

AGENDA
Regular Meeting
TULELAKE CITY COUNCIL

May 06, 2025

5:30 PM

Dial in Number: 712-432-3900 – Conference id: 419973 #

If you are unable to attend in person, join the meeting by dialing the number listed above and entering the Conference ID No.

1. Call to order the regular meeting of May 06, 2025.
2. Pledge of Allegiance
3. Approval of the April 15, 2025, regular meeting minutes. Discussion/Action.
4. Approval of the payments of bills. Discussion/Action.
5. Comments from the public.

This is the time set aside for citizens to address the Council on matters not on the agenda. Comments should be limited to matters within the jurisdiction of the Council. If your comment concerns an item on the agenda, please address the Council after that item is open for public comment. By law, the Council cannot discuss or act on matters that are not on the agenda. The mayor reserves the right to limit the duration of each speaker to three (3) minutes. Speakers may not give their time to others.

6. Discussion of petition to keep Officer Ruiz employed with the Tulelake Police Department. Discussion/Action. (Christina Alvarez)
7. Approval of Additional Scope of Survey Services of Topographic Survey of the southern portion of APN 050-201-020-000 south of Ray Oehlerich Way. Discussion/Action. (Chief Resilience Officer)
8. Designation of Applicant's Agent Resolution for Non-State Agencies for the Prepare CA Jumpstart Grant for the Tulelake City Council approving the Authorized Agents for document submission. Discussion/Action. (Chief Resilience Officer)
9. Review and approval of Tulelake Ray Oehlerich southern parcel survey for APN# 050-201-020-000. Discussion/Action. (Chief Resilience Officer)
10. Review and approval of Trilogy Architecture's Request for Qualifications budget for the Tulelake Cultural Visitor Center. Discussion/Action. (Mayor Cordonier)
11. Approval to purchase an ID card printer for Carry Concealed Weapon Licensing. Discussion/Action. (Chief of Police)
12. Discussion about enforcing nuisance abatement in the City. Discussion/Action. (Mayor Cordonier)
13. Discussion regarding City vehicles being parked per SCORE insurance and authorizing only City employees to drive and ride in City vehicles. Discussion/Action. (Mayor Cordonier)
14. Discussion regarding timecards being signed before running payroll. Discussion/Action. (Mayor Cordonier)
15. Discussion about exempt employees leaving work early. Discussion/Action. (Mayor Cordonier)
16. Department Head updates. Discussion/Action.

- a. Chief of Police, Tom Hoy
- b. Chief Resilience Officer, Jenny Coelho
- c. Interim City Hall Administrator, Aissa Martinez
- d. Director of Public Works, Jose Perez
- e. Finance Director, Will Sargent

COMMENTS FROM ADMIN AND STAFF:

17. Comments from City Engineer
18. Comments from City Attorney
19. Comments from City Building Inspector (Steve Sluss)
20. Comments from Library Branch Manager (Kaylee Wood)
21. Comments from City Treasurer (Sara Luscombe)
22. Comments from City Clerk (Casey Joiner)
23. Comments from City Administrative Clerk (Cecilia Alvarado)
24. Comments from Assistant City Admin (Christian Marquez)
25. Comments from Council Member Henry Ebinger
26. Comments from Council Member Margie Cordonier
27. Comments from Council Member Teresa Williams
28. Comments from Council Member Bryan Hendricks
29. Comments from Council Member Tom Cordonier
30. Adjournment

Meetings are held in the Council Chambers at City Hall located at 591 Main Street, Tulelake, CA 96134.

Parties with a disability as provided by the American Disabilities Act who require special accommodations or aids to participate in a public hearing should make the request to City Hall Staff at least 48 hours prior to the meeting.

The City Attorney, Margaret Long, may appear by telephone from 2240 Court Street, Redding, CA 96001 (530) 691-0800.

The City Finance Director, Will Sargent, CPA, may appear by telephone from 125 Riverside Drive, Klamath Falls, OR 97601 (541) 882-2668.

MINUTES
Regular Meeting
TULELAKE CITY COUNCIL
April 15th, 2025 - 5:30 PM

Mayor, Tom Cordonier called the meeting to order at 5:30PM. Mayor Pro Tem Bryan Hendricks and Council Members Henry Ebinger and Margie Cordonier were present. Also in attendance were Chief of Police, Tom Hoy; Chief Resilience Officer, Jenny Coelho; Director of Public Works, Jose Perez; City Administrative Clerk, Cecilia Alvarado; Assistant City Admin, Christian Marquez and newly appointed City Clerk, Casey Joiner. Those absent were Council Member, Teresa Williams; Finance Director, Will Sargent; City Treasurer, Sara Luscombe and Interim City Hall Administrator, Aissa Martinez.

APPROVAL OF THE APRIL 01, 2025, REGULAR MEETING MINUTES

Council member Henry Ebinger made a motion for the approval of the April 1, 2025, regular meeting minutes. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-65)

APPROVAL OF THE PAYMENT OF BILLS

Mayor Cordonier made a motion to approve paying the bills presented. Council member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-66)

COMMENTS FROM THE PUBLIC

No comments.

APPOINTMENT OF CITY CLERK

Interviews for the appointment of City Clerk were between Jack Bittner and Casey Joiner. Casey stepped out while Jack was interviewed and Jack stepped out while Casey was interviewed. Casey was given the appointment. Mayor Cordonier made a motion to approve Casey as the new City Clerk. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-67)

OATH OF OFFICE FOR APPOINTED CITY CLERK

Mayor Cordonier swore in newly appointed City Clerk, Casey Joiner with term ending December 2026.

AMENDING RESOLUTION 25-03, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULELAKE, CALIFORNIA, APPROVING THE TULELAKE LIBRARY BRANCH MANAGER, TO APPLY FOR AND ACCEPT GRANT FUNDS FOR THE UPDATE AND IMPROVEMENT OF THE CITY OF TULELAKE LIBRARY

Council Member Cordonier made a motion to approve amending Resolution 25-03, a Resolution of the City Council of the City of Tulelake, California, approving the Tulelake Library Branch Manager, to apply for and accept grant funds for the update and improvement of the City of Tulelake Library. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-68)

APPROVAL OF RESOLUTION 25-04, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TULELAKE APPROVING THE USE OF THE CITY PROPERTY EAST OF SEWER PONDS FOR FAIR PROJECT USE FOR OUR YOUTH TO USE FOR LIVESTOCK PENS

Mayor Cordonier made a motion to approve Resolution 25-04, a Resolution of the City Council of the City of Tulelake approving the use of the City property east of sewer ponds for fair project use for our youth to use for livestock pens. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-69)

DISCUSSION ON K-9 FUNDS BEING PUT BACK IN PUBLIC SAFETY

Chief of Police, Tom Hoy, commented that he took \$6500 from Public Safety to go to training for his K-9 to be certified. He commented that he would like to leave that money in the K-9 fund in case there is an emergency. Council Member Ebinger made a motion to leave the money in the K-9 Fund. Mayor Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-70)

APPROVAL TO ADD JUNETEENTH AS A PAID HOLIDAY FOR ALL CITY EMPLOYEES

Mayor Pro Tem Bryan Hendricks proposed adding Juneteenth as a paid City holiday for all City employees. Mayor Cordonier made a motion to add Juneteenth as a paid City holiday. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-71)

DISCUSSION REGARDING POSSIBLE REMOVAL OF PUBLIC WORKS SHOP FOUNDATION

Director of Public Works, Jose Perez discussed that he has bids coming in for the removal of the Public Works shop, between \$30-40K. He commented that he would like to remove the building and sell the foundation instead of having the extra cost. Council Member Cordonier recommended that we wait to hear from insurance before deciding. Discussion only. No action taken.

APPROVAL OF DIRECTOR OF PUBLIC WORKS AND PUBLIC WORKS STAFF, MARCO MEDINA, TO ATTEND TRAINING IN LAKE TAHOE

Director of Public Works, Jose Perez, commented that Marco needs to receive training to be up to date for certifications to back him up in the future. Council Member Cordonier made a motion to send Director of Public Works, Jose Perez and Public Works Staff, Marco Medina to Lake Tahoe for training. Council Member Ebinger seconded the motion. All votes were aye. Motion carried. (Motion 25-72)

UPDATE ON OUT OF STATE LICENSE PLATES

Chief of Police, Tom Hoy, commented that not much happened while he was at K-9 training, will be starting back up now that he's back.

CLOSED SESSION: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (\$54957) Title: DIRECTOR OF FINANCE

Council went into Closed Session at 6:31PM.

ANNOUNCEMENT OF CLOSED SESSION

Council returned from Closed Session at 6:47PM. A motion was made to go out for an RFP for a new Finance Director. All votes were aye. Motion carried. (Motion 25-73)

DEPARTMENT HEAD UPDATES

Chief of Police: Tom Hoy commented that his recruit fell through but that he has four qualified applicants that he could send to training in June, he will narrow it down to one. He also commented that the K-9 program is a huge success and the gym is almost done.

Chief Resilience Officer: Jenny Coelho commented that she had received one RFQ for the construction of the TCVC. She also commented that she has a meeting to get a quote for a generator grant. Jenny also commented that the grants are going well and are in Phase 2 on the EPA grant.

Interim City Hall Administrator: Absent.

Director of Public Works: No comments.

Finance Director: Absent.

ADJOURNMENT

Mayor Cordonier made a motion to adjourn the meeting at 7:08PM. Council Member Cordonier seconded the motion. All votes were aye. Motion carried. (Motion 25-74)

Tom Cordonier, Mayor

Attest:

Casey Joiner, City Clerk

City of Tulelake
Posted General Ledger Transactions - City Council Bills to Approve

Bills Submitted for Approval on 05-06-2025 - API25019 for Weeks 04/16/2025-05/06/2025				
Name	Document Number	Document Amount	Document Description	Fund Code
ADKINS ENGINEERING AND	61682	8,800.00	Wastewater Improvement TO#15	03
AMERICAN SANITATION, INC	40120	140.00	Portable Toilet - BP- 1/15-2/11/25	04
CARD	004752	666.80	Supplies for K-9 Dinner	01
BANK OF AMERICA BUSINESS	077364	107.64	Apprivers	01
BANK OF AMERICA BUSINESS	189274	100.00	Meals	01
BANK OF AMERICA BUSINESS	214523	206.00	Porac	01
BANK OF AMERICA BUSINESS	219081	5.99	White Pages	01
BANK OF AMERICA BUSINESS	222169	117.45	Fuel	01
BANK OF AMERICA BUSINESS CARD	409758	37.35	Meal	01
BANK OF AMERICA BUSINESS	510097	100.00	Fuel	01
BANK OF AMERICA BUSINESS	622365	175.98	Ink for Office Computers	05
BANK OF AMERICA BUSINESS	884887	159.90	Zoom	01
BEAR TECHNOLOGIES	25445	110.00	Service Call to Trace Phone Lines	01
BEAR TECHNOLOGIES	25505	87.50	Endpoint Detection & Response	01
BEAR TECHNOLOGIES	25506	410.00	Monthly Server Maintenance	01
CAPITAL ONE SPARK BUSINESS	C1 03/21/2025	49.99	Operating Supplies	02
CAPITAL ONE SPARK BUSINESS	C1 04/03/2025	379.97	Pressure Washer	02
CAPITAL ONE SPARK BUSINESS	C1 04/05/2025	14.95	Parcel Quest	01
CAPITAL ONE SPARK BUSINESS	C1 04/07/2025	189.45	Office Supplies	01
CAPITAL ONE SPARK BUSINESS	C1 04/10/2025	14.98	Birthday Cake for Hank	01
CAPSTONE CERTIFIED PUBLIC	INV26167	2,515.00	Finance Director - March 2025	01
ED STAUB & SONS PETROLEUM,	12320936	621.68	Propane - PD	01
ED STAUB & SONS PETROLEUM,	12342049	21.10	Propane - PW	02
ED STAUB & SONS PETROLEUM,	12352703	763.12	Propane - CH	01
ED STAUB & SONS PETROLEUM,	12403929	16.10	Propane - PW	02
ED STAUB & SONS PETROLEUM,	359772	296.84	Fuel - PD	01
ED STAUB & SONS PETROLEUM,	359781	380.19	Fuel - PW	02
JENINE COELHO	JC 04/19/2025	86.30	Curtains for CRO Office	01
LANGAN ENGINEERING AND	90036075	4,197.50	Environmental Services Feb. 22 - Mar. 28,	01
OFFICE TECHNOLOGIES, INC.	52766	55.41	Copier Maintenance - CH	01
PACIFIC POWER	41972561-002 8 05/25	1,859.70	Streetlights	11
PACIFIC POWER	41972561-006 9 05/25	1,309.93	A6325 C Street	02
PACIFIC POWER	41972561-009 3 05/25	99.80	470 C St #A	01
PACIFIC POWER	41972561-010 1 05/25	33.50	489 Fifth Street	02
PACIFIC POWER	41972561-011 9 05/25	2,752.79	1001 Dean Callas Way	03
PACIFIC POWER	41972561-018 4 05/25	1.20	Wright Rd	03
PACIFIC POWER	41998321-001 6 05/25	1,532.97	101 Siskiyou Street	02
PACIFIC POWER	41998321-004 0 05/25	67.75	Main & E St	11
PACIFIC POWER	41998321-008 1 05/25	162.35	2 Ray Oehlerich Way	01
SISKIYOU COUNTY	FY 2024-2025	604.53	LAFCO	01
SPRING STREET ANALYTICAL LLC	1639	130.00	Collilert	02
STANTEC CONSULTING SERVICES	2385717	9,311.01	Tulelake DTSC ECRG Assessment FY24	01
STATELINE AUTO PARTS SUPPLY,	608090	9.99	JB Weld - PW	11
STATELINE AUTO PARTS SUPPLY,	608708	12.33	Small Tools - PW	01
STATELINE AUTO PARTS SUPPLY,	608752	68.21	Radiator/Clamp for Chevrolet - PW	02
SUNBELT RENTALS	165464359-0001	1,947.26	Trash Pump Rental	03
SUNBELT RENTALS	165652397-0001	1,732.10	Trash Pump Rental	03

City of Tulelake
Posted General Ledger Transactions - City Council Bills to Approve

THOMAS CORDONIER	TC 04/22/2025	163.31	CIIC Reimbursement	01
U.S. CELLULAR	0723413102	104.96	U.S. Cellular - PW	02
UNITED MECHANICAL	250407-002	896.61	Repair Heating System - PD	01
UNITED STATES POSTMASTER	PO 05/01/2025	154.00	Post Office Box Service Fee	01
VERIZON WIRELESS	6110997269	308.67	Verizon - PD	05
Total Bill Amount		\$44,090.16		
	Pay Dates: 04/25/2025	Approved at the		
	PAY PERIOD: 04/06/2025-04/19/2025	Regular Meeting		
		on May 06, 2025	Fund Account Codes:	
<i>Police Department:</i> <i>(3 Employees)</i>	\$4,240.52		01- General Fund	
<i>Chief Resilience Officer (1</i> <i>Employee)</i>	\$2,170.31		02- Enterprise Fund - Water	
<i>Public Works:</i> <i>(6 Employees)</i>	\$6,803.69		03- Enterprise Fund - Sewer	
<i>City Hall: (5 Employees,</i> <i>including Library & Custodial)</i>	\$4,866.67		04- Enterprise Fund - Garbage	
<i>Council & Elected Officials:</i> <i>(7 persons)</i>	\$2,054.90		05- Police Personnel (COPS Grant)	
			11- Gas Tax Fund (Streets)	
Total Amount of Payroll DD's		\$20,136.09	13- Local Transportation (TDA)	
Total Amount Submitted for Approval - May 06, 2025:		\$64,226.25		

21 April 2025

Ms. Jenny Coelho
City of Tulelake
591 Main Street
Tulelake, California

**Professional Services – Additional Scope of Survey Services
Tulelake, California
APN 050-201-020
Langan Project No. 760640600**

Dear Ms. Coelho,

As discussed with Andrew and team during our last surveying call on 10 March, the following is an outline of the additional Survey scope that we will need in order to complete the lotting of the proposed subdivision for the parcel south of Ray Oehlerich Way (APN 050-201-120). The scope of services is outlined below:

- Perform additional Topographic Survey of the southern portion of the proposed subdivision area (south of Ray Oehlerich Way) including:
 - Perimeter fencing and primary features of the Sewage Treatment ponds and City recycling area
 - Locating the existing Agricultural Storage building and associated drainage canal at the southeast corner of the site
 - Roadway & drainage canal alignment at the site connection to Ridgeview Street
 - Fencing & drainage canal alignment of the southern perimeter of the site

The project Boundary is outlined in yellow on the map below:



FEE ESTIMATE

Per our discussion, this work would commence on a Time & Materials basis for a not-to-exceed amount of \$8500.

We understand that funding for the project will be provide by Tulelake's PLHA grants. Langan's standard terms and conditions have been attached for your review and approval as Attachment 1.

CLOSING

We appreciate the opportunity and look forward to working with you. If this proposal is acceptable, please sign below and return a copy as your authorization for Langan to proceed. If you have any questions, please call.

Sincerely,

Langan CA, Inc.



Andrew Turner
Senior Survey Project Manager



Donald J. Hodson, PE, LEED
Managing Principal

Attachment: General Terms and Conditions

LANGAN

General Terms and Conditions

I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

Payment by CLIENT in accordance with Section D of this Agreement is a condition precedent to LANGAN's indemnification obligations.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, CLIENT hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance, failure of performance or additional costs incurred by CLIENT related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local governments or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious diseases), or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

Unless a separate agreement is executed by the parties, upon receipt of direction to proceed from CLIENT and commencement of the SERVICES by LANGAN, and regardless of whether CLIENT signs the Proposal, these General Terms and Conditions will govern LANGAN's performance of the Services.

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.



DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Tulelake City Council OF THE City of Tulelake
 (Governing Body) (Name of Applicant)

THAT Jenny Coelho, Chief Resilience Officer, OR
 (Title of Authorized Agent)
Aissa Martinez, Interim City Hall Administrator, OR
 (Title of Authorized Agent)
Cecilia Alvarado, City Administrative Clerk
 (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Tulelake,
 (Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Tulelake,
 (Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 6th day of May, 2025

Thomas L. Cordonier, Mayor
 (Name and Title of Governing Body Representative)

Bryan Hendricks, Mayor Pro Tem
 (Name and Title of Governing Body Representative)

Henry A. Ebinger, Council Member
 (Name and Title of Governing Body Representative)

CERTIFICATION

I, **Casey Joiner**, duly appointed and **City Clerk** of

 (Name) (Title)
 City of Tulelake _____, do hereby certify that the above is a true and
 (Name of Applicant)

correct copy of a resolution passed and approved by the **Tulelake City Council**
 (Governing Body)
 of the **City of Tulelake** on the 6th day of May, 2025.
 (Name of Applicant)

 (Signature) **City Clerk**

 (Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



NON-STATE AGENCIES

OES-FPD-130 (Rev. 10-2022)

Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

21 April 2025

Ms. Jenny Coelho
City of Tulelake
591 Main Street
Tulelake, California

**Professional Services – Additional Scope of Survey Services
Tulelake, California
APN 050-201-020
Langan Project No. 760640600**

Dear Ms. Coelho,

As discussed with Andrew and team during our last surveying call on 10 March, the following is an outline of the additional Survey scope that we will need in order to complete the lotting of the proposed subdivision for the parcel south of Ray Oehlerich Way (APN 505-201-020). The scope of services is outlined below:

- Perform additional Topographic Survey of the southern portion of the proposed subdivision area (south of Ray Oehlerich Way) including:
 - Perimeter fencing and primary features of the Sewage Treatment ponds and City recycling area
 - Locating the existing Agricultural Storage building and associated drainage canal at the southeast corner of the site
 - Roadway & drainage canal alignment at the site connection to Ridgeview Street
 - Fencing & drainage canal alignment of the southern perimeter of the site

The project Boundary is outlined in yellow on the map below:



Based on the timing for opportunity for Siskiyou County to review our map, we strongly recommend getting this ASR scope & budget approved in a timely manner for us to keep the momentum of the map going. We would not be able to complete the desired lotting pattern discussed during our call without this additional topo.

CONDITIONS AND EXCLUSIONS

1. A current title report of the subject property will be provided by the client.
2. This survey scope of services does not include:
 - a. ALTA/NSPS Land Title survey, or
 - b. Planning Entitlement work or a Tentative Map.
3. The site will be accessible and clear of obstructions at the requested time of survey. If coordination of site access is required prior to the survey being performed, the client will provide the necessary information. The survey will take place during normal business hours.
4. Lot Tie Agreement and Lot Line Adjustment efforts are excluded from this quote.
5. Legal description(s) and exhibit(s) for dedications/easements are excluded from this quote.
6. The below-mentioned fee is based upon non-prevailing wage rates.

FEE ESTIMATE

Per our discussion, this work would commence on a Time & Materials basis for a not-to-exceed amount of \$8500.

We understand that funding for the project will be provide by Tulelake's PLHA grants. Langan's standard terms and conditions have been attached for your review and approval as Attachment 1.

CLOSING

We appreciate the opportunity and look forward to working with you. If this proposal is acceptable, please sign below and return a copy as your authorization for Langan to proceed. If you have any questions, please call.

Sincerely,

Langan CA, Inc.



Andrew Turner
Senior Survey Project Manager



Donald J. Hodson, PE, LEED
Managing Principal

Attachment: General Terms and Conditions

LANGAN

AUTHORIZATION TO PROCEED

Receipt of this proposal, including the General Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

Ms. Jenny Coelho
City of Tulelake
591 Main Street
Tulelake, California

**Professional Services – Additional Scope of Survey Services
Tulelake, California
APN 050-201-010
Langan Project No.: 760640600**

Company: _____ (“Client”)

By/Title: _____
(Authorized representative)

Signature: _____

Date: _____

LANGAN

General Terms and Conditions

LANGAN

GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, Inc.; or Langan CT, Inc.; or Langan MA, Inc.; or Langan MI, Inc.; or Langan International, LLC; or such other Langan entity specifically identified in the Proposal (each individually, a "LANGAN ENTITY"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "Proposal"), shall constitute the "Agreement." For purposes of this Agreement, the LANGAN ENTITY identified in the Proposal shall be referred to as "LANGAN" and the entity signing the Proposal shall be referred to as "CLIENT."

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and LANGAN was not notified by CLIENT, CLIENT agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. CLIENT also agrees to defend, indemnify, and hold harmless LANGAN from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

E. RIGHT OF ENTRY

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services, including execution of any site access or license agreements required for completion of the Services. LANGAN will not be required to execute any site access or license agreement(s). While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

Payment by CLIENT in accordance with Section D of this Agreement is a condition precedent to LANGAN's indemnification obligations.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, CLIENT hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance, failure of performance or additional costs incurred by CLIENT related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local governments or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious diseases), or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an

experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by CLIENT of a reliance fee equal to 10 percent (10%) of the amount paid by CLIENT for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to CLIENT and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. In the event LANGAN is required to execute any certifications, it is understood and agreed that: (i) the words "certify" or "certification" shall mean an expression of LANGAN's professional opinion based upon available information and consistent with the Standard of Care; and (ii) such certification does not constitute a warranty or guarantee by LANGAN.

P. CONFLICTS OF INTEREST

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION AND SUSPENSION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement.

Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of suspension for non-payment, LANGAN shall have the right to: (i) withhold its project Deliverables; and (ii) demand advanced payment for future services. Furthermore, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with this Section Q, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

R. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation. CLIENT shall reimburse LANGAN for the actual cost of disposal plus 15%.

S. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

If LANGAN is requested to execute a consent to assignment of this Agreement to a lender or other entity providing financing for the Project, LANGAN, in its sole but reasonable discretion, may agree to execute any such document provided it does not materially alter LANGAN's risk exposure or obligations under this Agreement, and provided the assignee agrees to: (i) pay any amounts due and owing at the time of assignment; (ii) pay any amounts to become due subsequent to such assignment; and (iii) be bound by the terms and conditions of this Agreement.

U. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

Unless a separate agreement is executed by the parties, upon receipt of direction to proceed from CLIENT and commencement of the SERVICES by LANGAN, and regardless of whether CLIENT signs the Proposal, these General Terms and Conditions will govern LANGAN's performance of the Services.

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, Inc.; or Langan CT, Inc.; or Langan MA, Inc.; or Langan MI, Inc.; or Langan International, LLC; or such other Langan entity specifically identified in the Proposal (each individually, a "LANGAN ENTITY"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "Proposal"), shall constitute the "Agreement." For purposes of this Agreement, the LANGAN ENTITY identified in the Proposal shall be referred to as "LANGAN" and the entity signing the Proposal shall be referred to as "CLIENT."

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B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and LANGAN was not notified by CLIENT, CLIENT agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. CLIENT also agrees to defend, indemnify, and hold harmless LANGAN from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

E. RIGHT OF ENTRY

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services, including execution of any site access or license agreements required for completion of the Services. LANGAN will not be required to execute any site access or license agreement(s). While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

Payment by CLIENT in accordance with Section D of this Agreement is a condition precedent to LANGAN's indemnification obligations.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, CLIENT hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance, failure of performance or additional costs incurred by CLIENT related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local governments or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious diseases), or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an

experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by CLIENT of a reliance fee equal to 10 percent (10%) of the amount paid by CLIENT for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to CLIENT and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. In the event LANGAN is required to execute any certifications, it is understood and agreed that: (i) the words "certify" or "certification" shall mean an expression of LANGAN's professional opinion based upon available information and consistent with the Standard of Care; and (ii) such certification does not constitute a warranty or guarantee by LANGAN.

P. CONFLICTS OF INTEREST

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION AND SUSPENSION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement.

Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of suspension for non-payment, LANGAN shall have the right to: (i) withhold its project Deliverables; and (ii) demand advanced payment for future services. Furthermore, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with this Section Q, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

R. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation. CLIENT shall reimburse LANGAN for the actual cost of disposal plus 15%.

S. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

If LANGAN is requested to execute a consent to assignment of this Agreement to a lender or other entity providing financing for the Project, LANGAN, in its sole but reasonable discretion, may agree to execute any such document provided it does not materially alter LANGAN's risk exposure or obligations under this Agreement, and provided the assignee agrees to: (i) pay any amounts due and owing at the time of assignment; (ii) pay any amounts to become due subsequent to such assignment; and (iii) be bound by the terms and conditions of this Agreement.

U. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

Unless a separate agreement is executed by the parties, upon receipt of direction to proceed from CLIENT and commencement of the SERVICES by LANGAN, and regardless of whether CLIENT signs the Proposal, these General Terms and Conditions will govern LANGAN's performance of the Services.

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.



ASSUMPTIONS AND EXCLUSIONS

The following assumptions have been made pertaining to the scope of this proposal:

1. Common building materials, means and methods will be employed, except that design will account for unique site considerations such as soils subsidence.
2. Landscaping design will be to code required minimums.
3. Fire flow tests will be provided by the Client.
4. New electrical service will be provided to the site, sufficient to support the project.
5. All municipal and Client-provided utilities (such as telephone, data, water and wastewater) services to/from the site are sufficient to support the project.
6. New mechanical system types are expected to be: a) large rooftop units serving the large/open spaces with chases from the roof; and b) split systems or similar in offices and smaller spaces.
7. Technology design will include data and WAP design.
8. Generator and photovoltaic systems design will be future / by others. Power design for connection to these systems is included. Complete design of these systems may be provided as an additional design service with an additional design fee.
9. Performance specifications for fire sprinkler and telecom systems are sufficient and that these systems will be design-build by the awarded contractor(s). Complete design of these systems may be provided as an additional design service with an additional design fee.
10. All mechanical systems will be electric.

The following services are specifically excluded:

11. Geotechnical and soils services.
12. Environmental and hazardous materials investigations or abatement, including new Phase 1 ESA or modifications to existing.
13. Grant payment and energy incentive design and submittals.
14. Interior design services beyond standard architectural design.
15. Emergency power generator design. Emergency power generator design may be provided as an additional design service with an additional design fee.
16. Power system studies, such as arc-flash study.
17. Fees for Special Tests & Inspections, if required.



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Assumptions & Exclusions – Page 1 of 2
A&E Services for TCVC

18. Design of specialized exhibit or display cases, furnishings or systems (including lighting and environmental) required for special handling and storage of archival materials.
19. Value engineering services.
20. PV System design and engineering (coordination with system designer is part of basic services). PV System design may be provided as an additional design service with an additional design fee.
21. Permitting and regulatory approvals.
22. Permitting, bidding and construction phase services.
23. Community Engagement services.
24. Site visits by Mechanical Engineer.
25. Construction administration services.
26. Commissioning services.
27. Lighting acceptance testing.
28. BIM coordination and modeling
29. Emergency FM Radio System design. (Coordination is included).
30. Emergency Responder Radio Communication System design.
31. Access controls, security and A/V systems design. (Coordination is included).
32. Gas systems coordination or design. (Assumed all electric utilities).



ARCHITECTURE & ENGINEERING TASKS		Discipline	Billing Type	Total
Phase 01 - Project Initiation & Pre-Design Services				
Task 01.1	Project Kickoff Meeting to review project goals, budget constraints, programming requirements and cultural considerations	Architect	Fixed Fee	\$4,770.00
Task 01.2	Site Analyses (code research & coordination of tests & investigations)	Architect	Fixed Fee	\$6,149.00
Task 01.2a	Topographic Survey	Civil	See Supplemental Services	
Task 01.3	Preliminary coordination with Consultants, develop project timeline with key milestones	Architect	Fixed Fee	\$4,138.50
Task 01.3a	Initial Landscape Design (review & coordination)	Landscape	Fixed Fee	\$3,650.00
Task 01.3b	Initial Site Design (review & coordination)	Civil	Fixed Fee	\$4,150.00
Task 01.3c	Initial Structural Design (review & coordination)	Structural	Fixed Fee	\$2,600.00
Task 01.3d	Initial M/P/E Design (review & coordination)	M/P/E	Fixed Fee	\$14,317.50
Task 01.3d	Initial budgets and cost estimation	Architect	Fixed Fee	\$9,500.00
Task 01.4	Community Engagement	Architect	Fixed Fee	\$0.00
Subtotal - Phase 01 Basic Services				\$49,275.00
Phase 01 - Supplemental Services				
Task 01.2a	Topographic Survey	Civil	Fixed Fee	\$4,000.00
Subtotal - Phase 01 Supplemental Services				\$4,000.00
TOTAL - PHASE 01 SERVICES				\$49,275.00
Phase 02 - Design Development (DD)				
Task 02.1	Code analysis to determine zoning, life safety, egress and accessibility requirements and impacts	Architect	Fixed Fee	\$9,196.00
Task 02.2	Review/refine Systems & Materials, Generate BIM/CAD model	Architect	Fixed Fee	\$27,588.00
Task 02.3	Develop 100% complete DD drawings, including floor plans, ceiling plans, roof plan, exterior elevations and building sections	Architect	Fixed Fee	\$20,691.00
Task 02.4	Coordinate structural, mechanical and electrical systems with architectural design	Architect	Fixed Fee	\$9,196.00
Task 02.5	Develop preliminary landscape design along with planting types and locations	Landscape	Fixed Fee	\$2,600.00
Task 02.6	Develop refined site design along with detailed topography, drainage and utility layouts	Civil	Fixed Fee	\$20,125.00
Task 02.7	Develop preliminary structural layout and design of major elements, review load assumptions and perform preliminary structural calculations	Structural	Fixed Fee	\$12,075.00
Task 02.8	Develop preliminary mechanical, plumbing, electrical, low-voltage & fire alarm systems designs and layouts	M/P/E	Fixed Fee	\$44,103.00
Task 02.9	Quality control review (at each milestone)	Architect	Fixed Fee	\$16,553.00
Task 02.10	Develop updated construction cost estimate	Architect	Fixed Fee	\$14,400.00
Task 02.11	Client meeting(s) to review design and obtain input for further design development (at each milestone)	Architect	Fixed Fee	\$6,649.00
Task 02.12	Community Engagement	Architect	Fixed Fee	\$0.00
Task 02.13	Outline Specifications	Architect	Fixed Fee	\$5,643.00
Subtotal - Phase 02 Basic Services				\$188,819.00
Phase 02 - Supplemental Services				
Task 02.14	Grant Support Documentation	Architect	Estimate	NIC
Task 02.15	Emergency Generator Design	M/P/E	Estimate	NIC
Subtotal - Phase 02 Supplemental Services				\$0.00
TOTAL - PHASE 02 SERVICES				\$188,819.00



Phase 03 - Construction Documents (CD)

Task 03.1	Updates to BIM/CAD model, incorporating additional design progress. Client comments and coordinating with Consultant engineering	Architect	Fixed Fee	\$26,209.00
Task 03.2	Drafting/developing Construction Document drawing sheets	Architect	Fixed Fee	\$41,727.00
Task 03.3	Quality control review	Architect	Fixed Fee	\$9,196.00
Task 03.4	Develop final landscape design along with final plantings, hardscaping, irrigation and specifications	Landscape	Fixed Fee	\$2,875.00
Task 03.4	Develop final site design along with final grading, drainage and utility plans and specifications	Civil	Fixed Fee	\$14,950.00
Task 03.5	Develop final structural design including foundation system, framing plans, calculations and specifications	Structural	Fixed Fee	\$14,950.00
Task 03.6	Develop final M/P/E design including HVAC equipment layouts and schedules, piping plans, plumbing and lighting fixture schedules, power and lighting plans, low-voltage plans, fire alarm plans, calculations and specifications	M/P/E	Fixed Fee	\$98,555.00
Task 03.7	Coordinate structural, mechanical and electrical systems with architectural design	Architect	Fixed Fee	\$7,357.00
Task 03.8	Client meeting(s) to review design and obtain input for further design development (at each milestone)	Architect	Fixed Fee	\$6,539.00
Task 03.9	Develop final construction cost estimate	Architect	Fixed Fee	\$0.00
Task 03.10	Specifications	Architect	Fixed Fee	\$27,588.00
Task 03.11	Client, Community and Consultant updates, and final document preparation	Architect	Fixed Fee	\$11,955.00
Subtotal - Phase 03 Basic Services				\$261,901.00

Phase 03 - Supplemental Services

Task 03.12	Custom Graphic Wayfinding & Signage Design Package	Architect	Estimate	NIC
Task 03.13	Emergency Generator Design	M/P/E	Estimate	NIC
Subtotal - Phase 03 Supplemental Services				\$0.00

TOTAL - PHASE 03 SERVICES **\$261,901.00**

TOTAL - BASIC SERVICES **\$499,995.00**

TOTAL - SUPPLEMENTAL SERVICES *Estimate* **\$4,000.00**

* Refer to Attached List of Assumptions & Exclusions

* Refer to Attached Schedule of Fees for Hourly Rates and Reimbursable Expenses



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Quote #11001725049

Account Manager: Kelsey Bergman

<p>Bill To: Tony Ross Tulelake Police Department 470 C St, Tulelake, California 96134 United States (530) 667-5284 Tross@tulepd.com</p>	<p>Ship To: Tony Ross Tulelake Police Department 470 C St, Tulelake, California 96134 United States (530) 667-5284 Tross@tulepd.com</p>
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Product Name	SKU	Original Price	Quote Price	Quantity	Subtotal
CloudBadging ID Card Software - 1 Year Subscription - Up to 500 Records	CB-subsc2	\$239.88	\$239.88	1	\$239.88
IDP R-659894 Color Ribbon - YMCKO - 100 prints	R-659894	\$50.99	\$50.99	1	\$50.99
IDP SOLID-310SE Card Printer Bundle - Dual-Sided	ID-653021K	\$1,790.72	\$1,399.00	1	\$1,399.00
<p>TrueSupport Coverage Add TrueSupport coverage (4 yr plan + 1 yr free)</p>					
TrueSupport Five Year Support Warranty	TrueSupport-5	\$0.00	\$391.72	1	\$391.72
Duraclean™ 659909 Cleaning Kit - 10x Long T Cards	DC-659909	\$30.99	\$30.99	1	\$30.99
Logitech C270 ID Card Camera	LOH-960-000694	\$48.99	\$48.99	1	\$48.99
Subtotal					\$2,161.57
Shipping & Handling (FedEx - Super Saver)					\$0.00
Tax					\$156.72

Product Name	SKU	Original Price	Quote Price	Quantity	Subtotal
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Grand Total **\$2,318.29**

Send payments to:
AlphaCard
PO Box 95727
Chicago, IL 60694-5727

Sales Office:
18350 SW 126th Place
Tualatin, OR 97062



Directions:

1) Complete Vehicle Description (Year, Make, Model, Complete VIN# & Current Value)

1) Equipment Value - Additional Equipment physically attached and made a part of the vehicle should be enter in this column. As well as actual Mobile Equipment values (i.e.; backhoes, tractors, street sweepers)

2) Physical Garaging Address

Veh #	ID#	Year	Make	Model	Vin #	Deductible	Equipment Value	Vehicle Total	Equipment Total	Physical Garaging Address - Required
1	PW1	2003	Ford	Ranger	1FTYR14V53PA581	1,000	\$	\$ 5,000	\$ 5,000	1000 Dean Callas Way
2	PW2	2007	Ford	F-150 Pickup	1FTRF12247KA94389	1,000	\$	\$ 9,000	\$ 9,000	1000 Dean Callas Way
3	PW3	2009	Ford	F-250 Pickup	1FTNF21579EA02306	1,000	\$	\$ 12,000	\$ 12,000	1000 Dean Callas Way
4	PW4	2022	GMC	Sierra K2500	1GT59LE70NPF248482	1,000	\$ 2,500.00	\$ 45,000	\$ 47,500	1000 Dean Callas Way
5	PW5	2023	Freightliner	Garbage Truck	3ALACXFE1PDUH2071	1,000	\$	\$ 265,000	\$ 265,000	101 C Street
6	PD1	1991	Chevrolet	C30 Box Van	2GBGG31JXM4138371	1,000	\$	\$ 7,000	\$ 7,000	470 C Street
7	PD2	1997	Club Car	Electric Cart	J9745-619831	1,000	\$	\$ 2,000	\$ 2,000	470 C Street
8	PD3	2000	Club Car	Electric Cart	F0016-883793	1,000	\$	\$ 2,000	\$ 2,000	470 C Street
9	PD4	2011	Dodge	Charger	2B3CL1CG8BH600591	1,000	\$ 7,500.00	\$ 15,000	\$ 22,500	470 C Street
10	PD5	2016	Chevrolet	Tahoe	1GNSKDEC2GR252424	1,000	\$ 10,500.00	\$ 30,000	\$ 40,500	470 C Street
11	PD6	2018	Dodge	Ram Truck	1C6RR7XT8JS291673	1,000	\$ 6,500.00	\$ 10,000	\$ 16,500	470 C Street
12	PD7	2018	Dodge	Ram Truck	1C6RR7XT1JS291675	1,000	\$ 6,500.00	\$ 8,000	\$ 14,500	470 C Street
13	PD8	2019	Dodge	Charger	2C3CDXKT7KH682346	1,000	\$ 6,500.00	\$ 8,000	\$ 14,500	470 C Street
14	PW6	1989	Chevrolet	Pick Up	1GCFK24K4KE235261	1,000	\$	\$ 10,000	\$ 10,000	489 5th Street
15	PW7	1994	Ford	Bucket Truck	1FDLF479G3REA34970	1,000	\$ 10,000.00	\$ 10,000	\$ 20,000	489 5th Street
16	PW8	1997	Chevrolet	Stake Bed	4KBB4B1R5VJ000863	1,000	\$	\$ 8,000	\$ 8,000	489 5th Street
17	PW9	2001	Seca	747-FR2000 Sewer Jetter	1S9112223Y4381124	1,000	\$ 3,000.00	\$ 15,000	\$ 18,000	489 5th Street
18	PW10	2011	Elgin	Eagle Street Sweeper	JNAPC81L2AAC80244	1,000	\$	\$ 58,000	\$ 58,000	489 5th Street
19	PD9	2016	Dodge	Charger	2C3CDXKT1GH141171	1,000	\$ 6,500.00	\$ 8,000	\$ 14,500	470 C Street

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MEMORANDUM

To: Aissa Martinez, City Hall Administrator
From: Margaret Long, City Attorney
Date: April 30, 2025
Re: Exempt Employees

Exempt employees are paid on a salary basis, meaning their pay is not tied to the number of hours worked. [According to the California Department of Industrial Relations](#) they should receive their full salary as long as they work any part of a workweek.

This does not mean they are allowed to leave work without permission or regularly work less than full time.

It is important to note the following:

- Employers can legally have a policy that outlines how partial-day absences will be handled for exempt employees, and the policy can allow deduction from accrued vacation or PTO to cover this time off;
- Exempt employees can be required to work more than 40 hours each week, and can be disciplined for not being available during work hours and/or not completing their job functions;
- Employers may require an exempt employee to record and track hours and to work a specified schedule without affecting the employee's exempt status. Employees are required to track hours accurately or will be subject to discipline;
- Employers can deduct from an exempt employee's accrued vacation, sick, or PTO time to cover partial-day absences, even if it results in a negative balance.

There are even situations where an exempt employee of a public agency may have his or her pay reduced, or may be placed on unpaid leave for absences due to personal reasons of less than one full day when leave is not used by the employee because:

- Permission to use leave has not been sought or permission has been sought and denied;
- The employee's accrued leave has been exhausted; or
- The employee chooses to use leave without pay;

The flexibility that comes with being an exempt employee does not allow the employee to leave work without permission or not work the full hours the job requires. If you have an employee who is abusing the privilege, please reach out to counsel to discuss options.