

AGREEMENT FOR SERVICES

THIS AGREEMENT ("AGREEMENT") is made and entered into this _____ day of June, 2025, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and DF ENGINEERING, INC., a California corporation (hereinafter referred to as "CONSULTANT").

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for On-Call Civil Improvement Plan Check Services;

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

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

AGREEMENT

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in **Exhibit "A"**. This AGREEMENT and its exhibits shall be known as the "Agreement Documents". Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full herein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall govern. If any portion of the Agreement Documents is in conflict with any other portion or provisions contained in the AGREEMENT, the AGREEMENT shall govern over the conflicting provisions contained in the exhibits to the AGREEMENT. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's AGREEMENT and attachments, the City's AGREEMENT and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this AGREEMENT as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this AGREEMENT to bind the City in any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this AGREEMENT.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that

its decision to execute this AGREEMENT is based on such independent investigation and research.

2. TERM OF AGREEMENT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this AGREEMENT terminated on JUNE 30, 2026, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City shall have the right to extend this AGREEMENT for up to two (2) additional one (1) year periods subject to the terms of this AGREEMENT, by notifying Consultant a minimum thirty (30) days prior to the expiration set forth in this Section.

C. The City Manager or designee may, by written instrument signed by the Parties, extend the duration of this AGREEMENT in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Fee Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this AGREEMENT exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) in aggregate with other On-Call Civil Improvement Plan Check Services Agreements, without City's prior written approval.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this AGREEMENT. The invoices shall be submitted with the monthly billings.

C. If the work is temporarily suspended at the request of the City, compensation shall be based upon the portion of work completed as of the date of the suspension, subject to Section 4.

D. If City proceeds with extension provisions set forth in Section 2, in no event shall total yearly compensation under this AGREEMENT exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) without City's prior written approval.

4. TERMINATION:

A. This AGREEMENT may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this AGREEMENT, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this AGREEMENT.

C. Notwithstanding any provisions of this AGREEMENT, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this AGREEMENT by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this AGREEMENT, except as provided in Section 4C. Upon termination, the City shall be entitled to all final work and draft work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 herein.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required herein. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this AGREEMENT in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all draft and final materials prepared by the Consultant under this AGREEMENT shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this AGREEMENT which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by Consultant herein (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this AGREEMENT. It shall be City's responsibility to

obtain all rights of way and easements to enable Consultant to perform its services herein. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this AGREEMENT and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this AGREEMENT.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this AGREEMENT shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this AGREEMENT. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this AGREEMENT shall be subcontracted without the prior written consent of the City., which will not be unreasonably withheld. Consultant shall be fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this AGREEMENT whether by assignment or novation, without the prior written consent of the City. However, claims for money due or to become due to Consultant from the City under this AGREEMENT may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN AGREEMENT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject

of the AGREEMENT, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this AGREEMENT, City determines and notifies Consultant in writing that Consultant's duties under this AGREEMENT warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this AGREEMENT are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this AGREEMENT in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this AGREEMENT except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this AGREEMENT.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in full force at all times during the duration and performance of this AGREEMENT, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than "A" in Class VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this AGREEMENT and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the AGREEMENT. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the AGREEMENT not less than the following coverage and limits

of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this AGREEMENT. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this AGREEMENT. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01 (or equivalent), in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. *Automobile Liability.* If vehicles are brought onto city facilities, Consultant shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers. Consultant shall sign the Certificate of Compliance with labor Code 3700 (Exhibit B).

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish to the City certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies when requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of "A" Class VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage that is not being maintained, in the form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due to Consultant under this AGREEMENT.

D. No policy required by this AGREEMENT shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless written approval is obtained by Consultant from the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the AGREEMENT.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this AGREEMENT or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this AGREEMENT. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this AGREEMENT are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this AGREEMENT shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Kevin Jorgensen II
Director of Engineering
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Barbara DeLaMare
President
DF Engineering, Inc.
3421 Tully Road, Suite J
Modesto, CA 95350
(209) 529-7450
barbara@dfengineering.com

E. Governing Law and Venue. This AGREEMENT shall be interpreted and governed by the laws of the State of California, and any legal action relating to this AGREEMENT shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this AGREEMENT.

G. Severability. If any provision of this AGREEMENT is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this AGREEMENT. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this AGREEMENT, except those contained in or referred to in writing.

K. Execution. This AGREEMENT may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this AGREEMENT. Each party warrants to the other that the signature to this AGREEMENT have the legal power, right, and authority to enter into this AGREEMENT and to bind each party.

M. California Prevailing Wage Requirement Pursuant to California Labor Code sections 1720 through 1861, the Consultant, its Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR), if applicable. This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite. The most current prevailing wage determination can be found at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

ATTACHMENT 3

CITY OF MANTECA:

Toni Lundgren
City Manager

ATTEST:

Cassandra Candini-Tilton
City Clerk

APPROVED AS TO FORM:

Daniella Green
Assistant City Attorney

CONSULTANT:

DF ENGINEERING, INC.

By: Barbara J. DeLaMare
(Signature)

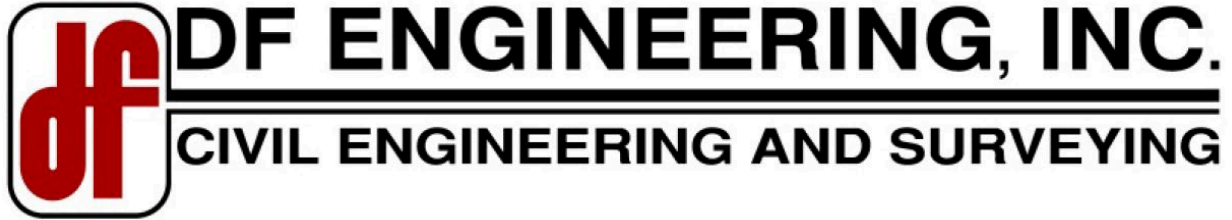
Barbara J. DeLaMare, President ; 5/28/25
(Print name and title)

By: Scott Thomas DeLaMare
(Signature)

Scott T. DeLaMare, Vice-President; 5/28/25
(Print name and title)

EXHIBIT A

Consultant Proposal/Scope of Work



3421 TULLY ROAD, SUITE J · MODESTO, CA 95350 · 209.529.7450
www.dfengineering.com

**RESPONSE
TO
REQUEST FOR PROPOSALS
ON-CALL CIVIL IMPROVEMENT PLAN CHECK SERVICES**

**CITY OF MANTECA
ENGINEERING DEPARTMENT**

CONTENTS:

- A. Cover Letter & Memoranda**
- B. Contract Termination Circumstances**
- C. Technical Proposal Content**
 - A. Qualifications, Related Experience, and References**
 - B. Proposed Staffing and Project Organization**
 - C. Work Plan**
- D. Cost Proposal Content – Submit Separate File (pdf) per RFP instructions**
- E. Contract Comments**

Appendix A – Firm Profile, Insurance Certificate, Business License



· SCOTT T. DELAMARE
LS 8078

· BARBARA J. DELAMARE
CPA 46482E

· DAVID J. HOBERG
PE 53311, QSD/QSP

· KEVIN J. ELLIS
CIVIL TECHNICIAN

April 28, 2025

Tyler Helm, Associate Engineer thelm@manteca.gov
City of Manteca – Engineering Department
1001 West Center Street, Suite E
Manteca, CA 95337

Dear Mr. Helm:

DF Engineering, Inc. is pleased to present our Statement of Qualifications for consideration in response to your Request for Proposals for On-Call Civil Improvement Plan Check Services.

In addition to the attached Statement of Qualifications, we submit the following City of Manteca projects in which we provided On-Call Civil Improvement Plan Checking services over the past three (3) years, from February 2022 to present:

Villa Ticino West Unit 3, Farmhouse Subdivision, Machado Ranch Unit 1, Denali Unit 4, Machado Ranch Unit 2, Griffin Park Phase C, Airport Way Subdivision, Villa Ticino West Unit 4, Villa Ticino West Unit 8, Dutra Unit 1, Kiper at Indelicato, Trails of Manteca Unit 6, Griffin Park Unit 10, Machado Ranch Unit 3, Machado Ranch Unit 4, Machado Ranch Unit 5, Griffin Park Unit 1, and The Trails Unit 7

Statement: We hereby request the City to evaluate the submitted response based upon the Scope of Services.

On-Call Civil Improvement Plan Check Services: All work shall be performed by David J. Hoberg, CE 53311, or under his direction, in accordance with the Professional Engineers Act. Mr. Hoberg will be primary contact.

Location of Office: The work will be performed at our office location of 3421 Tully Road, Suite J, Modesto, CA

Addenda: We hereby acknowledge any and all addenda, if such addenda exists.

Statement by Officer of the Firm: Scott T. DeLaMare, Vice-President/Corporate Secretary, signature below, is authorized to bind the consultant contractually and attests that all information in the proposal is true and correct.

Statement of Proposal: This proposal is a firm offer for a 180 (one hundred eighty) day period.

Thank you for the opportunity to provide our qualifications and proposal. Please call (209) 529-7450 or email if you require any further information, or have any questions concerning the qualifications/proposal.

Sincerely,

DF ENGINEERING, INC.

A handwritten signature in blue ink that reads 'Scott Thomas DeLaMare'.

Scott T. DeLaMare, LS 8078
Principal Land Surveyor
Vice-President/Corporate Secretary
scott@dfengineering.com

A handwritten signature in blue ink that reads 'David J. Hoberg'.

David J. Hoberg, PE 53311, QSD/QSP
Senior Project Engineer
dave@dfengineering.com

C. TECHNICAL PROPOSAL CONTENT:

A. Qualifications, Related Experience, and References

- i. Brief Profile: Our firm has been in business for over 60 years. The firm was founded in 1957 in Modesto, California. The firm incorporated in 1972 and has maintained the office location of 3421 Tully Road, Suite J, Modesto, since that time. DF Engineering, Inc. currently performs On-Call Plan Check Services for the City of Modesto (contract expires 3/14/28) & the City of Manteca (contract began 2022 and expires 6/30/25). The Firm performed for the City of Turlock, On-Call Plan Check Services (2017-2023). DF Engineering, Inc. currently has four (4) employees.

- ii. General Description of the Firm's current financial condition: Throughout the firm's history, strategies have been implemented to ensure the company maintains healthy financial stability, which include the following:

Financial Management Strategies; sound financial practices, controlled debt, maintaining an emergency cash reserve, and maintaining good credit.

Client Management Strategies; personal hands-on client management, diversification of clients, and procurement of contracts for long-term work.

Internal Management Strategies; maintenance of deliberate and consistent internal practices, forward focus on employee well-being, and specialization in core competencies.

There have not been any of these conditions that would impede the Firm's ability to provide the services: bankruptcy, pending litigation, planned office closures, or impending mergers.

- 1. Request for Form 10-K / Form 10-Q: DF Engineering, Inc. is not a publicly traded company and therefore, forms not applicable.

- iii. Describe Firm's Experience: Our firm has extensive experience in civil design and improvement plan checking, encompassing a wide range of project types and, with a proven track record of ensuring compliance and delivering high-quality deliverables. We have experience reviewing plans for road widening, resurfacing, pavement rehabilitation, and new road construction including street grading design, ensuring compliance with relevant codes and standards. Our Civil Engineer, David J. Hoberg, PE is proficient in civil engineering design and reviewing improvement plans for subdivisions and drainage infrastructure, including storm piping, pump stations, culverts, swales, detention basins, grading designs and stormwater management systems, ensuring proper functionality and compliance with environmental regulations. Additionally, we have experience reviewing plans for other utility installations and upgrades, including water lines, sewer lines, gas lines, and electrical infrastructure, ensuring safe and efficient designs. We have experience reviewing plans for a wide range of public works projects, including parks, recreational facilities, and public buildings, ensuring compliance with accessibility standards, stormwater quality and other relevant regulations.

C. TECHNICAL PROPOSAL CONTENT (continued):

- iv. Government Agency Experience: **City of Manteca** – Engineering Department; On-Call Civil Improvement Plan Check Services, expires 6/30/2025. **City of Modesto** - Community and Economic Development Department, Land Development Engineering Division – Prequalified Consultant List for Civil Engineering Plan Check and Land Surveying Services, expires 3/14/2027. **Turlock Irrigation District** – Engineering Department; Prequalified Consultant List for Civil Engineering & Land Surveying Services for SRW Project No. 2121-44, expires 10/04/2026. **City of Turlock** – Engineering Division; Retainer for Engineering & Surveying Services, City Contract No. 2025-093, expires 01/14/2028.
- v. List of Past Similar Work (three) 3:
 - 1) **CITY OF MANTECA:** Contact/Department: Greg Showerman, Deputy Director, Engineering Department, 1001 W. Center Street, Manteca, CA 95337, p: 209.456.8431 Project: “**Villa Ticino West Subdivision**” Location of Project: The subdivision project is located at N. Airport Way and Swanson Road, Manteca Scope: Provide Civil Improvement Plan Check review including the following:
 - Performed 1st plan check review of the Conditions of Approval, the Mitigation Monitoring and Reporting Program, the approved Tentative Map, general notes, pavement thicknesses & WDID #.
 - Perform 1st civil plan review of grading, signage & striping, street improvements, utilities systems & calculations, Project Stormwater Plan & basin calculations, plan & profiles, photometrics map, joint trench and project notes.
 - Performed 2nd plan check review to ensure all 1st plan check comments were addressed, performed an electronic document comparison to ensure no additional changes were made, returned “not exceptions taken”Key Issues and Challenges: The Villa Ticino West Subdivision includes the subdivision of approximately 229 acres into 760 residential lots, 12.40 high density residential parcel, a 19.17 acre neighborhood commercial parcel, a 1.01 acre public/quasi-public parcel and two parks consisting 13.99 acres. Completed: April 25, 2022-Received Notice to Proceed, 1st plan check completed 5/17/22, with 2nd & final plan check review completed 7/25/22. DF Engineering-David J. Hoberg, PE
 - 2) **CITY OF MODESTO:** Contact/Department: Peter J. Kambel, PE, Senior Civil Engineer, Utilities Department, Construction Administration Division, 1010 Tenth Street, Suite 4600, Modesto, CA 95353, p: 209.577.5444 Project: “**Linear Underground Project-Highway Village Strengthen and Replace Water Mains**” Location of Project: The project is located along various Streets and Locations bounded by Brenner Way to the North, Conant Avenue to the East, and Sisk Road to the West in the City of Modesto, CA 95350. The project site is located approximately 0.1 miles east of Highway 99. The project is approximately 4.5 miles North of the Tuolumne River and 4.0 miles south of the Stanislaus River.

Scope: Provide Plan Check -Stormwater Pollution Prevention Plan (SWPPP) review which included the following:

C. TECHNICAL PROPOSAL CONTENT (continued):

- Initial analysis of documents submitted RISK LEVEL: LUP Type 1 SWPPP.
- Performed 1st plan check review of SWPPP document (377 pages) and the Water Pollution Control Drawings and returned with comments.
- Performed 2nd plan check review of SWPPP document, ensure all 1st plan check comments were addressed, performed an electronic document comparison to ensure no additional changes were made, returned “not exceptions taken”.

Key Issues and Challenges: The project site is within existing residential areas that include both pervious and impervious areas. The project site elevations range from 76 to 91 feet above mean sea level. Existing drainage flows from the roadways to existing stormwater conveyance systems owned by the City of Modesto. Stormwater discharges from the site are not considered direct discharges, as defined by the State Water Board into receiving waters. Existing site topography, drainage patterns, and stormwater conveyance systems were shown on the Water Pollution Control Drawings. The site is within the Lower Stanislaus River Watershed. The project discharges to the Lower Stanislaus River that is listed for water quality impairment on the most recent 303(d)-list for: Cold, Migratory, & Spawning Benefits and Sediment. Completed: July 19, 2022-Received Notice to Proceed, 1st plan check completed 7/20/22, with 2nd & final plan check review completed 8/17/22. DF Engineering, Inc.: David J. Hoberg, PE; Senior Civil Engineer

3) CITY OF MODESTO: Contact/Department: Nathan Bray, PE, Interim City Engineer, Community & Economic Development Department, Transportation Engineering & Design, Land Development Engineering, 1010 Tenth Street, Suite 3100, Modesto, CA 95353, p: 209.577.5542 Project: “Woodglen Villages” Location of Project: The subdivision project is located north of Pelandale Avenue, east of Carver Road, south of Bangs Avenue, and west of Tully Road. Scope: Provide Map & Plan Check Services for four (4) Final Maps, three (3) sets (phases) of Civil Improvement Plans.

Key Issues and Challenges: The Woodglen Villages subdivision includes the subdivision of 80.8 acres located within the Woodglen Specific Plan area, north of Pelandale Avenue, east of Carver Road, south of Bangs Avenue, and west of Tully Road into 367 single-family residential lots, one multi-family residential lot, two open space/storm basin lots, one park lot and 10 landscape lots. Reviewed storm drainage basin calculations and post construction treatment device for conformance to City design criteria and stormwater quality regulations.

Completed: March 10, 2022 DF Engineering, Inc.: Scott T. DeLaMare, Principal Land Surveyor & David J. Hoberg, PE; Senior Civil Engineer

C. TECHNICAL PROPOSAL CONTENT (continued):

B. Proposed Staffing and Project Organization

- i. Registered Professional Engineer: All plan checking work shall be performed by David J. Hoberg, CE 53311, or under his direction, in accordance with the Professional Engineers Act.
- ii. Brief Resume: David J. Hoberg, PE - Senior Civil Engineer, California Registered Civil Engineer No. 53311, 1995, BS Engineering, University of Redlands, 1980, Qualified SWPPP Developer (QSD) & Qualified SWPPP Practitioner (QSP) No. 20186
- iii. Key Personnel: David J. Hoberg, PE - Senior Civil Engineer has been employed with the firm since 1990 and has over 40 years of experience in plan checking & civil design for subdivisions, commercial developments and public works projects; including earthwork, pavement structural section, retaining walls, underground piping, flow analysis for sanitary sewer, water and storm drainage systems.
- iv. Reporting Relationship: David J. Hoberg, PE - Senior Civil Engineer will be the primary contact for the project work.
- v. Key Personnel Availability: David J. Hoberg, PE - Senior Civil Engineer shall not be removed or replaced without the prior written concurrence of the City of Manteca.

C. Work Plan

- i. Approach: Coordination with City of Manteca staff to receive service request, confirm requested delivery schedule and appropriate project electronic files; provide preliminary review to confirm completeness of submittal package; confirm completeness or procure additional files and information as needed from City staff to proceed with project review. The goal is overall efficiency. Utilize City of Manteca project checklist as base guide for project review.
- ii. Activities: Research of City of Manteca standards and Master plans, project environmental documents and Project Conditions of Approval as necessary to provide confirmation of project conformance to all applicable requirements as outlined in Conditions of Approval. Strategically review project improvement plans coordinating with project checklist and other appropriate project documentation. Coordination with City staff as necessary.
- iii. Methods: Utilize project checklist and industry standard review methodology seeking to confirm project conformance with expected regional design standards; avoid "style-checking" of drafting presentation except for issues of clarity. Update checklist as process of review proceeds. Make redline comments using Adobe Acrobat on project electronic documents i.e., improvement plans, calculations, project reports, etc. Provide summary comments on the project checklist as necessary. Contact City project staff when review is complete and ready to electronically return to City for further processing. Follow up with City staff as necessary to ensure electronic responses/files are received.

Civil Engineering

- Storm Water Drainage Design
- Low Impact Development Design & Implementation
- Water Service Design
- Sanitary Sewer/Storm Drain Lift Station Design
- Grading & Drainage Design

- Street Design & Improvement Plans
- On-Site Design & Improvement Plans
- Utility Research
- Parking Lot Design
- Project Supervision/Contract Administration

Surveying

- Topographic Surveys
- Boundary Surveys
- Legal Descriptions
- Construction Surveying
- A.L.T.A./N.S.P.S. Surveys
- Parcel Maps/Subdivision Maps
- Lot Line Adjustments
- Easements/Rights-of-Way
- Expert Witness

Planning

- Use Permits/Plot Plans
- Conceptual Site Plans
- Engineer's Estimates
- Cost Analysis
- Preliminary Site Design & Analysis
- Planned Developments

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EXPERIENCE AND QUALIFICATION OF KEY PERSONNEL:

Barbara J. DeLaMare-Cremer, CPA - Principal

- [California Certified Public Accountant No. 46482, 1986](#)
- [BA Accounting, California State University, Stanislaus, 1984](#)

Barbara has been employed with the firm since 1986 and has over 40 years of experience in project management, entitlement processing, client coordination and working with governmental agencies. Barbara became Vice President/Chief Financial Officer in 2006 and President in 2013.

Scott T. DeLaMare, LS - Principal

- [California Licensed Land Surveyor No. 8078, 2005](#)
- [AA General, Modesto Junior College, 1991](#)

Scott has been employed with the firm since 1985 and has over 40 years of experience in boundary, topographic, subdivision and construction surveys; research and calculation of boundary and subdivision surveys, drafting, CAD drafting, preparation of legal descriptions, rights-of-way, preparation of improvement plans and record maps. Scott became Vice President/Secretary in 2006.

David J. Hoberg, PE - Senior Project Engineer

- [California Registered Civil Engineer No. 53311, 1995](#)
- [BS Engineering, University of Redlands, 1980](#)
- [Qualified SWPPP Developer \(QSD\) & Qualified SWPPP Practitioner \(QSP\) No. 20186, 2011](#)

Dave has been employed with the firm since 1990 and has over 40 years of experience in civil design for subdivisions, commercial developments and public works projects; including earthwork, pavement structural section, retaining walls, underground piping, flow analysis for sanitary sewer, water and storm drainage systems.

Kevin J. Ellis – CAD Technician

- [AS Computer Science, Modesto Junior College, 2004](#)

Kevin started with the firm in 2014 and has over 20 years of experience in civil engineering. Kevin's experience includes subdivision development, site design, and public works projects. Kevin has extensive experience in Auto Cad Civil 3D, to generate profiles, cross-sections and volume calculations.

SUB-CONSULTANT:

Thomas Price, Principal Surveyor; Pacific Land Surveys

- [California Licensed Land Surveyor No. 8920, 2012](#)

Tom has been providing high quality Professional Land Surveying services to a wide variety of clients and sectors throughout his career. Being a second generation Land Surveyor in California's Central Valley, Tom was afforded the ability to begin practicing this profession at an early age. The early years of his career were spent in the field working on topographic, ALTA, construction, aerial control, and boundary surveys of all sizes. Tom's skill sets quickly led him to an office position where he was able to interface with both clients and field staff to ensure projects maintained positive progress. While managing field technicians, Tom was tasked with numerous roles including project management, topographic survey preparation, QA & QC, survey department standardization and survey mapping. Tom joined the DF Engineering, Inc. project team in 2019.

EXHIBIT B

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]**

I am aware of the provisions of Section 3700 of the Labor Code which require 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 AGREEMENT.

CONSULTANTS

By: _____
[Title]

EXHIBIT C

Fee Schedule



DF ENGINEERING, INC.

CIVIL ENGINEERING AND SURVEYING
3421 TULLY ROAD · SUITE J · MODESTO, CA 95350
TELEPHONE (209) 529-7450 · EMAIL DFENGINEERING@DFENGINEERING.COM
www.dfengineering.com

• SCOTT T. DELAMARE
LS 8078

• BARBARA J. DELAMARE
CPA 46482E

• DAVID J. HOBERG
PE 53311, QSD/QSP

• KEVIN J. ELLIS
CIVIL TECHNICIAN

ATTACHMENT 3

**DF ENGINEERING, INC.
HOURLY FEE SCHEDULE
FOR
CITY OF MANTECA
ENGINEERING DEPARTMENT
On-Call Civil Improvement Plan Check Services**

DAVID J. HOBERG, PE; Senior Civil Engineer

\$200