DESCRIPTION OF WORK: **Rule 20C - Underground existing overhead electric facilities**

Engineering & Administrative Costs		$21,952.34
Value of Applicant Design Work	(+)	$0.00
Cost of Additional Applicant Design Plan Checks	(+)	$0.00
Value of 20C Underground System	(+)	$60,328.56
Tie-In of 20C by PG&E	(+)	$11,974.74
PG&E Land Rights Costs	(+)	$0.00
Inspection Fees	(+)	$0.00
Value of 20CTrench & Excavation	(+)	$0.00
Value of 20C Conduits & Substructures	(+)	$7,538.58
Rule 20C Trench Permits Obtained by PG&E	(+)	$0.00
less Salavage & Depreciation for Overhead Facilities	(-)	$5,836.00
SUB TOTAL	**(=)**	**$95,958.22**
plus ITCC @ 34%	(+)	$32,625.80
plus Cost to Remove Overhead Line by PG&E	(+)	$55.93
less 20C Underground System Installed by Applicant	(-)	$0.00
less 20C Trench & Excavation Provided by Applicant	(-)	$0.00
less 20C Conduits & Substructures Installed by Applicant	(-)	$0.00
less Value of Applicant Design Work	(-)	$0.00
Electric Rule 20C Cash Payment	**(=)**	**$128,639.95**

106223169E

62-4527 (Rev 1-91)
Service Planning
Advice No. 1830-G/1842-E
Effective 4/09/91

4. Applicant shall pay to PG&E, prompt on demand by PG&E, as the complete contract price hereunder, the sum of One Hundred Twenty-Eight Thousand Six Hundred Thirty-Nine Dollars And Ninety-Five Cents ($128,639.95)

Upon completion of requested work, ownership shall vest in: X PG&E ___ Applicant

Executed this 18th day of December 2014

City of Lodi, A Government Agency
Applicant

By: _____

Stephen Schwabauer
Print/Type/Name

Title: City Manager

Mailing Address: 221 W. Pine Street
LODI CA 95240

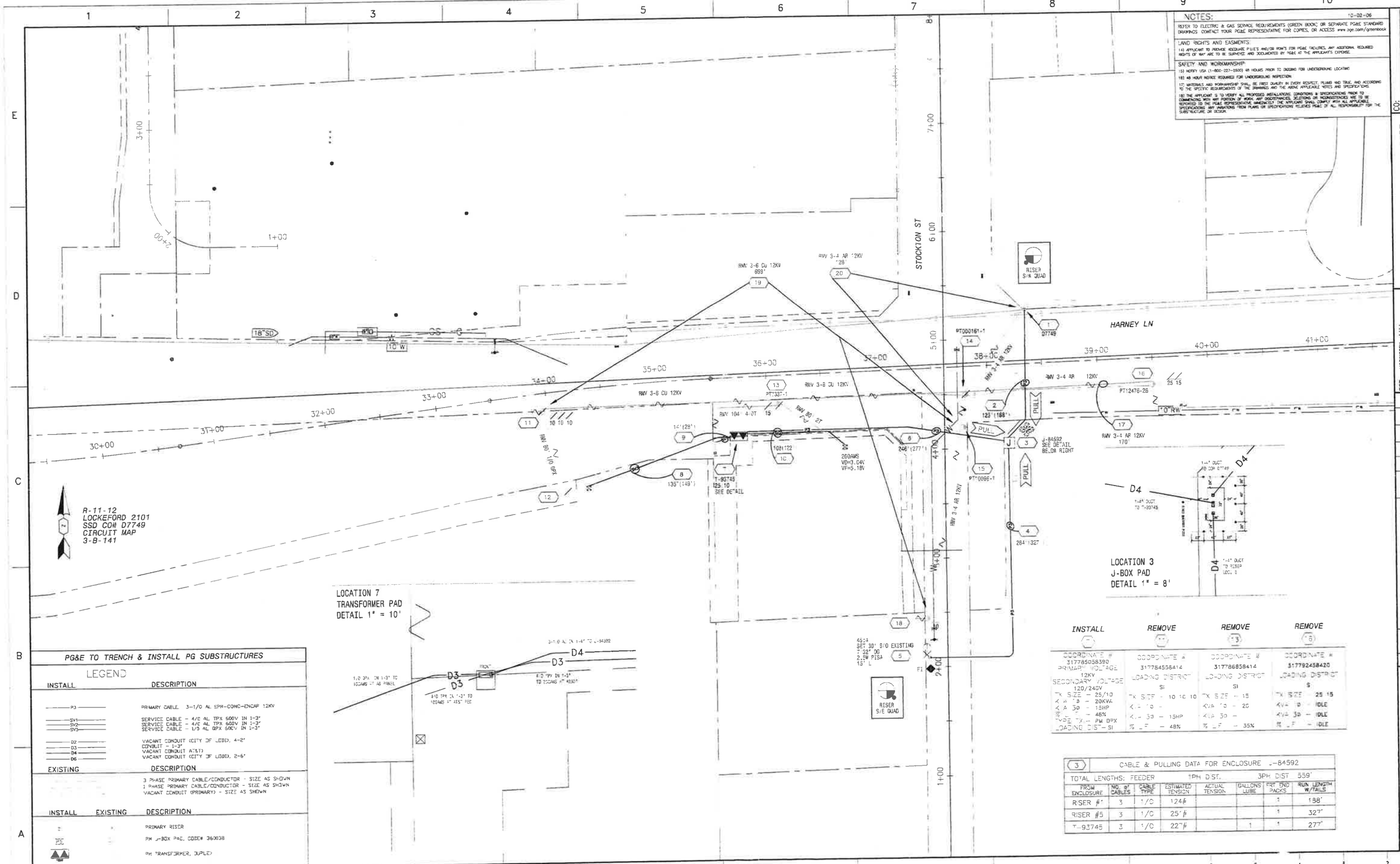
PACIFIC GAS & ELECTRIC COMPANY

By: Candace Briskey

Candace Briskey

Title: **Service Planning Supervisor**

Approved as to form
City Attorney



NOTES:

10-02-06

REFER TO ELECTRIC & GAS SERVICE REQUIREMENTS (GREEN BOOK) OR SEPARATE PG&E STANDARD DRAWINGS. CONTACT YOUR PG&E REPRESENTATIVE FOR COPIES, OR ACCESS www.pge.com/greenbook

LAND RIGHTS AND EASMENTS:

14) APPLICANT TO PROVIDE RESERVE PLE'S AND/OR ROW'S FOR PG&E FACILITIES. ANY ADDITIONAL REQUIRED RIGHTS OF WAY ARE TO BE SURVEYED AND DOCUMENTED BY PG&E AT THE APPLICANT'S EXPENSE.

SAFETY AND WORKMANSHIP:

15) NOTIFY USA (1-800-227-2600) 48 HOURS PRIOR TO DIGGING FOR UNDERGROUND LOCATING

16) 48 HOUR NOTICE REQUIRED FOR UNDERGROUND INSPECTION.

17) MATERIALS AND WORKMANSHIP SHALL BE FIRST QUALITY IN EVERY RESPECT, PLUMB AND TRUE, AND ACCORDING TO THE SPECIFIC REQUIREMENTS OF THE DRAWINGS AND THE ABOVE APPLICABLE NOTES AND SPECIFICATIONS.

18) THE APPLICANT IS TO VERIFY ALL PROPOSED INSTALLATIONS, CONDITIONS & SPECIFICATIONS PRIOR TO COMMENCING WITH ANY PORTION OF WORK. ANY OBSTRUCTIONS, DEVIATIONS OR INCONSISTENCIES ARE TO BE REPORTED TO THE PG&E REPRESENTATIVE IMMEDIATELY. THE APPLICANT SHALL COMPLY WITH ALL APPLICABLE SPECIFICATIONS. ANY VARIATIONS FROM PLANS OR SPECIFICATIONS RELIEVES PG&E OF ALL RESPONSIBILITY FOR THE SUBSTRUCTURE OR DESIGN.

PG&E TO TRENCH & INSTALL PG SUBSTRUCTURES

LEGEND

INSTALL	DESCRIPTION
P3	PRIMARY CABLE 3-1/0 AL SPR-CONC-ENCAP 12KV
SV1	SERVICE CABLE - 4/C AL TPX 600V IN 1-3"
SV2	SERVICE CABLE - 4/C AL TPX 600V IN 1-3"
SV3	SERVICE CABLE - 1/3 AL QPX 600V IN 1-3"
D2	VACANT CONDUIT (CITY OF LODI, 4-2"
D3	CONDUIT - 1-3"
D4	VACANT CONDUIT AT&T)
D6	VACANT CONDUIT (CITY OF LODI, 2-6"

EXISTING	DESCRIPTION
	3 PHASE PRIMARY CABLE/CONDUCTOR - SIZE AS SHOWN
	1 PHASE PRIMARY CABLE/CONDUCTOR - SIZE AS SHOWN
	VACANT CONDUIT (PRIMARY) - SIZE AS SHOWN

INSTALL	EXISTING	DESCRIPTION
		PRIMARY RISER
		PM J-BOX PAD, CODE# 360038
		PM TRANSFORMER, DUPLEX

INSTALL (5)	REMOVE (2)	REMOVE (3)	REMOVE (8)
COORDINATE # 317785058390	COORDINATE # 317784556414	COORDINATE # 317786858414	COORDINATE # 317792458420
PRIMARY VOLTAGE 12KV	LOADING DISTRICT SI	LOADING DISTRICT SI	LOADING DISTRICT S
SECONDARY VOLTAGE 120/240V			
TX SIZE - 25/10	TX SIZE - 10 10 10	TX SIZE - 15	TX SIZE - 25 15
KVA 10 - 20KVA	KVA 10 -	KVA 10 - 20	KVA 10 - IDLE
KVA 30 - 15HP	KVA 30 - 15HP	KVA 30 -	KVA 30 - IDLE
% - 46%			
TYPE TX - PM OPX			
LOADING DIST - SI	% - F - 48%	% - F - 35%	% - F - IDLE

(3) CABLE & PULLING DATA FOR ENCLOSURE J-84592							
TOTAL LENGTHS: FEEDER			1PH DIST.			3PH DIST 559'	
FROM ENCLOSURE	NO. of CABLES	CABLE TYPE	ESTIMATED TENSION	ACTUAL TENSION	GALLONS LUBE	PRT END PACKS	RUN LENGTH W/TAILS
RISER #1	3	1/C	124#			1	188'
RISER #5	3	1/C	25'#			1	327'
T-93745	3	1/C	227#		1	1	277'

CO:
SD:
NOTIF.: 10622169
Other:
SHT: 1 OF 1
SHEETS
REV. 0
PM: 31030059

ENGINEERING AND PLANNING DEPT.
4040 WEST LANE
STOCKTON
PHONE #:209-947-1767 FAX #:209 942 1768
PG&E PACIFIC GAS AND ELECTRIC COMPANY

EST: MORRISSEY x1414
ADE: GAEBEL x1588
SUPV: BRISKEY x847-6616
REP: JOAQUIN x1767
PLNR: MARCHETTI x1781
SCALE: 1"=40'
DATE: 12/3/13

NO.	DATE	DESCRIPTION	ORDER #	DWN	CHKD	SUPV	APV'D BY
		REVISIONS					

R20C
HARNEY LN & STOCKTON ST
LODI

Attachment 2

Reynolds Ranch Undeveloped Parcel Breakdown

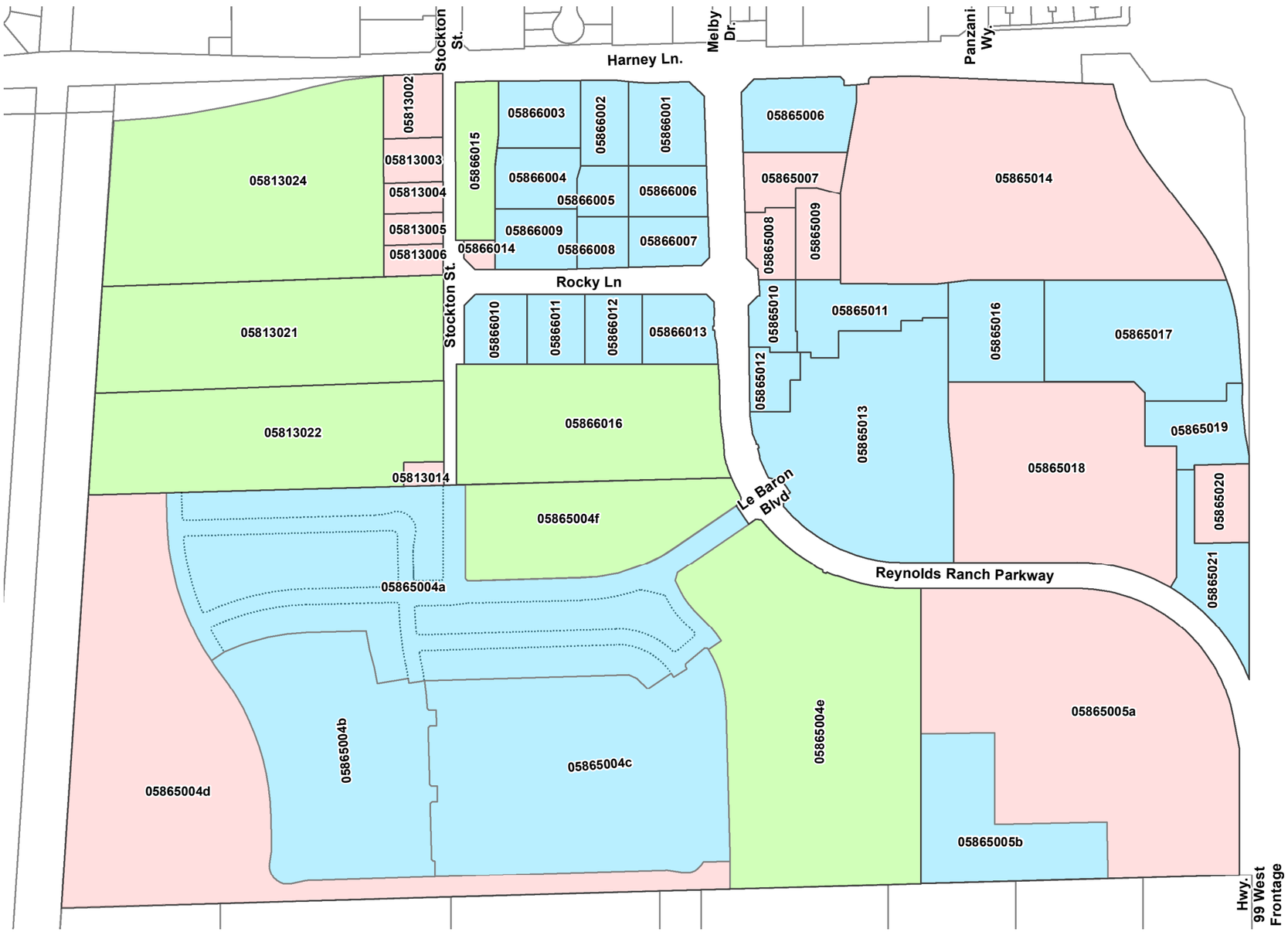
Total Utility Relocation Cost: $ 128,640
Cost / Acre: $ 916.83

APN	Description	Property Owner 1	Parcel Size (AC)	Building Permit (Y/N)	Non-Permitted Area (AC)	Total Charge
05813002	2601 S STOCKTON ST [1]	VARNER, SEAN & SUMMER	0.70	Y	0	$ -
05813003	2621 S STOCKTON ST	IBARRA, RAMON L	0.61	Y	0	$ -
05813004	2635 S STOCKTON ST	GRIFFITTS, WILLIAM E & CHERYL	0.43	Y	0	$ -
05813005	2707 S STOCKTON ST	ZARATE, DONNA I TR	0.43	Y	0	$ -
05813006	2719 S STOCKTON ST	DELLA MAGGIORA, DOMENICO TR ET	0.43	Y	0	$ -
05813014	2845 S STOCKTON ST	GOMEZ, SALVADOR & MARIA A	0.22	Y	0	$ -
05813021	Future Residential	SEEMAN, DAVID ALAN & LINDA E T	8.63	N	8.63	$ 7,912
05813022	Future Residential	PELLETTI, MARIA VILMA TR	8.28	N	8.28	$ 7,591
05813024	Future Residential [1]	GARY T TSUTSUMI	11.72	N	11.72	$ 10,745
05865004a	Residential Phase 1	SKINNER RANCH HOLDINGS LP	17.14	N	17.14	$ 15,714
05865004b	Residential Phase 2	SKINNER RANCH HOLDINGS LP	9.50	N	9.5	$ 8,710
05865004c	Residential Phase 3	SKINNER RANCH HOLDINGS LP	13.74	N	13.74	$ 12,597
05865004d	Pond / Basin / Trail	SKINNER RANCH HOLDINGS LP	16.88	Y	0	$ -
05865004e	Future Senior Housing	SKINNER RANCH HOLDINGS LP	15.57	N	15.57	$ 14,275
05865004f	Future Commercial (Phase 3B)	SKINNER RANCH HOLDINGS LP	5.25	N	5.25	$ 4,813
05865005a	Blue Shield	CALIF PHYSICIANS SERVICE CORP	16.30	Y	0	$ -
05865005b	Future Blue Shield Expansion	CALIF PHYSICIANS SERVICE CORP	4.10	N	4.1	$ 3,759
05865006	SEC of Harney & RR Pkwy	SANDPIPER PENNEBAKER GROUP LLC	1.91	N	1.91	$ 1,751
05865007	Starbucks/Verizon/Subway	LHRP PHASE 2C LLC	1.11	Y	0	$ -
05865008	5 Guys/Supercuts/Wing Stop	LHRP PHASE 2C LLC	0.78	Y	0	$ -
05865009	Sleep Train / Grand Nails & Spa	LHRP PHASE 2C LLC	0.96	Y	0	$ -
05865010	SEC of RR Pkwy & Rocky	SANDPIPER PENNEBAKER GROUP LLC	0.73	N	0.73	$ 669
05865011	East of 05865010	SANDPIPER PENNEBAKER GROUP LLC	1.86	N	1.86	$ 1,705
05865012	South of 05865010	SANDPIPER PENNEBAKER GROUP LLC	0.66	N	0.66	$ 605
05865013	NEC of RR Pkwy & Le Baron	SANDPIPER PENNEBAKER GROUP LLC	8.67	N	8.67	$ 7,949
05865014	Costco	COSTCO WHOLESALE CORP	15.05	Y	0	$ -
05865016	East of 05865011	SANDPIPER PENNEBAKER GROUP LLC	2.30	N	2.3	$ 2,109
05865017	East of 05865016	SANDPIPER PENNEBAKER GROUP LLC	5.00	N	5	$ 4,584
05865018	Home Depot	TELFAIR CORPORATION	9.25	Y	0	$ -
05865019	NE of Home Depot	SANDPIPER PENNEBAKER GROUP LLC	1.45	N	1.45	$ 1,329
05865020	East of Home Depot	KATZAKIAN, CHARLES S & MELISSA	1.00	Y	0	$ -
05865021	SE of Home Depot	SANDPIPER PENNEBAKER GROUP LLC	1.73	N	1.73	$ 1,586
05866001	Commercial Phase 3A - Par. 1	SKINNER RANCH HOLDINGS LP	1.47	N	1.47	$ 1,348
05866002	Commercial Phase 3A - Par. 2	SANDPIPER PENNEBAKER GROUP LLC	0.95	N	0.95	$ 871
05866003	Commercial Phase 3A - Par. 3	SANDPIPER PENNEBAKER GROUP LLC	1.25	N	1.25	$ 1,146
05866004	Commercial Phase 3A - Par. 4	SANDPIPER PENNEBAKER GROUP LLC	1.19	N	1.19	$ 1,091
05866005	Commercial Phase 3A - Par. 5	SANDPIPER PENNEBAKER GROUP LLC	0.61	N	0.61	$ 559
05866006	Commercial Phase 3A - Par. 6	SANDPIPER PENNEBAKER GROUP LLC	0.94	N	0.94	$ 862
05866007	Commercial Phase 3A - Par. 7	SKINNER RANCH HOLDINGS LP	0.93	N	0.93	$ 853
05866008	Commercial Phase 3A - Par. 8	SANDPIPER PENNEBAKER GROUP LLC	0.62	N	0.62	$ 568
05866009	Commercial Phase 3A - Par. 9	SANDPIPER PENNEBAKER GROUP LLC	1.17	N	1.17	$ 1,073
05866010	Commercial Phase 3A - Par. 10	SANDPIPER PENNEBAKER GROUP LLC	1.02	N	1.02	$ 935
05866011	Commercial Phase 3A - Par. 11	SANDPIPER PENNEBAKER GROUP LLC	0.94	N	0.94	$ 862
05866012	Commercial Phase 3A - Par. 12	SANDPIPER PENNEBAKER GROUP LLC	0.94	N	0.94	$ 862
05866013	Commercial Phase 3A - Par. 13	SKINNER RANCH HOLDINGS LP	1.18	N	1.18	$ 1,082
05866014	WW Pump Station	SKINNER RANCH HOLDINGS LP	0.20	Y	0	$ -
05866015	Future Fire Sta / Res. Dev.	LODI CITY OF	1.53	N	1.53	$ 1,403
05866016	Future Commercial (Phase 3B)	SKINNER RANCH HOLDINGS LP	7.33	N	7.33	$ 6,720
		Totals:	**204.66**		**140.31**	$ 128,640

Note:
[1] Adjusted for Harney Lane Grade Separation Dedications

Attachment 3

HARNEY LANE AND STOCKTON STREET OVERHEAD UTILITY RELOCATION REYNOLDS RANCH PARCELS



N
W E
S

0 250 500 1,000
Feet

Legend

- Not Entitled or Permitted
- Entitled, No Building Permit
- Entitled and Permitted

Parcels Without Building Permits

APN	Description	Non-Permitted Area (AC)
05813021	Future Residential	8.63
05813022	Future Residential	8.28
05813024	Future Residential	11.72
05865004a	Residential Phase 1	17.14
05865004b	Residential Phase 2	9.5
05865004c	Residential Phase 3	13.74
05865004e	Future Senior Housing	15.57
05865004f	Future Commercial (Phase 3B)	5.25
05865005b	Future Blue Shield Expansion	4.1
05865006	SEC of Harney & RR Pkwy	1.91
05865010	SEC of RR Pkwy & Rocky	0.73
05865011	East of 05865010	1.86
05865012	South of 05865010	0.66
05865013	NEC of RR Pkwy & Le Baron	8.67
05865016	East of 05865011	2.3
05865017	East of 05865016	5
05865019	NE of Home Depot	1.45
05865021	SE of Home Depot	1.73
05866001	Commercial Phase 3A - Par. 1	1.47
05866002	Commercial Phase 3A - Par. 2	0.95
05866003	Commercial Phase 3A - Par. 3	1.25
05866004	Commercial Phase 3A - Par. 4	1.19
05866005	Commercial Phase 3A - Par. 5	0.61
05866006	Commercial Phase 3A - Par. 6	0.94
05866007	Commercial Phase 3A - Par. 7	0.93
05866008	Commercial Phase 3A - Par. 8	0.62
05866009	Commercial Phase 3A - Par. 9	1.17
05866010	Commercial Phase 3A - Par. 10	1.02
05866011	Commercial Phase 3A - Par. 11	0.94
05866012	Commercial Phase 3A - Par. 12	0.94
05866013	Commercial Phase 3A - Par. 13	1.18
05866015	Future Fire Sta / Res. Dev.	1.53
05866016	Future Commercial (Phase 3B)	7.33

Date: 7/29/2015
Document Path: \\CVCFILV02\PubWks$\WP\DEV_SERV\Developments\Reynolds Ranch\RR-HarneyStocktonUtilityPropertyExhibit.mxd

AGENDA ITEM C-18

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set a Public Hearing for September 16, 2015, to Consider and Approve the 2014/15 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and an Amendment of the 2015/16 Action Plan to Accommodate the Reallocation of Unused CDBG Funds From Previous Years.

MEETING DATE: August 19, 2015

PREPARED BY: Community Development Director

RECOMMENDED ACTION: Set a public hearing for September 16, 2015, to consider and approve the 2014/15 Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) and an amendment of the 2015/16 Action Plan to accommodate the reallocation of unused CDBG funds from previous years.

BACKGROUND INFORMATION: A public hearing is required as part of the federal requirements of the Community Development Block Grant (CDBG) program.

The 2014/15 CAPER describes the programs and activities accomplished during that program year, in which the City received $602,382 in federal CDBG funds. The public review and comment period for the CAPER document begins September 1, 2015 and will end September 16, 2015.

The reallocation of unused CDBG funds from projects and services from previous program years requires an amendment of the Annual Action Plan. The total amounts available for reallocation are still being calculated and will be detailed in the staff report for the public hearing. The public review and comment period for this Action Plan amendment begins August 17, 2015 and will end September 16, 2015.

The City Council will consider approval and adoption of both the 2014/15 CAPER and 2015/16 Action Plan amendment and provide an opportunity for public comment for all of those actions at the September 16, 2015 meeting.

FISCAL IMPACT: The CAPER document is being completed as an administrative activity that is funded through the City's CDBG administrative allocation from HUD.

FUNDING AVAILABLE: Not applicable.

_____
Stephen Schwabauer
Community Development Director

SS/jw

APPROVED: _____
Stephen Schwabauer, City Manager

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing the City Manager and Lodi Police Department Chief of Police to enter into a Memorandum of Understanding with the California Highway Patrol Delta RATT Taskforce

MEETING DATE: August 19, 2015

PREPARED BY: Interim Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing the City Manager and Lodi Police Department Chief of Police to enter into a Memorandum of Understanding with the California Highway Patrol Delta RATT Taskforce.

BACKGROUND INFORMATION: The Lodi Police Department has participated in the Delta Regional Auto Theft Team (RATT) since 1996, with one full-time sworn police officer assigned to the special unit. The Delta Regional Auto Theft Team (RATT) was created that year through an agreement between San Joaquin County cities, the San Joaquin County Sheriff's Office, the District Attorney's Office and the California Highway Patrol.

The CHP provides a commander for the task force, which is staffed with detectives and investigators from the county's various law enforcement agencies. A portion of the salary and benefits of the Lodi Police Department detective assigned to the task force is reimbursed by the RATT fund, generated from vehicle license fees.

The previous Memorandum of Understanding expired on June 30, 2015. The proposed Memorandum extends the term from July 1, 2015 through June 30, 2017 (Exhibit A).

FISCAL IMPACT: Revenue and appropriation are included in the FY 2015/2016 budget.

FUNDING AVAILABLE: Not applicable.

_____
Tod Patterson, Interim Chief of Police

APPROVED: _____
Stephen Schwabauer, City Manager

Exhibit A

MEMORANDUM OF UNDERSTANDING

2015 - 2017

MEMORANDUM OF UNDERSTANDING

DELTA REGIONAL AUTO THEFT TEAM

I. OVERVIEW

In an effort to suppress vehicle theft crimes and address mounting public concern, the California Legislature passed into law Senate Bill 2139 (Vehicle Code Section 9250.14). This bill authorizes the Board of Supervisors to impose a one dollar fee on all passenger vehicles and a two dollar fee on all commercial vehicles registered in the County to enhance the capacity of local law enforcement and prosecutors to deter, investigate, and prosecute vehicle theft crimes.

On February 4, 1992, the San Joaquin County Board of Supervisors passed and adopted a resolution pursuant to Vehicle Code Section 9250.14 to specifically fund local agency programs which combat vehicle theft. On July 1, 1996, a memorandum of understanding was entered into between the San Joaquin County Chiefs' of Police, Sheriff's Office, District Attorney's Office and the California Highway Patrol to establish the San Joaquin County Auto Theft Task Force. The task force was later renamed the Delta Regional Auto Theft Team (Delta RATT).

II. MISSION

To reduce the incidence of vehicle theft through vehicle theft education, interagency cooperation, maximized apprehensions and enforcement, and enhanced prosecution of the active vehicle thief.

A. Objectives

1. Increase the number of arrests and convictions of vehicle theft suspects.

2. Gather and disseminate vehicle theft and/or criminal intelligence information to affected agencies in a timely manner.

3. Identify locations which are used in connection with vehicle theft offenses, and take appropriate enforcement action.

4. Identify local trends and patterns of vehicle theft activity to be targeted by the Task Force and patrol personnel.

5. Increase the recovery rate of stolen vehicles within San Joaquin County.

6. Provide assistance to individual agencies, upon an approved request, on specific vehicle theft problems within their respective jurisdiction.

7. Provide training in the area of vehicle theft to law enforcement personnel within San Joaquin County.

8. Increase public awareness and provide prevention education to curb vehicle theft in San Joaquin County.

9. Prosecute auto theft and auto theft related cases more vigorously with the goal of increasing the punishment for these crimes.

III. TASK FORCE ORGANIZATION

A. Executive Board

The Executive Board of Delta RATT (Task Force) should consist of the Chiefs of Police, Sheriff, California Highway Patrol Commander of the Stockton Area Office, Chief Probation Officer and District Attorney.

B. Advisory Committee

A designee of the department head from each participating agency should serve on the Task Force Advisory Committee, which should be responsible for monitoring the operations and progress of the Task Force operations and procedures, and to provide guidance and input to the Task Force Commander. Members of the Committee should meet twice yearly, or as requested by committee members to review Task Force operations and to provide directions, review long range goals and objectives and discuss other issues identified relevant to the Task Force. The Task Force Commander shall serve as the chairperson of the Advisory Committee. Quorum voting of the Committee shall be by majority vote. A quorum shall be defined as no less than five members and shall be by Advisory Committee members only. Committee vacancies should be filled by the participating agency head.

C. Task Force Commander

Commensurate with its role as the statewide coordinator for auto theft enforcement, the California Highway Patrol (CHP) will provide a lieutenant from its Valley Division Investigative Services Unit to serve as Commander of the Task Force. The Commander will be responsible for overall management of the Task Force and will provide regular reports to the Executive Board. The Commander will dedicate that amount of time necessary to efficiently manage the Task Force.

The Commander's salary and benefits will not be reimbursed by the Task Force fund.

D. Supervision
The California Highway Patrol will provide a Sergeant as a full-time supervisor of the Task Force. The CHP Sergeant will report directly to the Task Force Commander, and will have the primary responsibility for supervision of all Task Force unit members.

The Supervisor's salary and benefits will not be reimbursed by the Task Force fund.

E. Prosecution Staff
The San Joaquin County District Attorney's Office will assign a Deputy District Attorney to vertically prosecute auto theft cases. The assigned prosecutor will be considered a unit member and will also provides guidance during the preparation of cases for trial.

A portion of the vertical prosecutor's salary and benefits will be reimbursed by the Task Force fund as allocated by the Executive Board.

F. Administrative Support Staff
The San Joaquin County Sheriff's Office will provide one full time clerical position to support Task Force office operations and other duties as assigned by the task force supervisor. Other activities needing administrative staff support will include, but not be limited to, general accounting activities such as quarterly and annual activity reports for review by the Advisory Committee. These administrative functions will be accomplished by the Task Force Commander through delegation as necessary.

The clerical position salary and benefits will be reimbursed by the task force fund.

G. Detectives/Investigators
Task Force investigative positions shall be staffed by sworn detectives/investigators from law enforcement agencies within San Joaquin County. Investigative personnel shall perform the enforcement functions of the Task Force, and conduct auto theft investigations on a full time basis. These tasks include, but shall not be limited to; suspect apprehension, case development, investigative follow-up, parole and probation sweeps, pro-active auto theft and other related operations, Delta RATT liaison to allied agencies and public and allied agency education and training on auto theft.

The salary and benefits of the CHP investigators assigned to the Task Force will not be reimbursed by the Task Force fund.

H. Probation Officer
A San Joaquin County Probation Officer shall be assigned to the Task Force to maintain, analyze, and disseminate case information on probationers with auto theft related violations. Working with the team full time, the probation officer shall also be key in preparing and performing proactive sweeps, contacts and searches. As needed, the probation officer will prepare necessary documentation connected to probation violation arrests or warrants.

A portion of the probation officer's salary and benefits will be reimbursed by the Task Force fund as allocated by the Executive Board.

I. Evidence Technician
The San Joaquin County Sheriff's Office will provide one part-time evidence technician to support task force operations. The technician salary will be reimbursed by the Task Force fund.

J. Personnel
Personnel assignments to the Task Force shall generally be for a minimum of two years, but may be extended by mutual agreement of the Task Force Commander and the Task Force member's parent agency. Personnel not meeting acceptable standards of performance or refusing to comply with Task Force policies and procedures, may be removed from the Task Force and transferred back to his/her department. If the Task Force Commander has cause to remove a member, he/she shall discuss the issue with the participating agency. It is agreed, however, that the resolution of operational problems will be accomplished at the lowest level and in the best interest of Delta RATT.

Scheduling of Task Force personnel shall be the responsibility of the Task Force Supervisor in accordance with the overtime policies or guidelines of the members' respective parent agencies. Whenever practical, the supervisor shall discuss overtime scheduling with the parent agency prior to the time such hours are worked.

Personnel assigned to the Task Force shall be deemed to be continuing under the employment of their respective jurisdictions, and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as peace officers in their own jurisdictions.

All terms and conditions of an employee's labor contract shall be in full effect, and shall be abided by, even though the employee is assigned to the Task Force.

Whenever a Task Force funded position remains vacant for more than sixty (60) consecutive calendar days due to illness or injury, the position should be filled by the participating agency consistent with its provisions for the selection of personnel for the Task Force. The involved agency should attempt to replace personnel without delay.

IV. FISCAL PROCEDURES

Task Force funding will come from the amounts provided to San Joaquin County pursuant to Vehicle Code section 9250.14 and will be used to pay for the purposes specified in that section. The Task Force supervisor will present an annual budget to the Executive Board for approval and will report expenses to the Executive Board on a regular basis. The annual budget will reflect salary and benefit allocations for each of the reimbursable Task Force positions. Any unused funds received under this section in excess of those budgeted for task force expenses shall be retained in the trust fund or distributed to the participating departments as determined by the Executive Board.

V. LIABILITY

Each agency participating in this Task Force shall be responsible for the acts of its respective participating agents, as well as for any losses, damages, claims, demands, or other liabilities arising out of that agent's services and activities while participating in the Task Force. Each participating agency shall also be liable for any and all worker's compensation benefits for personnel who are employed by them and injured in the course and scope of their duties while assigned to this Task Force.

Each participating agency, insofar as it may legally do so, agrees to hold harmless all other participating agencies, their officers, agents, and employees from and against any and all claims and demands whatsoever resulting from their negligence or omissions in connection with the acts related to this agreement.

VI. OPERATIONAL LOCATION

The task force will be based in its own facility. Appropriate space will be leased and paid for by the California Highway Patrol to house task force participants, operations and equipment. The Task Force office will be located within San Joaquin County.

VII. EQUIPMENT

The Task Force Commander will be accountable for equipment assigned to the Task Force and will provide for the accounting of, and safeguarding of fixed assets. The CHP shall provide the Task Force with office space, office furniture

and equipment, and office telephone. The contributions of other participating agencies will be negotiated, and will be based on what items and funding each agency has available. It is anticipated that participating agencies will provide personal safety equipment, and miscellaneous surveillance items in support of their assigned personnel. All equipment provided by an individual agency shall remain the property of that agency, and shall be returned upon termination of that agency's participation in the Task Force.

A. Vehicles
Each participating agency is required to supply a vehicle for each employee assigned to an investigative, probation, or evidence technician position within the Task Force. When available, agencies may procure vehicles for use in the Task Force through a purchase program coordinated by the National Insurance Crime Bureau. The host agency is responsible for outfitting its vehicle with basic emergency lighting, safety and communications equipment as normally equipped for unmarked use. In addition low-band vehicle radios, as available, will be provided and installed by the California Highway Patrol. Antennas/cables to support State radios will be paid for with Task Force Funds.

B. Communication Equipment
Hand held radios will be provided by the California Highway Patrol. Other Task Force communication equipment, including cellular telephones, "air cards" and monthly cellular telephone bills will be paid for with Task Force funds. The Task Force members will be provided this equipment. Procedures will be developed to ensure proper use and accountability for the equipment.

C. Additional Equipment
The Task Force may provide surveillance equipment, binoculars, cameras, etc. to members from Task Force inventory. Additional or replacement equipment may be purchased by the Task Force fund.

The San Joaquin County Sheriff's Office shall be responsible for obtaining and maintaining a San Joaquin County Criminal Justice Information System (CJIS) computer link to the Task Force Office. Additional computers and replacements may be purchased by the Task Force fund.

D. Confidential funds
Confidential funds will be established yearly by the Advisory Committee and maintained by the Task Force for investigative resources and evidence purchases. This money will be established from the San Joaquin County Vehicle Theft Funds and replenished as necessary. The confidential funds will be maintained at the Task Force office. A safe has been acquired to maintain the funds, and at the same time, provide access and control measures to ensure security of the funds. CHP policy, as contained in HPM 81.1 (Vehicle Theft

Control) Chapter 7, will be the overriding policy relative to confidential fund disbursements.

E. Task Force Operation Funds
The Task Force will be provided funds, as determined by the Advisory Committee, for expenses necessary to conduct auto theft investigations. These funds will be used for equipment, training, cellular telephones, pagers, confidential funds, informant funds, and petty cash. The Task Force Supervisor will prepare an annual budget for approval and report expenses to the Advisory Committee on a regular basis.

VIII. UNDERCOVER DOCUMENTS

The use of covert identities to support or enhance undercover operations is essential. This may require detective/investigators to possess undercover driver's licenses, and/or other sources of identification. The procurement, utilization, and control of these documents will rest with each participating agency.

IX. ASSET SHARING

Any funds resulting from forfeiture actions or other lawful sources initiated by the Task Force shall be maintained in a trust fund. The trust fund shall be administered by the Advisory Committee. Funds shall be used to further achieve the purpose of the Task Force and may be used to buy equipment, training, and/or other lawful expenditures consistent with the purposes of the Task Force.

X. STANDARD OPERATING PROCEDURES

All Task Force members shall abide by a Standard Operating Procedures (SOP) manual which shall be prepared by the Task Force supervisor and approved by the Advisory Committee. The following items shall be considered SOP of the Task Force, and may be addressed in greater detail in the Delta RATT SOP:

A. In any case where the policies or procedures of the Task Force conflict with those of a member's parent agency, the member shall abide by the directives of his or her own agency.

B. The investigation of officer-involved shootings and vehicle accidents with fatalities will be handled by the San Joaquin County Officer-Involved Critical Incident Protocol Team. A parallel investigation may be conducted by any

agency when the critical incident involves one of its employees or is an investigative responsibility within its jurisdiction.

C. Task Force member evaluations and disciplinary actions shall be handled jointly between the Task Force Supervisor and the parent agency.

D. The release of media information regarding Task Force operations will be coordinated through the Task Force supervisor. All affected participating agencies will be notified, as practical, prior to the release of information to the media.

E. Prior to any special operations (i.e., store front, large-scale sweeps, long term covert operations) the Task Force Supervisor or case agent will apprise the head of each participating agency of the target and the strategies for the execution of the operation. An after action report will be prepared and distributed to each participating agency within 30 days of the completion of each operation.

F. Should a member or members of the Advisory Committee wish to amend a procedure or policy as expressed in the agreement or the Task Force SOP, those changes shall be presented jointly to the entire Advisory Committee and the Task Force Commander, and shall be adopted upon a majority vote of the Advisory Committee. All members of the Task Force shall be notified prior to the effective date of any change in policy or procedure.

XI. REPORTING

A. The Task Force Commander will be responsible for implementing a reporting system which tracks team activities, statistics, and accomplishments of Task Force operation. This reporting system will serve as the basis for reports to the Advisory Committee and Executive Board and will ensure accountability for resources, personnel and equipment.

B. The Commander will submit an operational report to the Advisory Committee annually.

XII. AMENDMENTS TO THE MOU

The Executive Board may amend any portion of this MOU by a majority vote of the quorum.

XIII. TERM OF AGREEMENT

This agreement shall remain in effect for two years, commencing on July 1, 2015 and terminating on June 30, 2017. Any participating agency desiring to terminate it's participation in this agreement shall indicate such intent, in writing, to the Executive Board. The termination shall be deemed to take effect not less than thirty (30) days after receipt of the written communication, or upon a date established by mutual agreement.

XIV. SIGNATURES

The undersigned represent that they have the authority to execute this agreement on behalf of their respective agencies; and, in signing this formal agreement, represent concurrence with and support of the Delta Regional Auto Theft Team as set forth in this agreement and for the period and purposes as stated herein.

BARRY KOENIG, Captain California Highway Patrol Commander, Stockton Area	7/15/15 Date
MIKE BORGES, Chief Escalon Police Department	7/15/15 Date
TOD PATTERSON, Interim Chief Lodi Police Department	071515 Date
Approved as to form _____ **City Attorney**	
STEVE SCHWABAUER, City Manager Lodi Police Department	Date
NICK OBLIGACION, Chief Manteca Police Department	7/15/15 Date
EDWARD ORMONDE, Chief Ripon Police Department	7-15-15 Date
TORI VERBER SALAZAR, District Attorney San Joaquin County District Attorney's Office	7/15/15 Date
STEPHANIE L. JAMES, Chief Probation Officer San Joaquin County Probation Department	7/15/15 Date

XIV. SIGNATURES - Continued

The undersigned represent that they have the authority to execute this agreement on behalf of their respective agencies; and, in signing this formal agreement, represent concurrence with and support of the Delta Regional Auto Theft Team as set forth in this agreement and for the period and purposes as stated herein.

STEVE MOORE, Sheriff San Joaquin County Sheriff's Office	7-15-15 Date
ERIC JONES, Chief Stockton Police Department	Date
Kurt O. Wilson, City Manager Stockton Police Department	Date
GARY R. HAMPTON, Chief Tracy Police Department	Date
TROY BROWN, City Manager Tracy Police Department	Date

RESOLUTION NO. 2015-____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LODI POLICE DEPARTMENT AND THE DELTA REGIONAL AUTO THEFT TEAM

==========

WHEREAS, in an effort to suppress vehicle theft crimes and address mounting public concern, the California Legislature passed into law Senate Bill 2139 (Vehicle Code Section 9250.14); and

WHEREAS, on February 4, 1992, the San Joaquin County Board of Supervisors passed and adopted a resolution pursuant to Vehicle Code Section 9250.14 to fund local agency programs that combat vehicle theft; and

WHEREAS, on July 1, 1996, a Memorandum of Understanding was entered into between the San Joaquin County Chiefs of Police, Sheriff's Office, District Attorney's Office, and the California Highway Patrol to establish the San Joaquin County Auto Theft Task Force, later renamed the Delta Regional Auto Theft Team (Delta RATT); and

WHEREAS, the Memorandum of Understanding outlines the participation, which the Lodi Police Department has participated in since 1996, with one full-time police officer assigned to the auto theft team; and

WHEREAS, as allocated by the Executive Board, a portion of the salary and benefits of the Lodi Police Department detective assigned to the team is reimbursed by the Auto Theft Team fund. The Memorandum of Understanding outlines the participation and requirements of the City and the Delta Regional Auto Theft Team; and

WHEREAS, the purpose of this action is to formalize the long-standing partnership with Delta RATT.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Memorandum of Understanding between the City of Lodi Police Department and the Delta Regional Auto Theft Team.

Dated: August 19, 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 August 19, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAIOLO
City Clerk

AGENDA ITEM I-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Introduce Ordinance to Modify the Existing Zoning Code to Allow Transitional and Supportive Housing in All Zones Where Residential Housing is an Allowed Use, Subject to the Provisions of Other Laws or Ordinances.

MEETING DATE: August 19, 2015

PREPARED BY: Community Development Department

RECOMMENDED ACTION: Introduce an ordinance to modify the existing Zoning Code to allow transitional and supportive housing in all zones where residential housing is an allowed use, subject to the provisions of other laws or ordinances.

BACKGROUND INFORMATION: The City of Lodi is currently updating its General Plan Housing Element. This is a document the City Council will review and ultimately approve in the upcoming months. As part of this update, staff is reviewing all State Law updates and changes that affect housing and any modifications to the Zoning Code that are needed.

In 2014 the State updated requirements for transitional and supportive housing. This update requires that transitional and supportive housing be permitted in all zones residential housing is allowed.

Within section 17.18.030 - Table 2-4, transitional and supportive housing is only allowed in the Medium and High Density zoning districts. State law requires transitional and supportive housing be allowed in all districts where residential housing is allowed. This would include modifying the Development Code to also allow transitional and supportive housing in the Low Density Residential, Mixed Use Corridor, Downtown Mixed Use and Mixed Use Center zoning districts.

The Department of Housing and Community Development defines "Transitional Housing" as buildings configured as short term programed rental housing. Transitional housing is treated the same as a residential use in a residential zone. This is typically short term housing that helps an individual transfer to living on their own without additional services provided.

“Supportive Housing” is typically for the elderly, persons with disabilities, including a developmental disability, large families, farmworkers, families with female heads of households, and families and persons in need of emergency shelter. Supportive housing is typically linked to onsite or offsite services that assist the resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community

A memo from the Department of Housing and Community Development is included as Attachment 1.

The Planning Commission considered this item at the July 22, 2015 meeting and recommended that the City Council amend the Zoning Code to allow transitional and supportive housing in all zones where residential housing is an allowed use. The resolution is Attachment 2.

APPROVED: _____

Stephen Schwabauer, City Manager

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Steve Schwabauer
Community Development Director

Attachments:
1. Memo from HCD
2. Planning Commission Resolution
3. Draft Ordinance

Attachment 1

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY EDMUND G. BROWN JR., *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

MEMORANDUM

DATE: April 24, 2014

TO: Planning Directors and Interested Parties

FROM: Lisa Bates, Deputy Director
Division of Housing Policy Development

SUBJECT: **Transitional and Supportive Housing**
Chapter 183, Statutes of 2013 (SB 745)

This memorandum is to update local decision makers on recent amendments to housing element law (Government Code Section 65582) related to transitional and supportive housing zoning requirements. In 2007, SB 2 (Chapter 633, Statutes of 2007) revised housing element law requiring that transitional and supportive housing be permitted as a residential use, subject only to restrictions that apply to other residential dwellings of the same type in the same zone. SB 745, which took effect on January 1, 2014, generally amends the Section 65582 of the Government Code to replace prior Health and Safety Code definitions of "supportive housing," "target population," and "transitional housing" with definitions now more specific to housing element law.

Previously, definitions for "supportive housing," target population," and "transitional housing" were found in subdivision (b) of Section 50675.14, subdivision (3)(a) of Section 50675.14 and subdivision (h) of Section 50675.2 of the Health and Safety Code, respectively. SB 745 deletes reference to these sections and creates new definitions in Government Code Section 65582.

The intent for this change is to remove cross references in Government Code Section 65582 to the definitions of "supportive housing" and "transitional housing" that are used in the statues governing the Multifamily Housing Program (MHP) and replace them with the current definitions that are used for the purposes of zoning applicable at the time SB 2 (Cedillo, Chapter 633, Statues of 2007) passed. For your assistance, the specific language of SB745 that amends Section 65582 of the Government Code is included in Attachment A.

For a full copy of the statute, please refer to http://leginfo.legislature.ca.gov/.

For more information regarding transitional and supportive housing, see the Department's *Building Blocks'* website at http://www.hcd.ca.gov/hpd/housing_element2/SIA_variety.php. If you have any questions, please contact Paul McDougall, Housing Policy Manager, at 916-263-7420.

ATTACHMENT A
Changes to State Housing Element Law
AB 745 (Chapter 183, Statutes of 2013)

Government Code Section 65582

SB 745 (Changes in underline)

As used in this article, the following definitions apply:

(a) "Community," "locality," "local government," or "jurisdiction" means a city, city and county, or county.

(b) "Council of governments" means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 1 of Title 1.

(c) "Department" means the Department of Housing and Community Development.

(d) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801 of the Health and Safety Code.

(e) "Housing element" or "element" means the housing element of the community's general plan, as required pursuant to this article and subdivision (c) of Section 65302.

(f) "Supportive housing" means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

(g) "Target population" means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

(h) "Transitional housing" means buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance.

RESOLUTION NO. P.C. 15-14

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LODI RECOMMENDING THE CITY COUNCIL AMEND THE ZONING CODE TO ALLOW TRANSITIONAL AND SUPPORTIVE HOUSING BE PERMITTED IN ALL ZONES RESIDENTIAL HOUSING IS ALLOWED.

WHEREAS, the Planning Commission of the City of Lodi has heretofore held a duly noticed public hearing, as required by law, on the requested determination, in accordance with the California Government Code Section 65402.(a); and

WHEREAS, the project proponent is City of Lodi, 221 West Pine Street, Lodi, CA 95240; and

WHEREAS, In 2014, the State of California updated requirements for transitional and supportive housing. This update requires that transitional and supportive housing be permitted in all zones residential housing is allowed; and

WHEREAS, Within section 17.18.030 - Table 2-4 of the current City of Lodi development code, transitional and supportive housing is only allowed in the Medium and High Density Residential zoning districts; and

WHEREAS, "Transitional housing" means building configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months. Transitional housing is treated the same as a residential use in a residential zone.

WHEREAS, Proposed modifications to the development code would also allow transitional and supportive housing in the Low Density Residential, Mixed Use Corridor, Downtown Mixed Use and Mixed Use Center zoning districts; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

Based upon the evidence in the staff report and project file, the Planning Commission of the City of Lodi makes the following findings:

1. The project was found to be Categorically Exempt according to the California Environmental Quality Act, Article 19 §15321, Class 21 (a) (2). The project is classified as an "Enforcement action by regulatory agencies" because it is the "adoption of an administrative decision or order enforcing or revoking the lease, permit, license, certificate, or entitlement for use or enforcing the general rule, standard, or objective." No significant environmental impacts are anticipated and no mitigation measures are required.
2. Modifications to the development code would allow transitional and supportive housing in the Low Density Residential, Mixed Use Corridor, Downtown Mixed Use and Mixed Use Center zoning districts and will be consistent with the development standards of the adopted General Plan and will be subject to Zoning regulations.
3. The modifications to the zoning code will be consistent with State law.
4. Modifications to the development code would be subject to the provisions of other laws or ordinances and will not be detrimental to the health, safety or general welfare of persons residing or working in the City or be detrimental or injurious to the health, safety, peace or general welfare of the City.

NOW, THEREFORE, BE IT DETERMINED AND RESOLVED by the Planning Commission of the City of Lodi that the following proposed language be recommended for approval and adoption by the City Council and included in the municipal code as follows:

Section 17.18.030 - Table 2-4

Transitional and Supportive Housing – allowed use in Low Density Residential, Medium Density Residential and High Density Residential zoning districts.

Section 17.22.030 – Table 2-8

Transitional and Supportive Housing – allowed use in Downtown Mixed Use, Mixed Use Center and Mixed Use Corridor zoning districts.

Dated: July 22, 2015
I certify that Resolution No. 15-14 was passed and adopted by the Planning Commission of the City of Lodi at a regular meeting held on July 22, 2015 by the following vote:

AYES: Commissioners: Cummins, Heinitz, Olson, Slater and Chair Kiser

NOES: Commissioners: None

ABSENT: Commissioners: Hennecke and Kirsten

ATTEST_____
Secretary, Planning Commission

ORDINANCE NO. ____

AN ORDINANCE OF THE LODI CITY COUNCIL AMENDING LODI MUNICIPAL CODE CHAPTER 17.18 RESIDENTIAL ZONING DISTRICTS BY REPEALING AND REENACTING SECTION 17.18.030 – "RESIDENTIAL ZONING DISTRICT LAND USES AND PERMIT REQUIREMENTS", AND REPEALING AND REENACTING SECTION 17.22.030 – "MIXED USE ZONING DISTRICTS LAND USES AND PERMIT REQUIREMENTS" IN THEIR ENTRETY

==========

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

Section 1. Lodi Municipal Code Section 17.18.030 – Residential Zoning District Land Uses and Permit Requirements - is hereby repealed and reenacted in its entirety, and shall read as follows:

Table 2-4 identifies the uses of land allowed by this development code in each residential zoning district, and the land use permit required to establish each use, in compliance with Section 17.12.030 (Allowable Land Users and Permit Requirements).

Note: Where the last column in the tables ("Specific Use Regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this development code may also apply.

TABLE 2-4 **Residential Zones – Allowed Uses**	**A**	**Allowed Use**
	UP	**Use Permit Required**
	MUP	**Minor Use Permit Required**
	—	**Use Not Allowed**

LAND USE	**PERMIT REQUIRED BY DISTRICT**			**Specific Use Regulations**
	RLD	**RMD**	**RHD**	
AGRICULTURE & OPEN SPACE				
Production of crops	A	A	A	
RECREATION, EDUCATION, & PUBLIC ASSEMBLY USES				
Community centers	UP	UP	UP	
Health/fitness facility	—	—	UP	
Libraries, museums, galleries	UP	UP	UP	
Parks and playgrounds	UP	UP	UP	
Religious facilities	UP	UP	UP	
Schools – private	UP	UP	UP	
RESIDENTIAL USES				
Accessory uses (Residential)	A	A	A	17.36.120
Caretaker quarters	—	A	A	
Home occupations	MUP	MUP	MUP	17.36.060
Live/work projects	—	UP	UP	
Mobile home/RV park	—	—	UP	17.36.070
Multi-family dwellings (3 or more units)	—	A	A	
Seasonal Farmworker Housing	—	A	A	
Second dwelling units	A	A	A	17.36.130
Single family dwellings	A	UP	UP	
Transitional and Supportive Housing	A	1 A	A	
Two family dwellings	—	A	A	

TABLE 2-4 Residential Zones – Allowed Uses	A	Allowed Use
	UP	Use Permit Required
	MUP	Minor Use Permit Required
	—	Use Not Allowed

LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	RLD	RMD	RHD	
RETAIL TRADE				
Animal keeping	A	A	A	Municipal Code Chapter 6
SERVICES				
Community Care Facilities				
Residential care facility (6 or fewer)	A	A	A	17.36.040
Residential care facility (7 or more)	—	UP	UP	17.36.040
Small family day care home (up to 8)	A	A	A	17.36.030
Large family day care home (9 to 14)	MUP	MUP	MUP	17.36.030
Day care center	—	—	UP	17.36.030

Section 2. Lodi Municipal Code Section 17.22.030 – Mixed Use Zoning Districts Land Uses and Permit Requirements - is hereby repealed and reenacted in its entirety to read as follows:

Table 2-8 identifies the uses of land allowed by this development code in the mixed use zoning districts, and the land use permit required to establish each use, in compliance with Section 17.12.030 (Allowable Land Uses and Permit Requirements).

Note: Where the last column in the tables ("specific use regulations") includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of this development code may also apply.

TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements	A	Allowed Use
	UP	Use Permit Required
	MUP	Minor Use Permit Required
	—	Use Not Allowed

LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	DMU	MCE	MCO	
AGRICULTURE AND OPEN SPACE				
Production of Crops	—	—	A	
RECREATION, EDUCATION, & PUBLIC ASSEMBLY USES				
Clubs, lodges, & membership halls	UP	UP	—	
Community centers	A	A	A	
Health/fitness facilities	UP	UP	UP	
Indoor amusement/entertainment facilities	UP	UP	UP	
Indoor sports facilities	UP	UP	UP	
Libraries, museums, galleries	A	A	A	
Parks and playgrounds	—	UP	—	
Religious facilities	—	—	UP	

TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements	A	Allowed Use
	UP	Use Permit Required
	MUP	Minor Use Permit Required
	—	Use Not Allowed

LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	DMU	MCE	MCO	
Schools – Private	—	UP	UP	
Schools - Specialized education and training	A	A	A	
Studios - Art, dance, martial arts, music, etc.	UP	UP	UP	
Theaters and auditoriums	UP	—	—	
RESIDENTIAL USES				
Accessory uses (Residential)	A	A	A	17.36.120
Home occupations	MUP	MUP	MUP	17.36.060
Live/work projects	A	A	A	
Multi-family dwellings (3 or more units)	A	A	A	
Single family dwellings	—	—	UP	
Transitional and Supportive Housing	**A**	**A**	**A**	
Two family dwellings (Duplex)	—	—	A	
RETAIL TRADE				
Accessory retail uses	A	A	A	
Alcoholic beverage sales, off-site	UP	UP	UP	
Alcoholic beverage sales, on-site	UP	UP	UP	
Animal sales and grooming	A	A	A	
Art, antique, collectible, and gift stores	A	A	A	
Auto parts sales	A	A	A	
Auto sales and rental	—	—	A	
Building material stores	A	A	A	
Construction/heavy equipment sales and rental	—	—	A	
Convenience stores	UP	UP	A	
Drive-in and drive-through sales and services	—	—	UP	
Furniture, furnishings & appliance stores	A	A	A	
Gas stations	—	—	UP	
General retail sales	A	A	A	
Grocery stores	A	A	A	
Mobile home and RV sales	—	—	A	
Night clubs, bars, and cardrooms	UP	UP	UP	
Plant nurseries and garden supply stores	—	—	A	
Restaurants	A	A	A	
Warehouse retail	—	—	A	
SERVICES – BUSINESS, FINANCIAL, PROFESSIONAL				
Automated teller machines (ATMs)	A	A	A	

TABLE 2-8 Mixed Use - Allowed Uses and Permit Requirements	A	Allowed Use
	UP	Use Permit Required
	MUP	Minor Use Permit Required
	—	Use Not Allowed

LAND USE	PERMIT REQUIRED BY DISTRICT			Specific Use Regulations
	DMU	MCE	MCO	
Banks and financial services	A	A	A	
Business support services	A	A	A	
Medical - Clinics, offices, and laboratories	A	A	A	
Medical - Extended care	—	—	A	
Medical – Hospitals	—	—	A	
Offices	A	A	A	
Professional Services	A	A	A	
SERVICES				
Audio & video rental	A	A	A	
Auto repair and maintenance	—	—	UP	
Car wash	—	—	UP	
Community care facilities				
Residential care facility (6 or fewer)	—	—	UP	17.36.040
Day care center	UP	UP	UP	17.36.030
Hotels and motels	UP	UP	UP	
Mortuaries & funeral homes	UP	—	A	
Personal services	A	A	A	
Pharmacies	A	A	A	
Storage – indoor	—	—	UP	
Upholstering shops	—	—	UP	
Veterinary clinics, outpatient treatment only	—	—	A	
Veterinary clinics, animal hospitals, kennels	—	—	UP	
INDUSTRIAL, MANUFACTURING & PROCESSING, WHOLESALING				
Recycling facilities				
Small collection facility	—	—	MUP	17.36.110
TRANSPORTATION, COMMUNICATIONS & INFRASTRUCTURE USES				
Broadcast studios	UP	UP	UP	
Parking facilities/vehicle storage	—	—	UP	

Section 3. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby

declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

Section 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 6. This ordinance shall be published one time in the "Lodi News Sentinel," a newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect October 2, 2015, which date is at least 30 days after the passage of this ordinance.

Approved this ____ day of _____, 2015

_____
BOB JOHNSON
Mayor

Attest:

_____
JENNIFER M. FERRAIOLO
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held August 19, 2015, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

_____
JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

By:_____
JANICE D. MAGDICH
City Attorney

AGENDA ITEM J-01

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1908 Entitled, "An Ordinance of the Lodi City Council Adopting a Development Agreement Reducing Community Facilities District Special Taxes and Waiving Vesting Map Rights for the Reynolds Ranch Subdivision"

MEETING DATE: August 19, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1908.

BACKGROUND INFORMATION: Ordinance No. 1908 entitled, "An Ordinance of the Lodi City Council Adopting a Development Agreement Reducing Community Facilities District Special Taxes and Waiving Vesting Map Rights for the Reynolds Ranch Subdivision," was introduced at the regular meeting of August 5, 2015.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov't Code § 36934***.

Ordinances take effect 30 days after their final passage. ***Cal. Gov't Code § 36937***.

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

N:\Administration\CLERK\Council\COUNCOM\Ordinance2.DOC

ORDINANCE NO. 1908

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI ADOPTING A DEVELOPMENT AGREEMENT REDUCING COMMUNITY FACILITIES DISTRICT SPECIAL TAXES AND WAIVING VESTING MAP RIGHTS FOR THE REYNOLDS RANCH SUBDIVISION

(DEVELOPMENT AGREEMENT – REYNOLDS RANCH SUBDIVISION)

==========

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. The properties subject to this Development Agreement include the following: Property south of Harney Lane and west of Reynolds Ranch Parkway, Lodi, California 95240 (APN: 058-650-04)

SECTION 2. The applicant for the Development Agreement is as follows: Skinner Ranch Holdings, L.P., c/o Mr. Dale Gillespie.

SECTION 3. The requested Development Agreement is summarized as follows:

> Development Agreement (Reynolds Ranch Subdivision) is an agreement between the City and the developer, in which the developer agrees to waive the vested right to pay Development Impact Mitigation Fees according to the Impact Mitigation Fee Program Schedule adopted by Resolution No. 2012-142 for all units for which building applications are submitted on or after June 17, 2019 or construction is not completed by December 17, 2019. The City agrees to amend the tax formula to reduce the special taxes levied against the properties subject to the Development Agreement. The term of the Development Agreement is twenty (20) years.

SECTION 4. The City Council hereby finds that the proposed Development Agreement is consistent with the General Plan land use designation and the zoning for the proposed development.

SECTION 5. The City Council certified an Environmental Impact Report ("EIR") for the Reynolds Ranch on August 30, 2006 (State Clearinghouse No. 2006012113). The project is consistent with the Reynolds Ranch EIR and no further environmental review is required pursuant to CEQA Guidelines section 15162. Further, City Council certified an EIR for the City of Lodi General Plan on April 7, 2010 (State Clearinghouse No. 20009022075). The project is consistent with the General Plan density and none of the circumstances in CEQA Guidelines section 15183 requiring further environmental review exists. Therefore, no further environmental review is required.

SECTION 6. The City Council hereby adopts Ordinance No. 1908 approving the Development Agreement by and between the City of Lodi and Skinner Ranch Holdings, L.P., attached herein as Exhibit A.

SECTION 7. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 8. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the

ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 9. This ordinance shall take effect thirty (30) days from and after its adoption. The ordinance summary shall be published in the Lodi News Sentinel, a newspaper of general circulation published and circulated in the City of Lodi. A certified copy of this ordinance is available for review in the City Clerk's office located at 221 West Pine Street, Lodi, California.

Approved this ___ day of _____, 2015

_____
BOB JOHNSON
Mayor

Attest:

_____
JENNIFER M. FERRAIOLO
City Clerk

==========

State of California
County of San Joaquin, ss.

I, Jennifer Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1908 was introduced at a regular meeting of the City Council of the City of Lodi held August 5, 2015 and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1908 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

EXHIBIT A

DEVELOPMENT AGREEMENT
REYNOLDS RANCH SUBDIVISION

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Lodi
P.O. Box 3006
Lodi, CA 95241-19910
ATTN: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN THE CITY OF LODI

AND SKINNER RANCH HOLDINGS, LP

FOR THE REYNOLDS RANCH SUBDIVISION

DEVELOPMENT AGREEMENT FOR SKINNER RANCH HOLDINGS, LP
REYNOLDS RANCH SUBDIVISION

This Development Agreement ("Agreement") is entered into as of this ___ day of August 2015, by and between the CITY OF LODI, a municipal corporation ("City"), and SKINNER RANCH HOLDINGS, LP ("Landowner"). City and Landowner are hereinafter collectively referred to as "Parties" and singularly as "Party."

RECITALS

1. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code section 65854, et seq., which authorizes the City and any person having a legal or equitable interest in real property to enter into a development agreement, establishing certain development rights in the property, which is the subject of the development project application.

2. Property. Landowner holds a legal or equitable interest in certain real property located in the City of Lodi, County of San Joaquin, more particularly described in Exhibit A-1 and depicted in Exhibit A-2, attached hereto ("Property"). Landowner represents that all persons holding a legal or equitable interest in the Property shall be bound by this Agreement.

3. Project Approvals. Landowner has obtained various approvals from the City for a development known as Reynolds Ranch ("Project") on the Property. These approvals include the following:

3.1 City Council Resolution No. 2010-41, adopted by the City Council on April 7, 2010, approving the land use designation as Medium-Density Residential, High-Density Residential, Industrial and Open Space for the Project site.

3.2 City Council Ordinance No. 1869, effective March 21, 2013, granting Planned Development Zone P-E(39) to allow Medium-Density Residential, High-Density Residential, and Open Space for the Project site.

3.3 Reynolds Ranch Final EIR, State Clearinghouse No. 2006012113, certified by the City Council on August 30, 2006 and an addendum to the Final EIR, certified on September 17, 2008.

3.4 Resolution No. 14-19, adopted by the Planning Commission of the City of Lodi on June 25, 2014, approving the Vested Subdivision Map for the Reynolds Ranch Subdivision.

3.5 City Council Ordinance No. 1785, approving a development agreement applicable to the Property, as well as other adjacent properties. City Council Ordinance No. 1865, effective November 16, 2012, rescinded Ordinance No. 1785, terminating the development agreement, except for those terms surviving the termination, including the August 26, 2006 Settlement Agreement between San Joaquin Valley Land Company LLC, Citizens for Open Government, and the City ("2006 Settlement Agreement").

In addition, the Property is part of Community Facilities District No. 2007 1 (Public Services) formed to provide certain services to the Property.

4. Public Hearing. On June 10, 2015, the Planning Commission of the City of Lodi, acting pursuant to Government Code section 65857, held a hearing to consider this Agreement and the Planning Commission action has been reported to the City Council.

5. Development Agreement Resolution Compliance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Resolution of the City of Lodi, as set forth in the City Council Resolution No. 2005-237 for the consideration and approval of the pre-annexation and development agreement.

6. Findings of Consistency. Having duly examined and considered this Agreement and having held a properly noticed public hearing hereon, the City found that this Agreement satisfies Government Code section 65867.5 related to general plan consistency and Section 66473.7 related to water supply.

AGREEMENT

1. Incorporation of Recitals. The preamble, the Recitals, and the defined terms set forth in both are incorporated into this Agreement as if set forth herein in full.

2. Description of the Property. The property, which is the subject of this Agreement, is described in Exhibit A-1 and depicted in Exhibit A-2, attached hereto ("Property").

3. Interest of the Landowner. Landowner has a legal or equitable interest in the Property. Landowner represents that all persons holding a legal or equitable interest in the Property shall be bound by this Agreement.

4. Relationship of City and Landowner. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Landowner joint ventures or partners.

5. Effective Date and Term.

5.1 The effective date of this Agreement ("Effective Date") is _____, 2015, which is the Effective Date of City Ordinance No. _____ adopting this Agreement.

5.2 Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of twenty (20) years. This Agreement does not extend the life of the tentative map. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of this Agreement shall not terminate any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement nor the obligations of Landowner with respect to Community Facilities District 2007 1 (Public Services).

6. Permitted Uses. The permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes are those set forth in the City Council Resolution No. 2010-41 approving the land use designations for the Project site, City Council Ordinance No. 1869, granting Planned Development Zone P-E(39), and Resolution No. 14-19 approving the

Vested Subdivision Map for the Reynolds Ranch Subdivision, all subject to the terms of the 2006 Settlement Agreement.

7. Fees and Taxes.

7.1 Existing Fees, Exactions, and Dedications. City Council Resolution No. 14-19, paragraph 81(b), obligates Landowner to pay Development Impact Mitigation Fees according to the Public Works Fee and Service Charge Schedule. Landowner shall have the vested right to satisfy the obligation of Paragraph 81(b) by paying the Development Impact Mitigation Fees according to the Impact Mitigation Fee Program Schedule adopted by Resolution No. 2012-142 ("Resolution No. 2012-14 Fees") for all units for which building permit applications are submitted on or before June 17, 2019 and construction is completed by December 17, 2019. For all units for which building permit applications are submitted on or after June 17, 2019 or construction is not completed by December 17, 2019, Landowner waives the right to pay the Resolution No. 2012-14 Fees and agrees to pay the Development Impact Mitigation Fees according to the Impact Mitigation Fee Schedule in effect at the time the certificate of occupancy is issued. This waiver is subject to the condition subsequent that the City Council action on the Community Facilities District Fees contemplated in Paragraph 7.2 is completed according to the terms set forth therein. This waiver survives the termination of this Agreement.

7.2 Community Facilities District. Reynolds Ranch is part of Community Facilities District 2007 1 (Public Services). The City will institute proceedings to amend the tax formula to reduce the special taxes levied against the parcels on the Property. The base rate for the special tax will be reduced to $500 per year for single-family homes and $145.83 per year for multi-family homes and the annual index will be reduced to two percent (2%). Landowner agrees to vote in favor of the special tax. The special tax shall be initiated for all residential dwelling units for which a building permit is issued, and shall commence to be levied beginning the subsequent fiscal year after the building permit is issued. A vote by Landowner against the special tax or a vote to repeal the special tax shall constitute an event of default under this Agreement. The provisions of this paragraph will not survive an event of default.

7.3 Reimbursement. Landowner shall reimburse City for all staff time and legal time expended in implementing the fee reductions set forth in this section 7. City shall invoice Landowner on a monthly basis and Landowner shall pay invoices within thirty (30) days of receipt.

8. Amendment or Cancellation. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of state law and the Lodi Municipal Code ("LMC"). Except as otherwise permitted herein, this Agreement may be cancelled in whole or in part only by the mutual consent of the Parties and their successors in interest, in accordance with the provisions of the LMC. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

9. Annual Review. This Agreement shall be reviewed annually in conformance with LMC section 17.44.080 of the Municipal Code. Costs of Annual Review shall be paid by Landowner in accordance with City's schedule of fees and billing rates in effect at the time of review.

10. Default. Subject to any applicable extension of time, failure by any Party to substantially perform any term or provision of this Agreement required to be performed by such

Party shall constitute a material event of default ("Event of Default"). For purposes of this Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of an Event of Default unless such Complaining Party first gives notice to the Party in Default and the Party in Default fails to cure such Event of Default within thirty (30) days of the Complaining Party giving notice.

11. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to any person, entity or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

13. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

14. Agreement Runs with the Land. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its Property hereunder and each other person succeeding to an interest in such properties.

15. Bankruptcy. The obligations of this Agreement shall not be dischargeable in Bankruptcy.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin)

On July 9, 2015 before me, Diane D. Woods, a notary public
(insert name and title of the officer)

personally appeared Barton R. Robertson,
who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

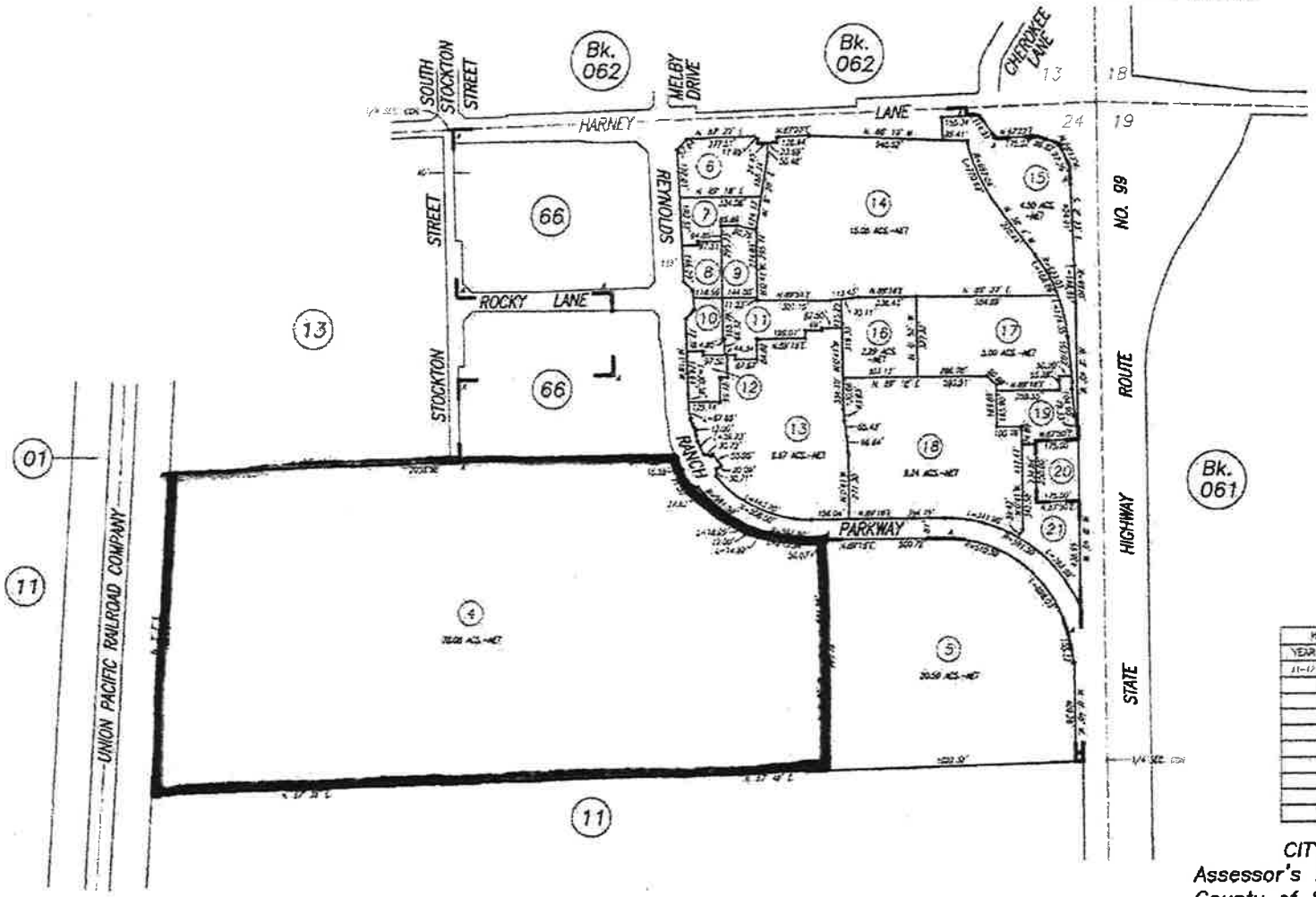
DIANE D. WOODS
Commission # 2081006
Notary Public - California
San Joaquin County
My Comm. Expires Oct 5, 2018

Exhibit A-1

POR. SEC. 24 T.3N. R.6E., M.D.B.&M.

THIS MAP IS FOR ASSESSMENT USE ONLY

058–65



HIGHEST 4 P.N USED			
YEAR	PAR. #	PAR. #	PAR. #
11-12	4		

CITY OF LODI
Assessor's Map Bk.058 Pg.65
County of San Joaquin, Calif.

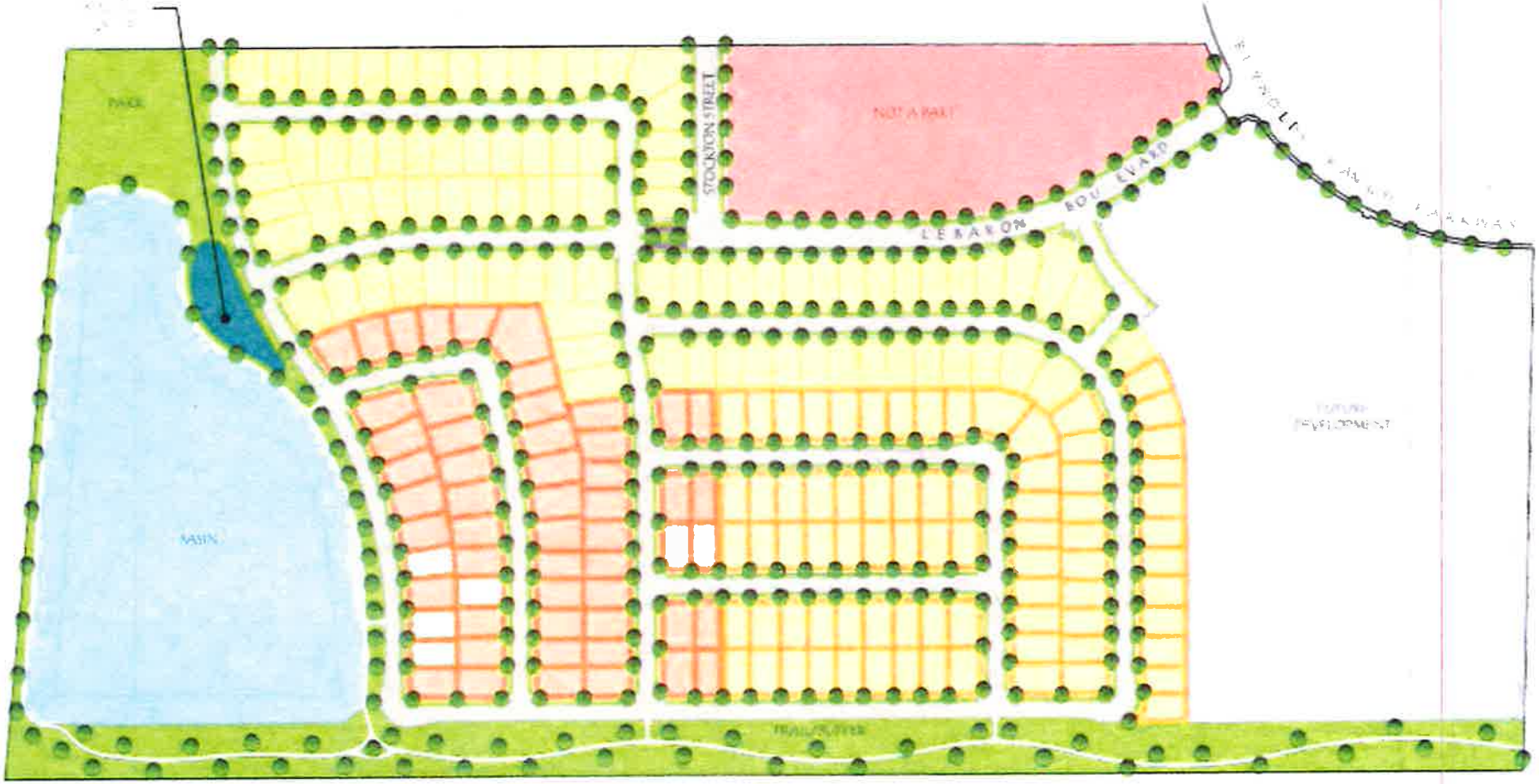
11-12

A – P. M. Bk. 25 Pg. 086

NOTE: Assessor's Parcel Numbers Shown in Circles.
Assessor's Block Numbers Shown in Ellipses

Exhibit A-1

Exhibit A-2



Reynolds Ranch
227 MLD, 330 RHD

AGENDA ITEM J-02

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1909 Entitled, "An Ordinance of the Lodi City Council Adopting a Development Agreement Reducing Community Facilities District Special Taxes and Waiving Vesting Map Rights for the Rose Gate Subdivision"

MEETING DATE: August 19, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1909.

BACKGROUND INFORMATION: Ordinance No. 1909 entitled, "An Ordinance of the Lodi City Council Adopting a Development Agreement Reducing Community Facilities District Special Taxes and Waiving Vesting Map Rights for the Rose Gate Subdivision," was introduced at the regular meeting of August 5, 2015.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov't Code § 36934***.

Ordinances take effect 30 days after their final passage. ***Cal. Gov't Code § 36937***.

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

N:\Administration\CLERK\Council\COUNCOM\Ordinance3.DOC

ORDINANCE NO. 1909

AN ORDINANCE OF THE LODI CITY COUNCIL ADOPTING A DEVELOPMENT AGREEMENT REDUCING COMMUNITY FACILITIES DISTRICT SPECIAL TAXES AND WAIVING VESTING MAP RIGHTS FOR THE ROSE GATE SUBDIVISION

(DEVELOPMENT AGREEMENT – ROSE GATE SUBDIVISION)

==========

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. The properties subject to this Development Agreement include the following: 2875 West Lodi Avenue, Lodi, California, 95240 (APN: 029-380-05)

SECTION 2. The applicant for the Development Agreement is as follows: W. L. Investors, L. P.

SECTION 3. The requested Development Agreement is summarized as follows:

> Development Agreement (Rose Gate Subdivision) is an agreement between the City and the developer, in which the developer agrees to waive the vested right to pay Development Impact Mitigation Fees according to the Impact Mitigation Fee Program Schedule adopted by Resolution No. 2012-142 for all units for which building applications are submitted on or after June 17, 2018 or construction is not completed by December 17, 2018. The City agrees to amend the tax formula to reduce the special taxes levied against the properties subject to the Development Agreement. The term of the Development Agreement is twenty (20) years.

SECTION 4. The City Council hereby finds that the proposed Development Agreement is consistent with the General Plan land use designation and the zoning for the proposed development.

SECTION 5. The City Council certified an Environmental Impact Report ("EIR") for the Lodi Annexation on March 21, 2007 (State Clearinghouse No. 2005092096). The project is consistent with the Lodi Annexation EIR and none of the circumstances in CEQA Guidelines section 15162 requiring further environmental review are present. Further, City Council certified an EIR for the City of Lodi General Plan on April 7, 2010 (State Clearinghouse No. 20009022075). The project is consistent with the General Plan density and none of the circumstances in CEQA Guidelines section 15183 requiring further environmental review exists. Therefore, no further environmental review is required pursuant to CEQA Guidelines section 15183.

SECTION 6. The City Council hereby adopts Ordinance No. 1909 approving the Development Agreement by and between the City of Lodi and W. L. Investors, L. P., attached herein as Exhibit A.

SECTION 7. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 8. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 9. This ordinance shall take effect thirty (30) days from and after its adoption. The ordinance summary shall be published in the Lodi News Sentinel, a newspaper of general circulation published and circulated in the City of Lodi. A certified copy of this ordinance is available for review in the City Clerk's office located at 221 West Pine Street, Lodi, California.

Approved this __ day of _____, 2015

_____
BOB JOHNSON
Mayor

Attest:

_____
JENNIFER M. FERRAIOLO
City Clerk

==========

State of California
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1909 was introduced at a regular meeting of the City Council of the City of Lodi held August 5, 2015 and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1909 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER FERRAIOLO
City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney

EXHIBIT A

DEVELOPMENT AGREEMENT
ROSE GATE SUBDIVISION

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Lodi
P.O. Box 3006
Lodi, CA 95241-19910
ATTN: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN THE CITY OF LODI

AND W.L. INVESTORS, L.P.

FOR THE ROSE GATE SUBDIVISION

DEVELOPMENT AGREEMENT FOR FRONTIER COMMUNITY BUILDERS
ROSE GATE SUBDIVISION

This Development Agreement ("Agreement") is entered into as of this ___ day of August 2015, by and between the CITY OF LODI, a municipal corporation ("City"), and W.L. INVESTORS, L.P.. a California limited partnership ("Landowner"). City and Landowner are hereinafter collectively referred to as "Parties" and singularly as "Party."

RECITALS

1. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code section 65854, et seq., which authorizes the City and any person having a legal or equitable interest in real property to enter into a development agreement, establishing certain development rights in the property, which is the subject of the development project application.

2. Property. Landowner holds a legal or equitable interest in certain real property located in the City of Lodi, County of San Joaquin, more particularly described in Exhibit A-1 and depicted in Exhibit A-2, attached hereto ("Property"). Landowner represents that all persons holding a legal or equitable interest in the Property shall be bound by this Agreement.

3. Project Approvals. Landowner has obtained various approvals from the City for a residential development known as Rose Gate ("Project") on the Property. These approvals include the following:

3.1 Resolution No. 2007-49, adopted by the City Council on March 21, 2007, approving the land use designation as Low-Density Residential for the Project site.

3.2 City Council Ordinance No. 1793, effective March 21, 2007, granting Planned Development Zone P-E(42) to allow single-family residential development for the Project site.

3.3 City Council Resolution No. 2007-48, certifying the Environmental Impact Report for the Project, State Clearinghouse No. 2005092096.

3.4 City Council Ordinance No. 1794, approving a development agreement applicable to the Rose Gate property, as well as other adjacent properties. City Council Ordinance No. 1862, effective October 19, 2012, rescinded Ordinance No. 1794, terminating the development agreement, except for those terms surviving the termination, including the December 4, 2007 Settlement Agreement between Frontier Community Builders, Inc., Citizens for Open Government, and the City ("2007 Settlement Agreement").

3.5 Resolution No. 13-17, adopted by the Planning Commission of the City of Lodi on October 9, 2013, approving the Vested Subdivision Map for the Rose Gate Subdivision.

In addition, the Property is part of Community Facilities District No. 2007-1 (Public Services) formed to provide certain services to the Property.

4. Public Hearing. On June 10, 2015, the Planning Commission of the City of Lodi, acting pursuant to Government Code section 65857, held a hearing to consider this Agreement and the Planning Commission action has been reported to the City Council.

5. Development Agreement Resolution Compliance. City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Resolution of the City of Lodi, as set forth in the City Council Resolution No. 2005-237 for the consideration and approval of the pre-annexation and development agreement.

6. Findings of Consistency. Having duly examined and considered this Agreement and having held a properly noticed public hearing hereon, the City found that this Agreement satisfies Government Code section 65867.5 related to general plan consistency and Section 66473.7 related to water supply.

AGREEMENT

1. Incorporation of Recitals. The preamble, the Recitals, and the defined terms set forth in both are incorporated into this Agreement as if set forth herein in full.

2. Description of the Property. The property, which is the subject of this Agreement, is described in Exhibit A-1 and depicted in Exhibit A-2, attached hereto ("Property").

3. Interest of the Landowner. Landowner has a legal or equitable interest in the Property. Landowner represents that all persons holding a legal or equitable interest in the Property shall be bound by this Agreement.

4. Relationship of City and Landowner. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Landowner joint ventures or partners.

5. Effective Date and Term.

5.1 The effective date of this Agreement ("Effective Date") is _____, 2015, which is the Effective Date of City Ordinance No. _____ adopting this Agreement.

5.2 Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of twenty (20) years. This Agreement does not extend the life of the tentative map. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of this Agreement shall not terminate any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement nor the obligations of Landowner with respect to Community Facilities District 2007-1 (Public Services).

6. Permitted Uses. The permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes are those set forth in City Council Resolution 2007-49 designating the Project site as Low-Density Residential, City Council Ordinance No. 1793 granting Planned Development Zone P-E(42), and Resolution No. 13-17 approving the Vested

Subdivision Map for the Rose Gate Subdivision, all subject to the terms of the 2007 Settlement Agreement.

7. Fees and Taxes.

7.1 Existing Fees, Exactions, and Dedications. City Council Resolution No. 13-17, paragraph 79(b), obligates Landowner to pay Development Impact Mitigation Fees according to the Public Works Fee and Service Charge Schedule. Landowner shall have the vested right to satisfy the obligation of Paragraph 79(b) by paying the Development Impact Mitigation Fees according to the Impact Mitigation Fee Program Schedule adopted by Resolution No. 2012-142 ("Resolution No. 2012-14 Fees") for all units for which building permit applications are submitted on or before April 1, 2018 and construction is completed by October 1, 2018. For all units for which building permit applications are submitted on or after April 1, 2018 or construction is not completed by October 1, 2018, Landowner waives the right to pay the Resolution No. 2012-14 Fees and agrees to pay the Development Impact Mitigation Fees according to the Impact Mitigation Fee Schedule in effect at the time the certificate of occupancy is issued. This waiver is subject to the condition subsequent that the City Council action on the Community Facilities District Fees contemplated in Paragraph 7.2 is completed according to the terms set forth therein. This waiver survives the termination of this Agreement.

7.2 Community Facilities District. Rose Gate is part of Community Facilities District 2007 1 (Public Services). The City will institute proceedings to amend the tax formula to reduce the special taxes levied against the parcels on the Property. The base rate for the special tax will be reduced to $500 per year for single-family homes and $145.83 per year for multi-family homes and the annual index will be reduced to two percent (2%). Landowner agrees to vote in favor of the special tax. The special tax shall be initiated for all residential dwelling units for which a building permit is issued, and shall commence to be levied beginning the subsequent fiscal year after the building permit is issued. A vote by Landowner against the special tax or a vote to repeal the special tax shall constitute an event of default under this Agreement. The provisions of this paragraph will not survive an event of default.

7.3 Reimbursement. Landowner shall reimburse City for all staff time and legal time expended in implementing the fee reductions set forth in this section 7. City shall invoice Landowner on a monthly basis and Landowner shall pay invoices within thirty (30) days of receipt.

8. Amendment or Cancellation. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of state law and the Lodi Municipal Code ("LMC"). Except as otherwise permitted herein, this Agreement may be cancelled in whole or in part only by the mutual consent of the Parties and their successors in interest, in accordance with the provisions of the LMC. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

9. Annual Review. This Agreement shall be reviewed annually in conformance with LMC section 17.44.080 of the Municipal Code. Costs of Annual Review shall be paid by Landowner in accordance with City's schedule of fees and billing rates in effect at the time of review.

10. Default. Subject to any applicable extension of time, failure by any Party to substantially perform any term or provision of this Agreement required to be performed by such Party shall constitute a material event of default ("Event of Default"). For purposes of this

Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of an Event of Default unless such Complaining Party first gives notice to the Party in Default and the Party in Default fails to cure such Event of Default within thirty (30) days of the Complaining Party giving notice.

11. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to any person, entity or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

13. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

14. Agreement Runs with the Land. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its Property hereunder and each other person succeeding to an interest in such properties.

15. Bankruptcy. The obligations of this Agreement shall not be dischargeable in Bankruptcy.

16. **Indemnification.** Landowner agrees to defend and hold harmless the City, its elected and appointed commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs), and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project.

17. **Third-Party Beneficiaries.** This Agreement is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

18. **Notices.** All notices required by this Agreement, the enabling legislation or the procedure adopted pursuant to Government Code Section 65865, shall be in writing and delivered in person or sent by certified mail, return receipt requested, postage prepaid.

Notice required to be given to City shall be addressed as follows:

CITY OF LODI
ATTN: City Manager
P.O. Box 3006
Lodi, CA 95241-1910

Notice required to be given to Landowner shall be addressed as follows:

W. L. INVESTORS, L.P.
ATTN: Tom Doucette
10100 Trinity Parkway, Suite 420
Stockton, CA 95219

19. **Form of Agreement; Recordation of Exhibits.** Except when this Agreement is automatically terminated due to the expiration of the term of this Agreement, City shall cause this Agreement, any amendment hereto, to be recorded, at Landowner's expense, with the San Joaquin County Recorder within ten (10) days of the Effective Date thereof. Any amendment to this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment. This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

20. **Further Assurances.** The Parties agree to execute such additional instruments and to take such actions as may be necessary to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, the City of Lodi, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the City Council of the City of Lodi on the 5th day of August 2015, and Landowner has caused this Agreement to be executed.

CITY OF LODI
a municipal corporation

By: _____
Stephen Schwabauer
City Manager

W. L. INVESTORS, L.P.
A California limited partnership

By: _____
Tom Doucette
President of Frontier Land Companies,
its general partner

ATTEST:

_____
Jennifer M. Ferraiolo, City Clerk

Approved as to form:

_____
Janice D. Magdich, City Attorney

Exhibit A-1

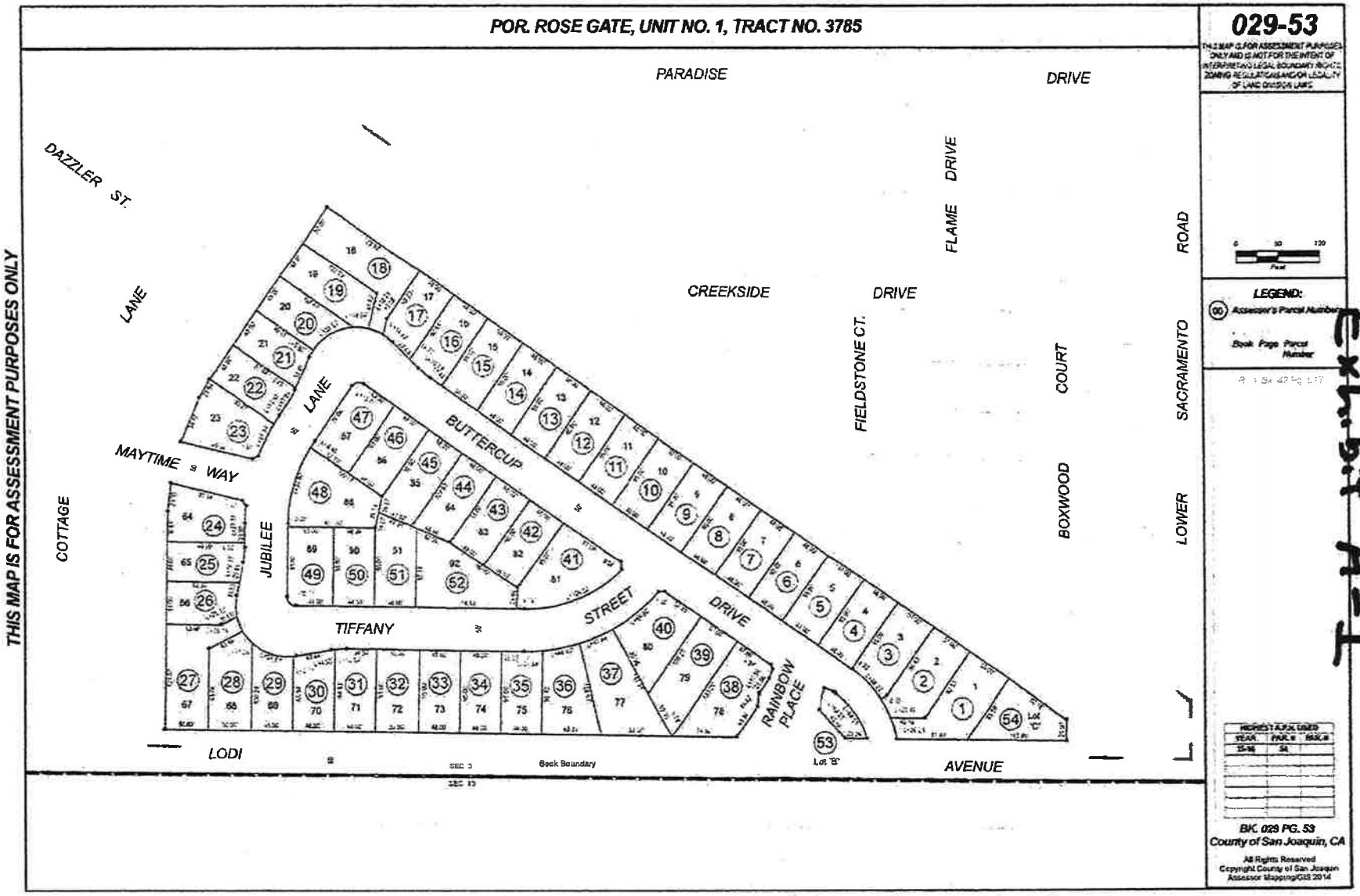
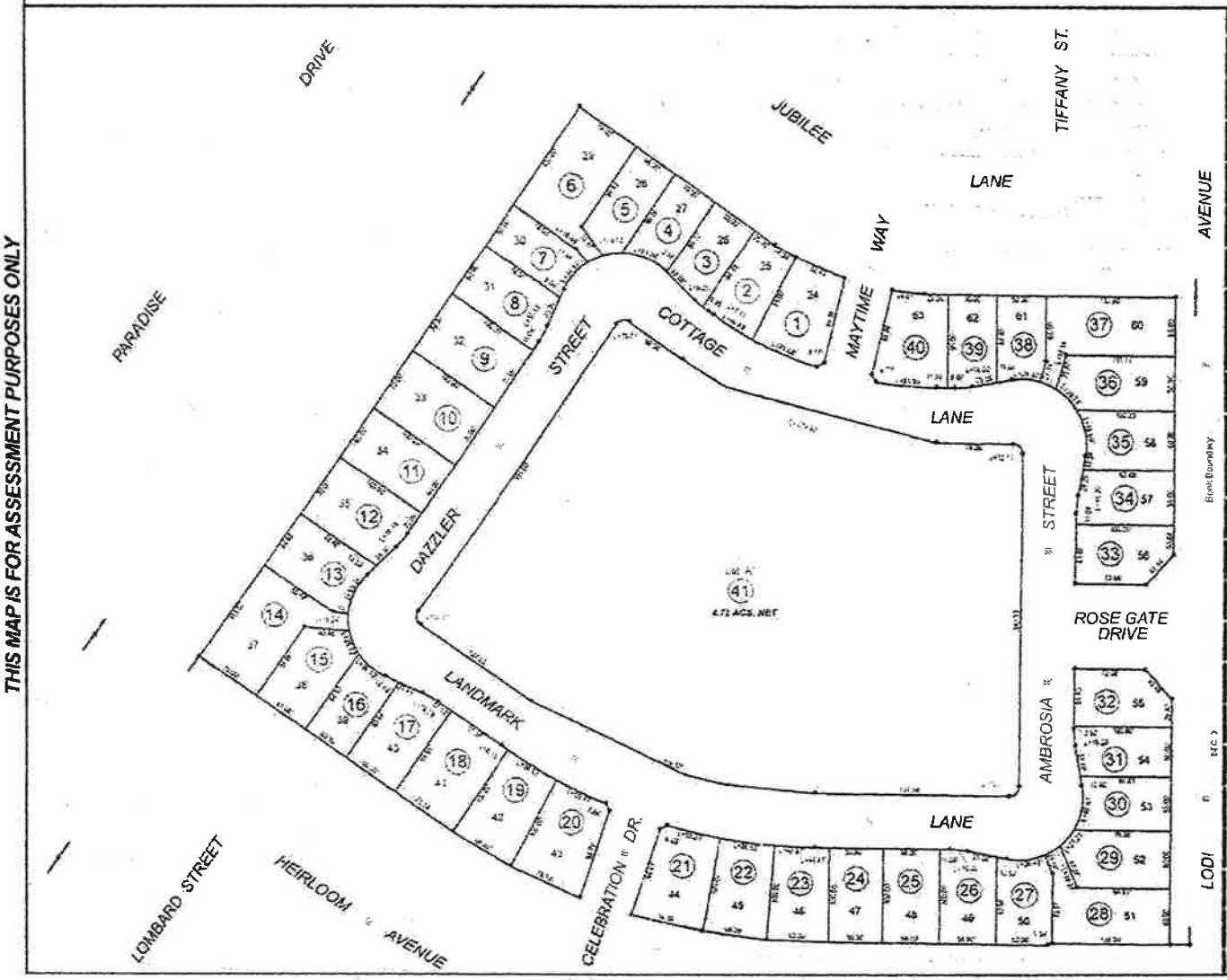

POR. ROSE GATE, UNIT NO. 1, TRACT NO. 3785
029-53
THIS MAP IS FOR ASSESSMENT PURPOSES ONLY
PARADISE
DRIVE
DAZZLER ST.
LANE
CREEKSIDE
DRIVE
FLAME
DRIVE
ROAD
SACRAMENTO
LOWER
FIELDSTONE CT.
COURT
BOXWOOD
BUTTERCUP
LANE
MAYTIME
WAY
COTTAGE
JUBILEE
TIFFANY
STREET
DRIVE
RAINBOW PLACE
LODI
AVENUE
Book Boundary
LEGEND:
Assessor's Parcel Number
Book Page Parcel Number
BK. 029 PG. 53
County of San Joaquin, CA
All Rights Reserved
Copyright County of San Joaquin
Assessor Mapping/GIS 2014

Exhibit A-1

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

POR. ROSE GATE, UNIT NO. 1, TRACT NO. 3785



029-54

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY AND IS NOT FOR THE INTENT OF INTERPRETING LEGAL BOUNDARY RIGHTS, ZONING REGULATIONS AND/OR LEGALITY OF LAND DIVISION LAWS

LEGEND:

(00) Assessor's Parcel Number

Book Page Parcel Number

HIGHEST ASSESSED		
YEAR	PAR. #	PAR. #
15-16	45	

BK. 029 PG. 54
County of San Joaquin, CA

All Rights Reserved
Copyright County of San Joaquin
Assessor Mapping/GIS 2014

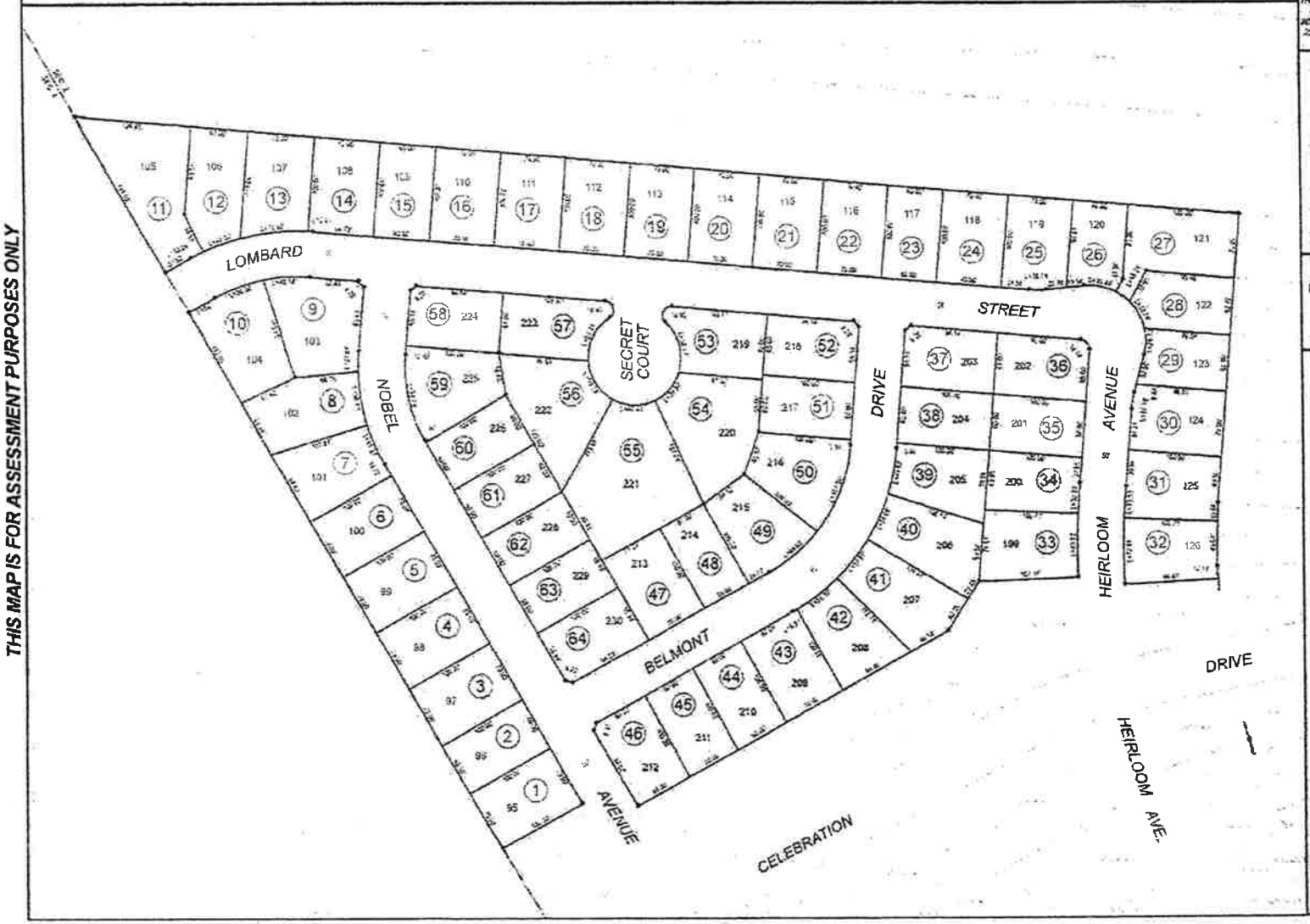
Exhibit A-1

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

POR. ROSE GATE, UNIT NO. 2, TRACT NO. 3813

029-55

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY AND IS NOT FOR THE INTENT OF INTERPRETING LEGAL BOUNDARY RIGHTS, ZONING REGULATIONS AND/OR LEGALITY OF LAND DIVISION LAWS.



LEGEND:

(00) Assessor's Parcel Number

Book Page Parcel Number

HIGHEST A.P.N. USED		
YEAR	PAR. #	PAR. #
15-16	54	

BK. 029 PG. 55

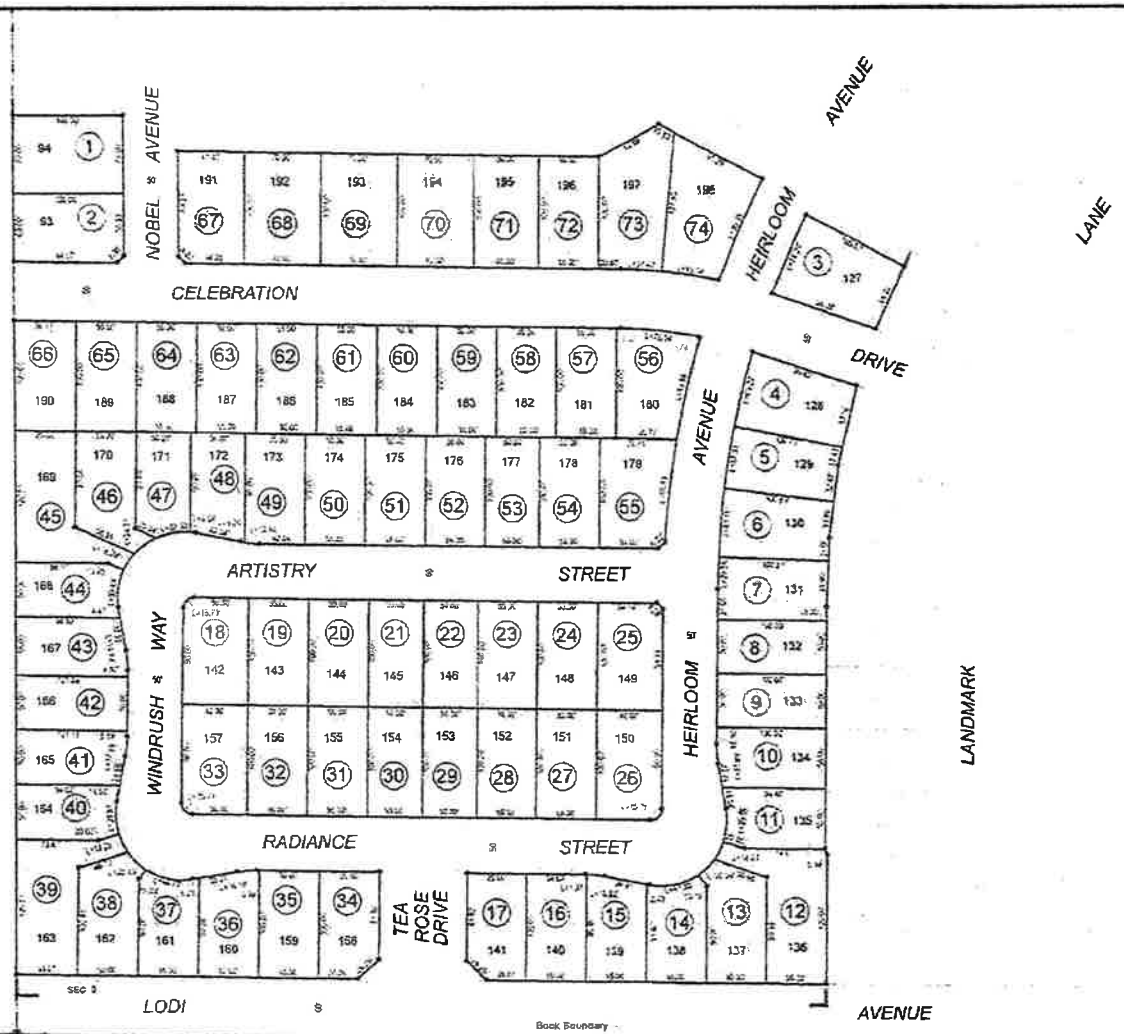
County of San Joaquin, CA

All Rights Reserved
Copyright County of San Joaquin
Assessor MapplogIGIS 2014

Exhibit A-1

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY

POR. ROSE GATE, UNIT NO. 2, TRACT NO. 3813



029-56

THIS MAP IS FOR ASSESSMENT PURPOSES ONLY AND IS NOT FOR THE INTENT OF INTERPRETING LEGAL BOUNDARY RIGHTS, ZONING REGULATIONS AND/OR LEGALITY OF LAND DIVISION LAWS.

LEGEND:

(00) Assessor's Parcel Numbers

000 000 00
Book Page Parcel Number

MAP BK 029 PG 056

HIGHEST APN USED

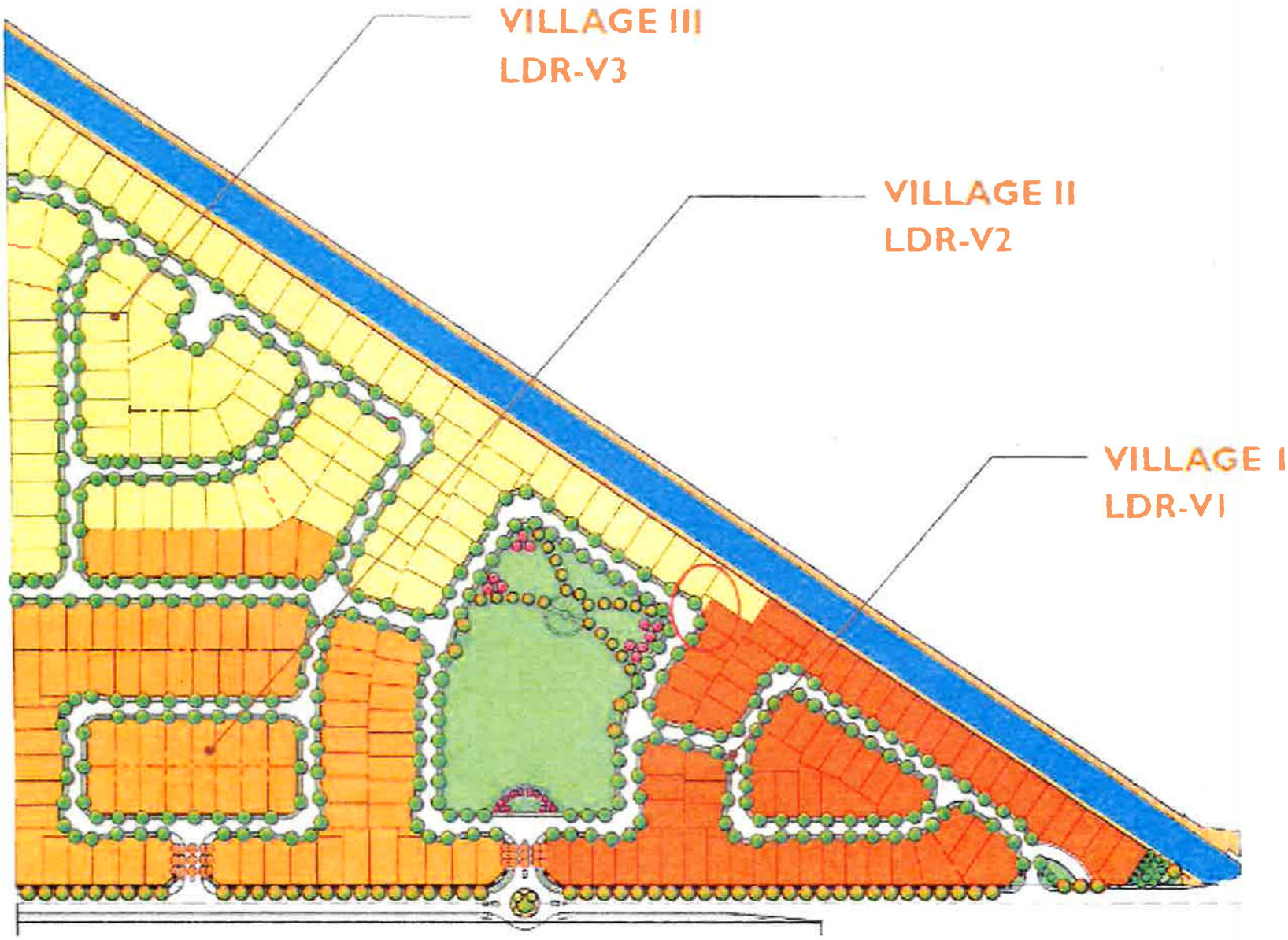
YEAR	MAP #	PARCEL #
15-16	74	

BK. 029 PG. 56
County of San Joaquin, CA

All Rights Reserved
Copyright County of San Joaquin
Assessor Mapping©GIS 2014

Exhibit A-1

Exhibit A-2



Rose Gate
232 RLD

AGENDA ITEM J-03

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1910 Entitled, "An Ordinance of the Lodi City Council Adopting a Development Agreement Reducing Community Facilities District Special Taxes and Waiving Vesting Map Rights for the Van Ruiten Ranch Subdivision"

MEETING DATE: August 19, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1910.

BACKGROUND INFORMATION: Ordinance No. 1910 entitled, "An Ordinance of the Lodi City Council Adopting a Development Agreement Reducing Community Facilities District Special Taxes and Waiving Vesting Map Rights for the Van Ruiten Ranch Subdivision," was introduced at the regular meeting of August 5, 2015.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov't Code § 36934***.

Ordinances take effect 30 days after their final passage. ***Cal. Gov't Code § 36937***.

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

N:\Administration\CLERK\Council\COUNCOM\Ordinance4.DOC

ORDINANCE NO. 1910

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LODI ADOPTING A DEVELOPMENT AGREEMENT REDUCING COMMUNITY FACILITIES DISTRICT SPECIAL TAXES AND WAIVING VESTING MAP RIGHTS FOR THE VAN RUITEN RANCH SUBDIVISION

(DEVELOPMENT AGREEMENT – VAN RUITEN RANCH SUBDIVISION)

==========

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. The properties subject to this Development Agreement include the following: Property located at Lower Sacramento Road and Century Boulevard, Lodi, California 95240 (APN: 058-030-14, 15, 17, 18).

SECTION 2. The applicant for the Development Agreement is as follows: Van Ruiten Ranch Ltd.

SECTION 3. The requested Development Agreement is summarized as follows:

> Development Agreement (Van Ruiten Ranch Subdivision) is an agreement between the City and the developer, in which the developer agrees to waive the vested right to pay Development Impact Mitigation Fees according to the Impact Mitigation Fee Program Schedule adopted by Resolution No. 2012-142 for all units for which building applications are submitted on or after June 17, 2019 or construction is not completed by December 17, 2019. The City agrees to amend the tax formula to reduce the special taxes levied against the properties subject to the Development Agreement. The term of the Development Agreement is twenty (20) years.

SECTION 4. The City Council hereby finds that the proposed Development Agreement is consistent with the General Plan land use designation and the zoning for the proposed development.

SECTION 5. The City Council certified an Environmental Impact Report ("EIR") for the Lodi Annexation on March 21, 2007 (State Clearinghouse No. 2005092096). The project is consistent with the Lodi Annexation EIR and none of the circumstances in CEQA Guidelines section 15162 requiring further environmental review are present. Further, City Council certified an EIR for the City of Lodi General Plan on April 7, 2010 (State Clearinghouse No. 20009022075). The project is consistent with the General Plan density and none of the circumstances in CEQA Guidelines section 15183 requiring further environmental review exists. Therefore, no further environmental review is required pursuant to CEQA Guidelines section 15183.

SECTION 6. The City Council hereby adopts Ordinance No. 1910 approving the Development Agreement by and between the City of Lodi and Van Ruiten Ranch Ltd., attached herein as Exhibit A.

SECTION 7. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 8. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the

provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 9. This ordinance shall take effect thirty (30) days from and after its adoption. The ordinance summary shall be published in the Lodi News Sentinel, a newspaper of general circulation published and circulated in the City of Lodi. A certified copy of this ordinance is available for review in the City Clerk's office located at 221 West Pine Street, Lodi, California.

Approved this ____ day of _____, 2015

_____
BOB JOHNSON
Mayor

Attest:

_____
JENNIFER M. FERRAIOLO
City Clerk

==========

State of California
County of San Joaquin, ss.

I, Jennifer Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1910 was introduced at a regular meeting of the City Council of the City of Lodi held August 5, 2015 and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1910 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

_____
JANICE D.MAGDICH
City Attorney

EXHIBIT A

DEVELOPMENT AGREEMENT VAN RUITEN RANCH SUBDIVISION

OFFICIAL BUSINESS
Document entitled to free recording
Government Code Section 6103

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Lodi
P.O. Box 3006
Lodi, CA 95241-19910
ATTN: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

DEVELOPMENT AGREEMENT

BY AND BETWEEN THE CITY OF LODI

AND VAN RUITEN RANCH, LTD.

FOR THE VAN RUITEN RANCH SUBDIVISION

DEVELOPMENT AGREEMENT FOR BENNETT HOMES, INC.
VAN RUITEN RANCH SUBDIVISION

This Development Agreement ("Agreement") is entered into as of this ___ day of August 2015, by and between the CITY OF LODI, a municipal corporation ("City"), and VAN RUITEN RANCH, LTD. ("Landowner"). City and Landowner are hereinafter collectively referred to as "Parties" and singularly as "Party."

RECITALS

1. Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code section 65854, et seq., which authorizes the City and any person having a legal or equitable interest in real property to enter into a development agreement, establishing certain development rights in the property, which is the subject of the development project application.

2. Property. Landowner holds a legal or equitable interest in certain real property located in the City of Lodi, County of San Joaquin, more particularly described in Exhibit A-1 and depicted in Exhibit A-2, attached hereto ("Property"). Landowner represents that all persons holding a legal or equitable interest in the Property shall be bound by this Agreement.

3. Project Approvals. Landowner has obtained various approvals from the City for a development known as Van Ruiten Ranch ("Project") on the Property. These approvals include the following:

3.1 City Council Resolution No. 2010-41, adopted by the City Council on April 7, 2010, approving the land use designation as Low-Density Residential, Medium-Density Residential, High-Density Residential, Public/Quasi Public and Open Space for the Project site.

3.2 City Council Ordinance No. 1869, effective March 21, 2013, granting Planned Development Zone P-E(41) to allow Low-Density Residential, Medium-Density Residential, High-Density Residential, Public/Quasi Public and Open Space for the Project site.

3.3 City Council Resolution No. 2007-48, effective March 21, 2007, certifying the Environmental Impact Report for the Project, State Clearinghouse No. 2005092096.

3.4 Resolution No. 14-13, adopted by the Planning Commission of the City of Lodi on April 9, 2014, approving vested Subdivision Map for the Van Ruiten Ranch Subdivision.

3.5 City Council Ordinance No. 1788, approving a development agreement applicable to the Property, as well as other adjacent properties. City Council Ordinance No. 1861, effective October 19, 2012, rescinded Ordinance No. 1788, terminating the development agreement, except for those terms surviving the termination, including the November 15, 2006 Settlement Agreement between Frontiers Community Builders, Inc., Citizens for Open Government, and the City ("2006 Settlement Agreement").

In addition, the Property is part of Community Facilities District No. 2007 1 (Public Services) formed to provide certain services to the Property.

4. **Public Hearing.** On June 10, 2015, the Planning Commission of the City of Lodi, acting pursuant to Government Code section 65857, held a hearing to consider this Agreement and the Planning Commission action has been reported to the City Council.

5. **Development Agreement Resolution Compliance.** City and Landowner have taken all actions mandated by, and fulfilled all requirements set forth in, the Development Agreement Resolution of the City of Lodi, as set forth in the City Council Resolution No. 2005-237 for the consideration and approval of the pre-annexation and development agreement.

6. **Findings of Consistency.** Having duly examined and considered this Agreement and having held a properly noticed public hearing hereon, the City found that this Agreement satisfies Government Code section 65867.5 related to general plan consistency and Section 66473.7 related to water supply.

AGREEMENT

1. **Incorporation of Recitals.** The preamble, the Recitals, and the defined terms set forth in both are incorporated into this Agreement as if set forth herein in full.

2. **Description of the Property.** The property, which is the subject of this Agreement, is described in Exhibit A-1 and depicted in Exhibit A-2, attached hereto ("Property").

3. **Interest of the Landowner.** Landowner has a legal or equitable interest in the Property. Landowner represents that all persons holding a legal or equitable interest in the Property shall be bound by this Agreement.

4. **Relationship of City and Landowner.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by City and Landowner and that Landowner is not an agent of City. City and Landowner hereby renounce the existence of any form of joint venture or partnership between them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Landowner joint ventures or partners.

5. **Effective Date and Term.**

5.1 The effective date of this Agreement ("Effective Date") is _____, 2015, which is the Effective Date of City Ordinance No. _____ adopting this Agreement.

5.2 Upon execution, the term of this Agreement shall commence on the Effective Date and extend for a period of twenty (20) years. This Agreement does not extend the life of the tentative map. Following the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect. Said termination of this Agreement shall not terminate any right or duty created by City approvals for the Property adopted prior to, concurrently with, or subsequent to the approval of this Agreement nor the obligations of Landowner with respect to Community Facilities District 2007 1 (Public Services).

6. **Permitted Uses.** The permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes are those set forth in the City Council Resolution No. 2010-41 approving the land use designations for the Project site, City Council Ordinance No. 1869, granting Planned Development Zone P-E(41), and Resolution No. 14-13 approving the

Vested Subdivision Map for the Van Ruiten Ranch Subdivision, all subject to the terms of the 2006 Settlement Agreement.

7. Fees and Taxes.

7.1 Existing Fees, Exactions, and Dedications. City Council Resolution No. 14-13, paragraph 77(b), obligates Landowner to pay Development Impact Mitigation Fees according to the Public Works Fee and Service Charge Schedule. Landowner shall have the vested right to satisfy the obligation of Paragraph 77(b) by paying the Development Impact Mitigation Fees according to the Impact Mitigation Fee Program Schedule adopted by Resolution No. 2012-142 ("Resolution No. 2012-14 Fees") for all units for which building permit applications are submitted on or before June 17, 2019 and construction is completed by December 17, 2019. For all units for which building permit applications are submitted on or after June 17, 2019 or construction is not completed by December 17, 2019, Landowner waives the right to pay the Resolution No. 2012-14 Fees and agrees to pay the Development Impact Mitigation Fees according to the Impact Mitigation Fee Schedule in effect at the time the certificate of occupancy is issued. This waiver is subject to the condition subsequent that the City Council action on the Community Facilities District Fees contemplated in Paragraph 7.2 is completed according to the terms set forth therein. This waiver survives the termination of this Agreement.

7.2 Community Facilities District. Van Ruiten Ranch is part of Community Facilities District 2007 1 (Public Services). The City will institute proceedings to amend the tax formula to reduce the special taxes levied against the parcels on the Property. The base rate for the special tax will be reduced to $500 per year for single-family homes and $145.83 per year for multi-family homes and the annual index will be reduced to two percent (2%). Landowner agrees to vote in favor of the special tax. The special tax shall be initiated for all residential dwelling units for which a building permit is issued, and shall commence to be levied beginning the subsequent fiscal year after the building permit is issued. A vote by Landowner against the special tax or a vote to repeal the special tax shall constitute an event of default under this Agreement. The provisions of this paragraph will not survive an event of default.

7.3 Reimbursement. Landowner shall reimburse City for all staff time and legal time expended in implementing the fee reductions set forth in this section 7. City shall invoice Landowner on a monthly basis and Landowner shall pay invoices within thirty (30) days of receipt.

8. Amendment or Cancellation. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto and in accordance with the procedures of state law and the Lodi Municipal Code ("LMC"). Except as otherwise permitted herein, this Agreement may be cancelled in whole or in part only by the mutual consent of the Parties and their successors in interest, in accordance with the provisions of the LMC. Any fees paid pursuant to this Agreement prior to the date of cancellation shall be retained by City.

9. Annual Review. This Agreement shall be reviewed annually in conformance with LMC section 17.44.080. Costs of Annual Review shall be paid by Landowner in accordance with City's schedule of fees and billing rates in effect at the time of review.

10. Default. Subject to any applicable extension of time, failure by any Party to substantially perform any term or provision of this Agreement required to be performed by such Party shall constitute a material event of default ("Event of Default"). For purposes of this

Agreement, a Party claiming another Party is in default shall be referred to as the "Complaining Party," and the Party alleged to be in default shall be referred to as the "Party in Default." A Complaining Party shall not exercise any of its remedies as the result of an Event of Default unless such Complaining Party first gives notice to the Party in Default and the Party in Default fails to cure such Event of Default within thirty (30) days of the Complaining Party giving notice.

11. Severability. Except as set forth herein, if any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to any person, entity or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a Party hereto of an essential benefit of its bargain hereunder, then such Party so deprived shall have the option to terminate this entire Agreement from and after such determination.

12. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

13. Transfers and Assignments. From and after recordation of this Agreement against the Property, Landowner shall have the full right to assign this Agreement as to the Property, or any portion thereof, in connection with any sale, transfer or conveyance thereof, and upon the express written assignment by Landowner and assumption by the assignee of such, and the conveyance of Landowner's interest in the Property related thereto, Landowner shall be released from any further liability or obligation hereunder related to the portion of the Property so conveyed and the assignee shall be deemed to be the "Landowner," with all rights and obligations related thereto, with respect to such conveyed property. Prior to recordation of this Agreement, any proposed assignment of this Agreement by Landowner shall be subject to the prior written consent of the City Manager on behalf of City and the form of such assignment shall be subject to the approval of the City Attorney, neither of which shall be unreasonably withheld.

14. Agreement Runs with the Land. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property; (a) is for the benefit of such properties and is a burden upon such properties; (b) runs with such properties; and (c) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each Party and its Property hereunder and each other person succeeding to an interest in such properties.

15. Bankruptcy. The obligations of this Agreement shall not be dischargeable in Bankruptcy.

16. Indemnification. Landowner agrees to defend and hold harmless the City, its elected and appointed commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs), and liability for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Landowner, or any actions or inactions of Landowner's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Property and the Project.

17. Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns. No other person shall have any right of action based upon any provision in this Agreement.

18. Notices. All notices required by this Agreement, the enabling legislation or the procedure adopted pursuant to Government Code section 65865, shall be in writing and delivered in person or sent by certified mail, return receipt requested, postage prepaid..

Notice required to be given to City shall be addressed as follows:

CITY OF LODI
ATTN: City Manager
P.O. Box 3006
Lodi, CA 95241-1910

Notice required to be given to Landowner shall be addressed as follows:

Van Ruiten Ranch, Ltd.
c/o Jim Van Ruiten
340 W. Highway 12,
Lodi, CA 95242

19. Form of Agreement; Recordation of Exhibits. Except when this Agreement is automatically terminated due to the expiration of the term of this Agreement, City shall cause this Agreement, any amendment hereto, to be recorded, at Landowner's expense, with the San Joaquin County Recorder within ten (10) days of the Effective Date thereof. Any amendment to this Agreement to be recorded that affects less than all of the Property shall describe the portion thereof that is the subject of such amendment. This Agreement is executed in three duplicate originals, each of which is deemed to be an original.

20. Further Assurances. The Parties agree to execute such additional instruments and to take such actions as may be necessary to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, the City of Lodi, a municipal corporation, has authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the City Council of the City of Lodi on the 5th day of August 2015, and Landowner has caused this Agreement to be executed.

CITY OF LODI
a municipal corporation

By: _____
Stephen Schwabauer
City Manager

VAN RUITEN RANCH, LTD., a California limited partnership

By: Survivor's Trust c/u John C. Van Ruiten and Ann Van Ruiten Revocable Family Trust dated February 24, 2010, Its General Partner

By: Ann Van Ruiten
Ann Van Ruiten, Trustee

By: Bypass Trust c/u John C. Van Ruiten and Ann Van Ruiten Revocable Family Trust dated February 24, 2010, Its General Partner

By: Ann Van Ruiten
Ann Van Ruiten, Trustee

ATTEST:

_____
Jennifer M. Ferraiolo, City Clerk

Approved as to form:

_____
Janice D. Magdich, City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SAN JOAQUIN)

On 7/24/2015, before me, Diane Dias, a Notary Public, personally appeared Ann Van Ruiten, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

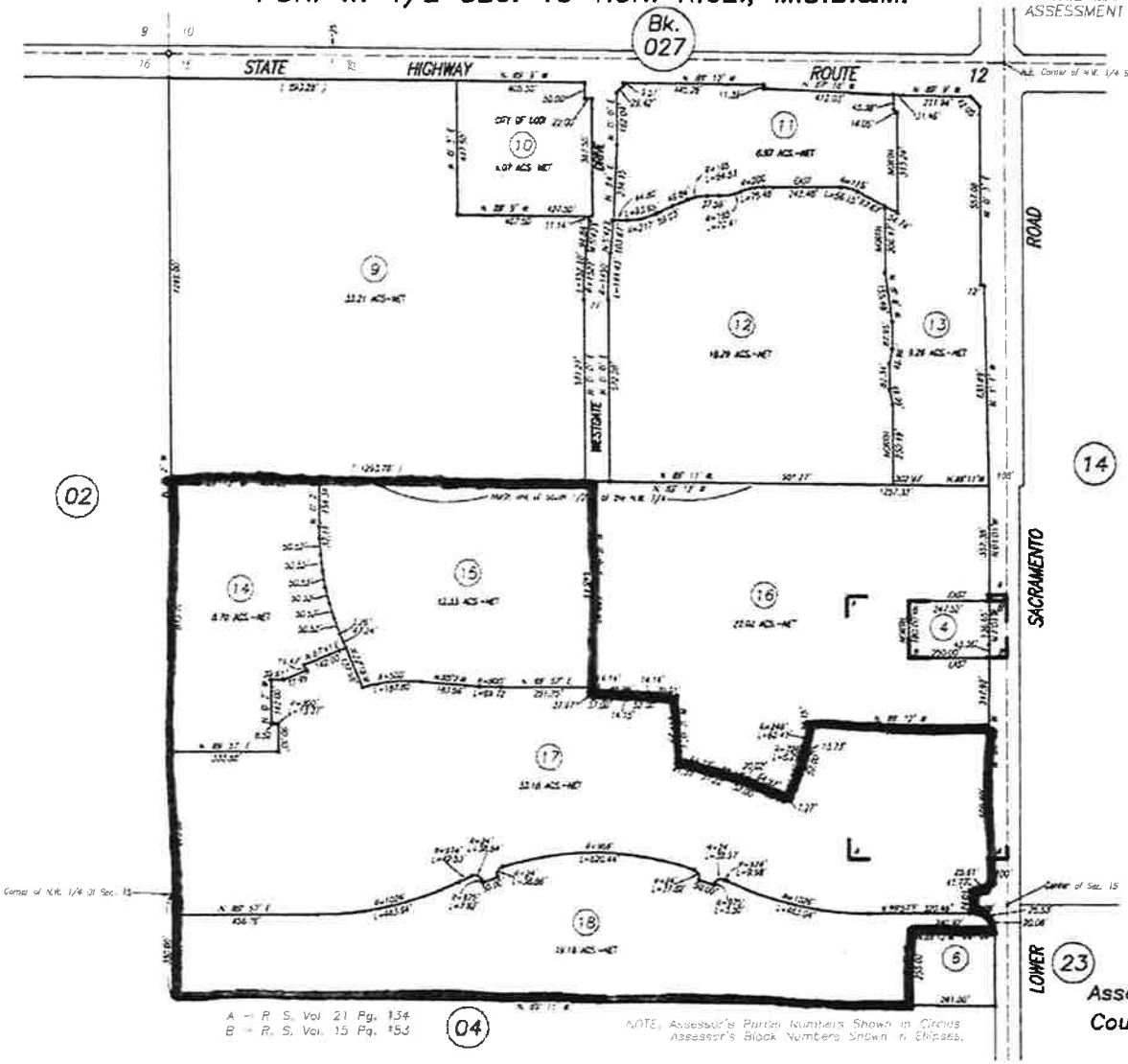
DIANE DIAS
COMM. #2072356
NOTARY PUBLIC-CALIFORNIA
SAN JOAQUIN COUNTY
My Commission Expires July 20, 2018

Exhibit A-1

POR. W. 1/2 SEC. 15 T.3N. R.6E., M.D.B.&M.

THIS MAP IS FOR ASSESSMENT USE ONLY

058-03

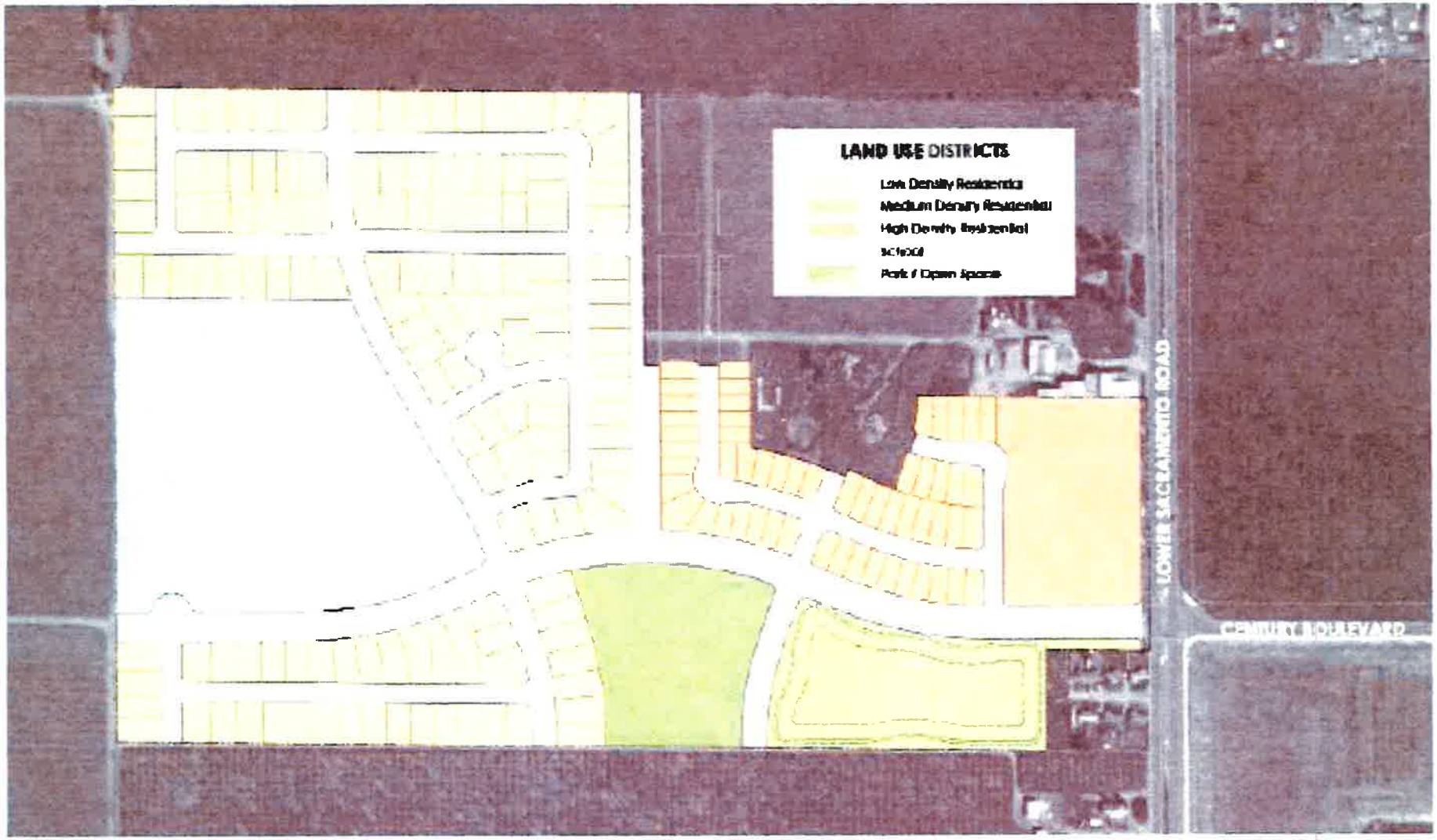


HIGHEST A.P.N. USED			
YEAR	PAR. #	PAR. #	PAR. #
84-85	6		
02-03	8		
04-05	10		
05-06	13		
10-11	18		

CITY OF LODI
Assessor's Map Bk.058 Pg.03
County of San Joaquin, Calif.

Exhibit A-1

Exhibit A-2



Van Ruiten Ranch
145 RLD, 55 MLD, 88 RHD

AGENDA ITEM J-04

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1911 Entitled, "An Ordinance of the Lodi City Council Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 2)"

MEETING DATE: August 19, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1911.

BACKGROUND INFORMATION: Ordinance No. 1911 Entitled, "An Ordinance of the Lodi City Council Levying and Apportioning the Special Tax in Territory Annexed to Community Facilities District No. 2007-1 (Public Services) (Annexation No. 2)," was introduced at the regular meeting of August 5, 2015.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov't Code § 36934***.

Ordinances take effect 30 days after their final passage. ***Cal. Gov't Code § 36937***.

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

N:\Administration\CLERK\Council\COUNCOM\Ordinance5.DOC

ORDINANCE NO. 1911

AN ORDINANCE OF THE LODI CITY COUNCIL LEVYING AND APPORTIONING THE SPECIAL TAX IN TERRITORY ANNEXED TO COMMUNITY FACILITIES DISTRICT NO. 2007-1 (PUBLIC SERVICES) (ANNEXATION NO. 2)

==========

WHEREAS, the City Council of the City of Lodi (the "City Council") has established Community Facilities District No. 2007-1 (Public Services) (the "CFD") pursuant to Resolution No. 2007-59 (the "Resolution of Formation"), duly adopted on April 4, 2007, for the purpose of providing for the financing of certain public services in and for the CFD; and

WHEREAS, the City Council duly adopted Resolution No. 2015-133 (the "Resolution") on August 5, 2015, wherein the City Council submitted the question of levying a special tax in territory proposed to be annexed to the CFD at the rate and according to the method of apportionment described therein; and

WHEREAS, at an election held in the territory proposed to be annexed to the CFD on August 5, 2015, the qualified electors of such territory authorized the levy of the special tax described in the Resolution; and

WHEREAS, the City Council duly adopted Resolution No. 2015-134 on August 5, 2015, wherein the City Council determined that the territory proposed to be annexed was added to the CFD (such territory being referred to herein as "Annexation No. 2").

NOW, THEREFORE, BE IT ENACTED by the City Council of the City of Lodi:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Levy of Special Tax. Pursuant to Section 53340 of the California Government Code, the special tax is hereby levied for fiscal year 2015-16 at the maximum rates and apportioned in the manner specified in the Resolution.

Section 3. Collection of Special Tax. Pursuant to Section 53340 of the California Government Code and the Resolution, the special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, that the City may directly bill the special tax, may collect special taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City.

Section 4. Claims for Refund. Claims for refund of the tax shall comply with the following and any additional procedures as established by the City Council:

(a) All claims shall be filed, in writing, with the City Treasurer during the Fiscal Year in which the error is believed to have occurred. The claimant shall file the claim within this time period and the claim shall be finally acted upon by the City Council as a prerequisite to bringing suit thereon.

(b) Pursuant to Government Code section 935(b), the claim shall be subject to the provisions of Government Code sections 945.6 and 946.

(c) The City Council shall act on a timely claim within the time period required by Government Code section 912.4.

(d) The procedure described in this ordinance, and any additional procedures established by the City Council, shall be the exclusive claims procedure for claimants seeking a refund of the tax. The decision of the City Council shall be final.

Section 5. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care towards persons and property within or without the City, so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 6. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. This City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the ordinance be enforced.

Section 7. Effective Date and Publication. This ordinance shall take effect thirty (30) days after its adoption. The City Council hereby directs the City Clerk to publish the full text of the ordinance within 15 days after its passage, with the names of the City Council members voting for and against the ordinance, pursuant to Government Code section 36933(a).

Approved this____day of _____, 2015.

_____
BOB JOHNSON
Mayor

Attest:

JENNIFER M. FERRAIOLO
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1911 was introduced at a regular meeting of the City Council of the City of Lodi held August 5, 2015, and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held _____, 2015 , by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1911 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

JANICE D. MAGDICH
City Attorney

AGENDA ITEM J-05

CITY OF LODI
COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1913 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 15 – Buildings and Construction – by Adding Chapter 15.19, 'Expedited Permit Process for Small Residential Rooftop Solar Systems'"

MEETING DATE: August 19, 2015

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1911.

BACKGROUND INFORMATION: Ordinance No. 1913 Entitled, "An Ordinance of the Lodi City Council Amending Lodi Municipal Code Title 15 – Buildings and Construction – by Adding Chapter 15.19, 'Expedited Permit Process for Small Residential Rooftop Solar Systems,'" was introduced at the regular meeting of August 5, 2015.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. ***Cal. Gov't Code § 36934***.

Ordinances take effect 30 days after their final passage. ***Cal. Gov't Code § 36937***.

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.

Jennifer M. Ferraiolo
City Clerk

JMF/PMF
Attachment

APPROVED: _____
Stephen Schwabauer, City Manager

N:\Administration\CLERK\Council\COUNCOM\Ordinance6.DOC

ORDINANCE NO. 1913

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING LODI MUNICIPAL CODE TITLE 15 –
BUILDINGS AND CONSTRUCTION – BY ADDING
CHAPTER 15.19, "EXPEDITED PERMIT PROCESS FOR
SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS"

==========

WHEREAS, the Lodi City Council seeks to implement AB 2188 (Chapter 521, Statutes 2014) through the creation of an expedited, streamlined permitting process for small residential rooftop solar energy systems; and

WHEREAS, the City Council wishes to advance the use of solar energy by all of its citizens, businesses and industries; and

WHEREAS, the City Council seeks to meet the climate action goals set by the City of Lodi and the State; and

WHEREAS, solar energy creates local jobs and economic opportunity; and

WHEREAS, the City Council recognizes that rooftop solar energy provides reliable energy and pricing for its residents and businesses; and

WHEREAS, it is in the interest of the health, welfare and safety of the citizens of the City of Lodi to provide an expedited permitting process to assure the effective deployment of solar technology.

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 15 – Buildings and Construction – is hereby amended by adding Chapter 15.19, "Expedited Permit Process for Small Residential Rooftop Solar Systems," and shall read as follows:

Chapter 15.19

Expedited Permit Process for Small Residential Rooftop Solar Systems

15.19.010 Definitions.
15.19.020 Purpose.
15.19.030 Applicability.
15.19.040 Solar Energy System Requirements.
15.19.050 Duties of Building Official and Electric Utility Director.
15.19.060 Pre-Application Verification by Applicant
15.19.070 Authorization by Lodi Electric Utility
15.19.080 Permit Review and Inspection Requirements

15.19.010 Definitions

a. A "Solar Energy System" means either of the following:

i. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.

ii. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

b. A "small residential rooftop solar energy system" means all of the following:

i. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

ii. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City of Lodi and all state and City health and safety standards.

iii. A solar energy system that is installed on a single or duplex family dwelling.

iv. A solar panel or module array that does not exceed the maximum legal building height as defined by the City.

c. "Electronic submittal" means the utilization of one or more of the following:

i. Email; or

ii. Facsimile

d. An "association" means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

e. A "common interest development" means any of the following:

i. A community apartment project.

ii. A condominium project.

iii. A planned development.

iv. A stock cooperative.

f. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

g. "Reasonable restrictions" on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

h. "Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance" means:

i. For Water Heater Systems or Solar Swimming Pool Heating Systems: an amount exceeding 10 percent of the cost of the system, but in no case more than one thousand dollars ($1,000), or decreasing the efficiency of the solar energy system by an amount exceeding 10 percent, as originally specified and proposed.

ii. For Photovoltaic Systems: an amount not to exceed one thousand dollars ($1,000) over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding 10 percent as originally specified and proposed.

15.19.020 Purpose

The purpose of this ordinance is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This ordinance encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the City of Lodi, and expanding the ability of property owners to install solar energy systems. This ordinance allows the City of Lodi to achieve these goals while protecting the public health and safety.

15.19.030 Applicability

a. This ordinance applies to the permitting of all small residential rooftop solar energy systems in the City of Lodi.

b. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of this ordinance are not subject to the requirements of this Ordinance unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small residential rooftop solar energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

15.19.040 Solar Energy System Requirements

a. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the State, the City of Lodi, its fire department and electric utility.

b. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

c. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such

as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

15.19.050 Duties of Building Official and Electric Utility Director

a. All documents required for the submission of an expedited solar energy system application shall be made available to the public on the City's website.

b. Electronic submittal of the required permit application and documents by email, or facsimile shall be made available to all small residential rooftop solar energy system permit applicants.

c. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature. For purposes of this Chapter, the City will accept as an electronic signature an electronic copy, such as a facsimile image or an electronic image, of an applicant's written signature.

d. The City's Building & Safety Inspection Division in coordination with City's Electric Utility and Fire Department is authorized and directed to develop and adopt a standard plan and checklist, of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.

e. The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall from time to time be revised to substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the *California Solar Permitting Guidebook* adopted by the Governor's Office of Planning and Research.

f. All fees prescribed for the permitting of small residential rooftop solar energy system shall comply with Government Code Section 65850.55, Government Code Section 66015, Government Code Section 66016, and State Health and Safety Code Section 17951.

15.19.060 Pre-Application Verification by Applicant

a. Prior to submitting an application for a small residential rooftop solar energy system, an applicant shall:

1. Verify to the applicant's reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure for the small residential solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the system to the building foundation; and

2. At the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system, including existing line, load, ground, and bonding wiring, as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads.

15.19.070 Authorization by Lodi Electric Utility

Applicant shall obtain authorization from City's Electric Utility to connect the proposed small residential rooftop solar energy system to the Lodi Electric Utility electricity grid prior to submittal to City's Building & Safety Division.

15.19.080 Permit Review and Inspection Requirements

a. The City's Building & Safety Division is authorized and directed to implement an administrative, nondiscretionary review process, to expedite approval of small residential rooftop solar energy systems within 30 days of the adoption on this Ordinance. The Building & Safety Division shall issue a building permit or other nondiscretionary permit within 1-3 business days of receipt of a complete application that meets the requirements of the approved checklist and standard plan. The City's building official may require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety or on the City's electric distribution system. Such decisions may be appealed to the City Planning Commission.

b. Review of the application shall be limited to the building official's review of whether the application meets local, state, and federal health and safety requirements.

c. If a use permit is required, a building official may deny an application for the use permit if the official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the City Planning Commission.

d. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

e. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the City, on another similarly situated application in a prior successful application for a permit. The City, shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

f. City shall not condition approval of an application on the approval of an association, as defined in Section 4080 of the Civil Code.

g. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation

required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

h. Only one inspection shall be required and performed by the City's Building & Safety Division and its Fire Department for small residential rooftop solar energy systems eligible for expedited review.

i. The inspection shall be done in a timely manner and should include consolidated inspections. An inspection will be scheduled within two (2) business days of a request.

j. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized but need not conform to the requirements of this ordinance.

SECTION 2. California Environmental Quality Act (CEQA) Finding. This ordinance is exempt from CEQA as specific regulatory actions are necessary to assure the maintenance, restoration, enhancement or protection of the environment pursuant to CEQA Guidelines section 15308.

SECTION 3. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 5. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 6. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

Approved this_____ day of _____, 2015

_____
BOB JOHNSON
Mayor

Attest:

_____
JENNIFER M FERRAIOLO
City Clerk

State of California
County of San Joaquin, ss.

I, Jennifer M. Ferraiolo, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1913 was introduced at a regular meeting of the City Council of the City of Lodi held August 5, 2015, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2015, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1913 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

_____
JENNIFER M. FERRAIOLO
City Clerk

Approved as to Form:

_____
JANICE D. MAGDICH
City Attorney