



# LODI CITY COUNCIL

Carnegie Forum  
305 West Pine Street, Lodi

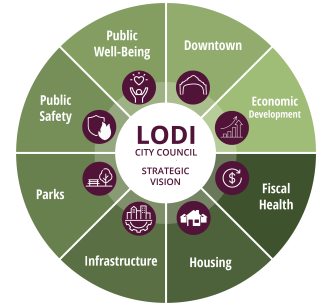
## AGENDA - Regular Meeting

Date: May 21, 2025

Time: Closed Session - 6:30 p.m.

Regular Session - 7:00 p.m.

Mayor Cameron Bregman  
Mayor Pro Tempore Ramon Yezpe  
Councilmember Lisa Craig-Hensley  
Councilmember Mikey Hothi  
Councilmember Alan Nakanishi



### Notice Regarding Public Comments

Public Comment may be submitted in the following ways:

- In-person
- Email – [councilcomments@lodi.gov](mailto:councilcomments@lodi.gov)
  - > Received no later than two hours prior to the meeting
- Mail – City Clerk's Office, P.O. Box 3006, Lodi, CA 95241
- Hand delivered to: City Clerk's Office, 221 W. Pine Street, Lodi, CA 95240
  - > Received no later than two hours prior to the meeting

Public comment received via email, mail, or hand delivery will be provided to the City Council and included in the official minutes record of the meeting, but will not be read aloud at the meeting.

### **\*AMENDED TO ADD CLOSED SESSION TITLE\***

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

#### **C-2 Announcement of Closed Session**

- a) CONFERENCE ON LABOR NEGOTIATIONS - Regarding International Brotherhood of Electrical Workers, Lodi City Mid-Management Association, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, Lodi Professional Firefighters, Lodi Fire Mid-Management, Confidential General Services, Confidential Mid-Managers, Executive Managers, and Appointed Employees, Pursuant to Government Code § 54957.6 (HR)

#### **C-3 Adjourn to Closed Session**

#### **6:55 p.m. Invocation/Call to Civic Responsibility.**

Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

**NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.**

#### **C-4 Return to Open Session / Disclosure of Action**

**A. Call to Order / Roll Call****B. Presentations**

- B.1** Presentation of Proclamation Proclaiming the Month of May 2025 as ALS Awareness Month in Lodi (CLK)

**Attachments:** [Attachment 1 - Proclamation](#)

- B.2** Presentation of Proclamation to California Department of Transportation District 10 (CLK)

**Attachments:** [Attachment 1 - Proclamation](#)

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

All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, refer to the Notice at the beginning of this agenda.

- Res. **C.1** Adopt a Resolution Appropriating Funds in Fiscal Year 2024-25 for the Downtown Business Alliance Grant for Aesthetic Improvements (\$38,804) (IS - BUD)

**Attachments:** [Attachment 1 - DBA Letters](#)  
[Attachment 2 - Resolution One-Time Funds](#)  
[Attachment 3 - DBA Check 2.23.24](#)  
[Attachment 4 - Resolution](#)

- Res. **C.2** Adopt a Resolution Repealing and Replacing Resolution No. 2022-219 and Amending the Lodi Senior Citizens Commission Bylaws (PRCS)

**Attachments:** [Attachment 1 - Senior Citizens Commission Meeting Minutes \(March 6, 2025\)](#)  
[Attachment 2 - Senior Citizens Commission Bylaws Redlined](#)  
[Attachment 3 - Resolution](#)

- Res. **C.3** Adopt a Resolution Authorizing City Manager to Execute Amendment #1 to Agreement with United Site Services, Inc. of California for Portable Restroom Services at Various City Parks By \$60,000 for a Total Not to Exceed Amount of \$126,826 (PRCS)

**Attachments:** [Attachment 1 - United Site Services Amendmnet No. 1](#)  
[Attachment 2 - Resolution](#)

- Res. **C.4** Adopt a Resolution Authorizing City Manager to Execute Amendment No. 9 to Professional Services Agreement with ABM Industry Groups LLC of San Francisco, for Janitorial Services (\$75,000) (PW)

**Attachments:** [Attachment 1 - Amendment No. 9](#)  
[Attachment 2 - Resolution](#)

- Res. **C.5** Adopt a Resolution Authorizing City Manager to Execute Amendment No. 3 with Clean Energy, of Newport Beach, for Monthly and Preventative Maintenance and Repairs of Compressed Natural Gas Fueling Station (\$175,000) (PW)

**Attachments:** [Attachment 1 - Amendment No 3](#)  
[Attachment 2 - Resolution](#)

- Res. **C.6** Adopt a Resolution Authorizing an Increase of City Manager's Change Order Authority by \$400,000 and Execute Contract Amendment No. 3 for 2021-2023 Tree Maintenance Contract with West Coast Arborists, Inc., of Anaheim (PW)

**Attachments:** [Attachment 1 - Amendment No. 3](#)  
[Attachment 2 - Resolution](#)

- C.7** Set a Public Hearing for June 4, 2025, on Workforce Vacancies, and Recruitment and Retention Efforts in Compliance with Assembly Bill 2561 (Government Code 3205.3) (ISD - HR)
- C.8** Set a Public Hearing for June 18, 2025, to Consider Adopting a Resolution Approving the Draft 2025-2026 Annual Action Plan for the Community Development Block Grant Program (CD)
- C.9** Set a Public Hearing for June 18, 2025, to Conduct the Annual Review of Ordinance No. 2001, Lodi Municipal Code Chapter 2.26, and to Consider Adopting a Resolution Approving the Annual Review and Report of the Military Equipment Use Policy (PD)

**D. Comments by the Public on Non-Agenda Items**

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

Public comment may only be made on matters within the Lodi City Council's jurisdiction (Government Code Section 54954.3, Lodi City Council Protocol Manual Section 6.3I). The Council cannot take action or deliberate on items that are not on this agenda unless there is an emergency and the need to take action on that emergency arose after this agenda was posted (Government Code Section 54954.2(b)(2)). All other items may only be referred for review to staff or placement on a future Council agenda.

If you wish to address the Council, please refer to the Notice at the beginning of this agenda. Individuals are limited to one appearance during this section of the Agenda.

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

**F. Public Hearings**

**G. Regular Calendar**

- Res. **G.1** Adopt a Resolution Approving Fee Increases at Lodi Lake and Acknowledging Staff Presentation on Proposed Adjustments (PRCS)

**Attachments:** [Attachment 1 - Resolution](#)  
[Attachment 2 - Proposed Lodi Lake Fees and Charges](#)

**H. Ordinances**

**I. Adjournment**

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

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Olivia Nashed  
City Clerk

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*All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. Agendas and staff reports are also posted on the City's website at [www.lodi.gov](http://www.lodi.gov). If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 72 hours prior to the meeting date. Language interpreter requests must be received at least 72 hours in advance of the meeting to help ensure availability. Contact Olivia Nashed at (209) 333-6702. Solicitudes de interpretación de idiomas deben ser recibidas por lo menos con 72 horas de anticipación a la reunión para ayudar a asegurar la disponibilidad. Llame a Olivia Nashed (209) 333-6702.*

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*Meetings of the Lodi City Council are telecast on SJTV, Channel 26. The City of Lodi provides live and archived webcasts of regular City Council meetings. The webcasts can be found on the City's website at [www.lodi.gov](http://www.lodi.gov) by clicking the meeting webcasts link. Members of the public may view and listen to the open session of this meeting at [www.facebook.com/CityofLodi/](https://www.facebook.com/CityofLodi/).*

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## COUNCIL COMMUNICATION

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**AGENDA TITLE:**

Presentation of Proclamation Proclaiming the Month of May 2025 as ALS Awareness Month in Lodi (CLK)

**MEETING DATE:**

May 21, 2025

**PREPARED BY:**

Olivia Nashed, City Clerk

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**RECOMMENDED ACTION:**

Mayor Bregman will present a proclamation proclaiming the month of May as ALS Awareness Month.

**BACKGROUND INFORMATION:**

Amyotrophic lateral sclerosis (ALS), also known as Lou Gehrig's disease, is a progressive neurodegenerative disorder that affects nerve cells in the brain and spinal cord. It leads to the gradual loss of muscle control, resulting in difficulty speaking, swallowing, and eventually breathing. ALS affects approximately 4.5 per 100,000 people worldwide and those affected rely on family and caregivers.

The presentation of the proclamation is aimed to raise awareness of amyotrophic lateral sclerosis and acknowledge its impact worldwide.

**STRATEGIC VISION:**

Not applicable.

**FISCAL IMPACT:**

Not applicable.

**FUNDING AVAILABLE:**

Not applicable.

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Olivia Nashed  
City Clerk

# PROCLAMATION

## *Amyotrophic Lateral Sclerosis (ALS) Month*

**WHEREAS,** Amyotrophic Lateral Sclerosis (ALS), also known as Lou Gehrig's disease, is a progressive fatal neurodegenerative disease that attacks nerve cells in the brain and spinal cord; making even the simplest movements such as walking, speaking, and gesturing difficult; and

**WHEREAS,** approximately 5,000 people in the United States are diagnosed with ALS each year; and

**WHEREAS,** ALS strikes people regardless of race, age, gender, ethnicity, or social status, and currently has no known cause, means of prevention, or cure, making diagnosis difficult; and

**WHEREAS,** on average, patients diagnosed with ALS only survive two to five years from the time of diagnosis; and

**WHEREAS,** people who have served in the military are approximately twice as likely to develop ALS than those without history of military service. The U.S. Department of Veterans Affairs recognizes ALS as a service-connected disease; and

**WHEREAS,** finding the causes and cure for ALS will prevent the disease from robbing hundreds of thousands of Americans of their dignity and lives; and

**WHEREAS,** ALS Awareness Month increases the public's awareness of people with ALS's dire circumstances, and acknowledges the terrible impact this disease has, not only on the person affected, but on his or her family and their community. ALS Awareness Month also recognizes the research being done to eradicate this disease, and encourages Americans to focus on their heart health and encourages them to get their families, friends, and communities involved.

**NOW, THEREFORE, BE IT RESOLVED** that I, Cameron Bregman, Mayor of the City of Lodi, do hereby proclaim May 2025, as Amyotrophic Lateral Sclerosis (ALS) Awareness month. I call upon all Lodians to join in supporting ALS research, advocating for increased funding, and standing in solidarity with those affected by this relentless disease.

**SIGNED** this 21<sup>st</sup> day of May, 2025



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## COUNCIL COMMUNICATION

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**AGENDA TITLE:**

Presentation of Proclamation to California Department of Transportation District 10 (CLK)

**MEETING DATE:**

May 21, 2025

**PREPARED BY:**

Olivia Nashed, City Clerk

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**RECOMMENDED ACTION:**

Mayor Bregman will present a proclamation recognizing Caltrans District 10.

**BACKGROUND INFORMATION:**

California Department of Transportation (Caltrans) District 10 has dedicated many staff hours and funding to clear out areas along highways and prevent future encampments from emerging in Lodi. Their work includes ongoing support to individuals experiencing homelessness by helping them connect with the necessary service providers to get them on the road to recovery, accomplished through outreach teams and partnerships with law enforcement, city and county departments, and outreach providers in San Joaquin County.

Mayor Bregman will present a proclamation to Caltrans District 10 representatives to acknowledge their efforts and ongoing relationship with the City of Lodi, to keep Lodi safe for residents and the public.

**STRATEGIC VISION:**

Not applicable.

**FISCAL IMPACT:**

Not applicable.

**FUNDING AVAILABLE:**

Not applicable.

# PROCLAMATION

## *Caltrans District 10 Recognition*

**WHEREAS,** the relationship between Caltrans District 10 and the City of Lodi is vital, to develop and foster safe and vibrant community, and to support the beautification through the clean up of litter from encampments along highways, city streets, alleys, and outlying areas in clear public view; and

**WHEREAS,** Caltrans District 10 has visited the Lodi City limits 15 times from January 1, 2024 to March 21, 2025, and has removed more than 500 cubic yards of debris on Interstate 5 and State Routes 4, 12, and 99; and

**WHEREAS,** along with trash removal, District 10 closed a problematic encampment on an abandoned railroad trestle over State Route 99. The encampment had posed a safety risk to both people living on the trestle and the motorist below; and

**WHEREAS,** District 10 enacted an Emergency Director's Order and installed security fencing along Beckman Road and the perimeter of the trestle located over State Route 99, as well as large rocks on the embankments. The project has prevented people from returning to the trestle or the tops of the embankments above State Route 99. The traveling public is no longer in jeopardy of a potentially catastrophic outcome where items or individuals could fall from the trestle down to the roadway; and

**WHEREAS,** Caltrans District 10 has established a collaborative partnership with local outreach teams who connect individuals experiencing homelessness with service providers. The teams meet regularly and have open dialog with law enforcement, city and county departments, and outreach providers in San Joaquin County; and have built partnerships with San Joaquin Behavioral Health Services, Outreach Ministries, Lodi Access Center, Lodi Police Department, Department of Veterans Affairs; and

**WHEREAS,** District 10 also completed a \$4 million "Clean California" project where decorative steel fencing was installed at 12 locations, two of them in Lodi. The two installments cost approximately \$650 thousand dollars and are located on State Route 99 at the Pine Street overcrossing and the Lodi Avenue overcrossing.

**NOW, THEREFORE, BE IT RESOLVED** that I, Cameron Bregman, Mayor of the City of Lodi, do hereby recognize and appreciate the support contributed by **Caltrans District 10** and applaud their ongoing support to individuals experiencing homelessness by helping them connect with the necessary service providers to get them on the road to recovery while ensuring the safety of residents and traveling public.

**SIGNED,** this 21<sup>st</sup> day of May, 2025.



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## COUNCIL COMMUNICATION

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**AGENDA TITLE:**

Adopt a Resolution Appropriating Funds in Fiscal Year 2024-25 for the Downtown Business Alliance Grant for Aesthetic Improvements (\$38,804) (IS - BUD)

**MEETING DATE:**

May 21, 2025

**PREPARED BY:**

Jennelle Baker, Budget Manager

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**RECOMMENDED ACTION:**

Adopt a Resolution Appropriating funds in Fiscal Year 2024-25 for the Downtown Business Alliance grant for aesthetic improvements in the amount of \$38,840.

**BACKGROUND INFORMATION:**

On July 19, 2023, Council approved Resolution No. 2023-154 which allocated General Fund excess reserve balance to multiple projects. One of the projects approved was a grant in the amount of \$100,000 to the Downtown Business Alliance (DBA) for aesthetic improvements in downtown Lodi. The original resolution did not include language to roll any unexpended funds to the next fiscal year and the DBA grant funding was not tied to a Capital project. Due to this, staff is requesting Council-approved budget authority for the remaining funds to be re-appropriated in Fiscal Year 2024-25.

Council received a presentation from the DBA on April 2, 2025, on the projects that have been completed with the grant funding. DBA has also provided a letter dated January 14, 2025 requesting the remainder of the funds in the amount of \$38,804 to continue their efforts.

Staff is requesting to re-appropriate the remaining \$38,804 of the Downtown Business Alliance grant funding from General Fund balance in Fiscal Year 2024-25 and distribute these funds to the Downtown Business Alliance to complete the grant.

**STRATEGIC VISION:**

1A. Downtown: Community and Economic Development.

**FISCAL IMPACT:**

Appropriate funds from General Fund balance in the amount of \$38,804.

**FUNDING AVAILABLE:**

Appropriate funds - \$38,804 - 10095000.72499.



**January 14, 2025**

Scott Carney  
Lodi City Manager  
221 W. Pine Street  
Lodi, CA 95240

**Subject: Downtown Business Alliance Grant – Progress Update & Request for Remaining Funds**

Dear Mr. Carney and Members of the Lodi City Council,

In July 2023, the Downtown Business Alliance (DBA) was awarded a \$100,000 surplus fund grant to implement specific projects in support of downtown businesses. In response to the attached January 2024 letter, the first distribution of \$61,196 was received in March. Since then, DBA has actively worked to enhance historic downtown Lodi through various initiatives.

As outlined in our initial request, we committed to several key projects. Below is a brief update on our progress as of December 30, 2024:

**1. Social Media & Business Engagement**

- We are entering the second year of a highly successful two-year social media campaign. Since launch, engagement has more than doubled, and most importantly, downtown businesses are increasingly collaborating with DBA. A prime example of this success was the heightened business participation in recent holiday activities.

**2. Beautification Efforts**

- We have installed 100 new decorative pots and have procured an additional 20 pots and plants to accommodate individual business requests.

**3. Christmas Holiday Programs**

- The response to our 2024 holiday programs has been overwhelmingly positive, prompting several business owners to begin planning for 2025.
- Due to increased enthusiasm, volunteers have already committed to constructing two additional holiday structures (with the potential for a third) to complement the gingerbread house at Post Office Square.
- DBA successfully collaborated with **Lodi Electric and private investors**, securing funds for the **overhead lighting project on School Street**, further illuminating and enhancing the downtown experience.
- Our long-term vision is to develop a **Christmas Village** that rivals those in Nevada City and Sutter Creek, further enhancing Lodi's appeal during the holiday season.



Given the positive feedback from businesses, the community, city staff, and the city council, it seems clear these grant funds have been quite effectively managed and have generated significant benefits for downtown Lodi. To continue these efforts, we respectfully request the distribution of the remaining grant balance of **\$38,804**.

Our mission is far from complete—rather, it is expanding. We anticipate an even more successful 2025 and look forward to further strengthening downtown Lodi's vibrancy.

Thank you for your continued support. Please feel free to reach out if you require any additional information.

**Sincerely,**

A blue ink signature of David Claxton, consisting of a series of fluid, overlapping loops and a long horizontal stroke at the end.

David Claxton  
DBA President

A blue ink signature of Dave Kirsten, featuring a large, stylized 'D' followed by a series of loops and a long horizontal stroke.

Dave Kirsten  
DBA Vice President



February 5, 2024

Andrew Keys  
City of Lodi Interim City Manager  
221 W. Pine Street  
Lodi, CA 95240

Dear Mr. Keys, Lodi City Council,

We are writing to request the distribution of a portion of the surplus funds allocated to the Downtown Business Alliance in July of 2023.

The first project we propose is a two-year Social Media Re-Make initiative. In today's digital age, a strong online presence is essential for businesses to thrive. This project aims to revamp and elevate the Downtown Business Alliance's social media platforms, enabling us to effectively engage with our community, promote local businesses, and attract visitors to our downtown area. The cost for this project is \$37,200.

The second project is the Downtown Potted Plant Replacement Project. Beautifully maintained green spaces contribute significantly to the aesthetic appeal and ambiance of our downtown district. However, the current condition of our potted plants is in need of improvement. This project seeks to replace and enhance existing potted plants, revitalizing our streetscape and creating a more inviting environment for residents and visitors alike. The cost for this project is \$23,996.

The combined total for both projects is \$61,196. These initiatives align with the goals of the Downtown Business Alliance to foster economic growth, promote community engagement, and enhance the overall vibrancy of our downtown area. We believe that investing in these projects will yield long-term benefits for our community, including increased foot traffic, greater business visibility, and an improved quality of life for residents, shoppers and businesses.

We kindly request your consideration and support in allocating surplus funds grant money to the Downtown Business Alliance for the implementation of these important projects. Your partnership in this endeavor would be greatly appreciated and would contribute to the continued success and prosperity of our downtown district.

Thank you for your attention to this matter. Please do not hesitate to contact me if you require any further information or clarification regarding our funding request.

Sincerely,

Dave Kirsten - Vice-President



## RESOLUTION NO. 2023-154

### A RESOLUTION OF THE LODI CITY COUNCIL APPROVING ALLOCATION OF FISCAL YEAR 2021/22 GENERAL FUND BALANCE IN EXCESS OF RESERVE REQUIREMENT TO VARIOUS PROJECTS

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WHEREAS, longstanding City Council adopted policy requires fund balance reserves in the General Fund equal to 16% of regularly recurring and repeating revenue in any given year; and

WHEREAS, in 2017 the City Council adopted a Pension Stabilization Policy (PSP) that required General Fund balance in excess of the 16% reserve requirement to be invested to address the City's unfunded pension liabilities with other operating funds investing a proportionate share; and

WHEREAS, Fiscal Year 2021/22 (FY 2021/22) ended with \$7,160,260 in excess of the General Fund reserve requirement (one time funds) that have yet to be invested towards the City's pension liabilities; and

WHEREAS, City Council adopted a revised PSP on June 7, 2023, and temporarily suspended the PSP to consider allocation of Fiscal Year 2021/22 one time funds; and

WHEREAS, City staff developed a list of projects for consideration of one time funds; and

WHEREAS, the staff project list was not comprehensive of the City's full scope of deferred maintenance or potential projects for enhancements, but it represented high-priority projects that continue to invest in pensions, preserve City assets, and leverage timely opportunities and partnerships while addressing the City Council Strategic Vision.

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

- 1.) Approve the allocation of the Fiscal Year 2021/22 General Fund Balance in excess of the General Fund reserve requirement to various projects as outlined below and reinstate the Pension Stabilization Policy adopted on June 7, 2023 to apply in future years.

#### **Allocation of Fiscal Year 2021/22 General Fund Balance in Excess of Reserve Requirement**

Use of Funds	Amount	Strategic Vision Milestone
Pension Stabilization Fund (PARS) Investment	\$539,672	3.E
Extraordinary Litigation Costs	\$250,000	3.All
Hutchins Street Square Roof Phase II	\$2,500,000	5.C/6.C
Lodi Lake North Restroom Fire Damage Repair	\$283,000	5.C/6.B
Lodi Lake Fire Mitigation and Tree Maintenance and General Park Cleanup*	\$250,000	5.C/5.B
Economic Development Strategic Plan	\$100,000	2.A
Downtown Specific Plan	\$750,000	1.All
Salas Park – Sports Lighting Phase II **	\$500,000	6.C
Downtown Business Alliance Aesthetic Improvements	\$100,000	1.F/8.B
White Slough Training Facility	\$1,142,588	7.B/2.D
New Concrete Skate Park Design at Kofu Park	\$175,000	6.C
Skate Park Construction (contingent upon securing additional funding)	\$570,000	6.C
TOTAL	\$7,160,260	

\* Funding is prioritized for Lodi Lake Nature Area Fire Mitigation and Tree Maintenance with remainder to cover general Lodi Lake cleanup.

\*\* Additional funding is needed from the anticipated savings from the Animal Shelter Bond proceeds to fully fund this project.

- 2.) Commit to allocating the first \$500,000 in savings from the Animal Shelter Bond proceeds, should they be realized in an amount equal to or greater than \$500,000, towards fully funding the Salas Park – Sports Lighting Phase II project.
- 3.) Authorize the City Manager to make any necessary budget adjustments to allocate any savings from the projects funded on this list up to \$50,000, to funding security cameras at Tokay Street and Central Avenue and Tokay Street and Stockton Street.
- 4.) Direct the City Manager to bring a report on the status of the projects in this list and any remaining funds to the City Council with the Fiscal Year 2024/25 budget recommendation.

Dated: July 19, 2023

=====

I hereby certify that Resolution No. 2023-154 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 19, 2023 by the following vote:

AYES: COUNCIL MEMBERS – Bregman, Craig, Nakanishi, Yepez, and Mayor Hothi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



OLIVIA NASHED  
City Clerk

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
02/14/2024	DBA 02.14.24	ENHANCED SOCIAL MEDIA SVCS/REPL POTS & PLANTS GL#:10095000 - 72499	\$61,196.00

VENDOR NUMBER	VENDOR NAME	CHECK NUMBER	CHECK DATE	CHECK AMOUNT
1788	Downtown Business Alliance - Lodi	263389	02/23/2024	\$61,196.00



City of Lodi

ACCOUNTS PAYABLE

P.O. Box 3006

Lodi, CA 95241-1910

(209) 333-6721

Vendor Number

1788

Check Number

263389

Check Date

02/23/2024

\*\*\*Sixty-one Thousand One Hundred Ninety-six Dollars and 00 Cents\*\*\*

\$61,196.00

Pay To the Order Of

Downtown Business Alliance - Lodi

4 West Pine Street

LODI, CA 95240

FILE COPY

NON-NEGOTIABLE

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL TO APPROPRIATE FUNDS IN  
FISCAL YEAR 2024-25 FOR THE DOWNTOWN BUSINESS ALLIANCE GRANT  
FOR AESTHETIC IMPROVEMENTS (\$38,804)

=====

WHEREAS, on July 19, 2023, Council approved Resolution No. 2023-154 which allocated General Fund excess reserve balance to multiple projects, including a grant in the amount of \$100,000 to the Downtown Business Alliance (DBA) for aesthetic improvements in downtown Lodi; and

WHEREAS, the original resolution did not include language to roll any unexpended funds to the next fiscal year and the DBA grant funding was not tied to a Capital project so Council-approved budget authority for the remaining funds is requested to be re-appropriated in Fiscal Year 2024-25; and

WHEREAS, Council received a presentation from the DBA on April 2, 2025 on the projects that have been completed with the grant funding and has also provided a letter dated January 14, 2025 requesting the remainder of the funds in the amount of \$38,804 to continue their efforts; and

WHEREAS, this resolution approves the appropriation of the remaining \$38,804 for the Downtown Business Alliance grant funding from General Fund balance in Fiscal Year 2024-25 and distribute these funds to the Downtown Business Alliance to complete the grant.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby; Appropriate Funds in Fiscal Year 2024-25 for the Downtown Business Alliance Grant for Aesthetic Improvements in the amount of \$38,804 account number 10095000.72499.

Dated: May 21, 2025

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I hereby certify that Resolution No. 2025-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 21, 2025, by the following votes:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED  
City Clerk

2025-\_\_\_\_\_



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## COUNCIL COMMUNICATION

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**AGENDA TITLE:**

Adopt a Resolution Repealing and Replacing Resolution No. 2022-219 and Amending the Lodi Senior Citizens Commission Bylaws (PRCS)

**MEETING DATE:**

June 4, 2025

**PREPARED BY:**

Emerson Yellen, Deputy Director - Parks, Recreation, and Cultural Services

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**RECOMMENDED ACTION:**

Adopt a resolution repealing and replacing Resolution No. 2022-219, and amending the Lodi Senior Citizen Commission Bylaws.

**BACKGROUND INFORMATION:**

The Lodi Senior Citizen Commission (Commission) bylaws were updated and adopted in September 2022, by Resolution 2022-219. At the Commission's regular meeting on March 3, 2025, the Commission voted on and approved a change to their regular meeting location.

The Commission currently meets at Hutchins Street Square in the Holz Room; however, due to the high volume of programming and frequent room usage at Hutchins Street Square, reserving the Holz Room each month has proven challenging. To avoid the need for calling special meetings each time the room location changes, the Commission recommends removing the specific reference to the "Holz Room" from the bylaws. This change will allow the Commission to meet in any available room at Hutchins Street Square while maintaining consistency with regular meeting procedures.

The meeting time and day 8:00 a.m. on the first Thursday of each month will remain unchanged. The proposed redlined changes to the bylaws are attached as Exhibit A. The regular meeting location referenced in the bylaws shall be revised from "the Hutchins Street Square, Holz Room, 125 S Hutchins Street, Lodi, California" to "Hutchins Street Square, 125 S Hutchins Street, Lodi, California" removing reference to "Holz Room".

**STRATEGIC VISION:**

8B. Public Well-Being: Partner with other entities to provide outreach, education and activities to engage diverse cultures and communities.

**FISCAL IMPACT:**

Not Applicable.

**FUNDING AVAILABLE:**

Not Applicable.

**MEETING MINUTES**  
**LODI SENIOR CITIZENS COMMISSION Thursday,**  
**March 6, 2025**  
**8:00 AM MEETING**

**A. Roll Call**

Meeting was called to order at 8:02 AM

Present: Joseph Woelfel, Janelle Wilkinson, Lauren Young, Sandra Legan,  
Jane Loney

Absent: Teri Spring, Terri Whitmire

Staff Present: Recreation Manager Neel Singh

Public: None

**B. Minutes of Feb 6th, 2025 Meeting**

Motion by Commissioner Loney to approve the minutes of the February 6th, 2025 meeting. Second by Commissioner Young.

**DISCUSSION**

NONE

Ayes: Commissioner Woelfel, Wilkinson, Young, Loney, Legan

Noes:

Motion carried 5-0

**C. Comments by the Public, Commission and Staff on Non-Agenda Items**

NONE

**D. Action Items**

D-1 Revising location of Senior Commission meeting in the bylaws

The commission agreed that the wording of the bylaws should be changed. (Holtz room) should be taken out of the bylaws.

Ayes: Commissioner Woelfel, Wilkinson, Young, Loney, Legan

Noes:

Action passed. 5-0

**E. Regular Agenda – Discussion Items**

E-1 Discuss and Plan for Senior Café

Outcomes from the Senior Café held 2/7

Presentations by Elisa Vigil, Mayor Bregman, topics and questions from participants. Additionally, that we discussed “what worked, what didn’t work, and what we could do better.” Commissioners were pleased with the outcomes of the first Senior Café as to these questions. One suggestion was to have index cards for participant use if they did not wish to speak.

Participants asked about:

- 211 (We discussed: how can the city increase awareness of 211?)
- What phone number should the public use to call regarding walkability or other issues and how to publicize this. (We discussed: City Website has a “Report a Concern” and FixiT Form. How do we increase awareness? Can the City’s website become more interactive for the public, such as: What are your questions? How can we help? Increase use of “Notify Me” on City’s website.)

Alzheimer’s resources (We discussed: an Alzheimer’s presentation or several at the Senior Café also Alzheimer’s help resources and programs listings on City’s website)

#### E-2 Discuss 2025 Commission Projects

Projects:

- Senior Café City Council presentation on Senior Café attendance, presentations, participant questions and how addressed
- Review of California’s Master Plan for Aging 2025-26 Initiatives to be discussed at future Commission meeting

#### E-3 Discuss Terms of Office for our Commissioners-

Presented By-Laws section entitled: Officers of the Commission

“The Chairman shall serve for a period of one year, and the Vice Chairman shall serve for a period of 1 year. Members so selected may serve in positions for a maximum of 2 consecutive years.”

Both Commissioners Whitmire and Woelfel have served more than 2 consecutive years.

#### E-4 Discuss Council Presentation

Commissioners discussed doing the presentation in October/ November. Date has not been determined. Few of the topics were Senior Café, and Blue Zone.

### F. Comments by the Commissioner and Staff on Non-Agenda Items

Commission asked if Mr. Singh if they can have a table in the street fair to get information from the public. He said he will ask.

### G. Announcements

NONE

### H. Adjournment

Meeting adjourned 8:38 AM





## **COMMISSION SERVICE AND BYLAWS LODI SENIOR CITIZENS COMMISSION**

### **I. PURPOSE, ROLE, SCOPE AND FUNCTION**

#### **A. THE FUNCTIONS OF THE SENIOR CITIZENS COMMISSION SHALL BE TO;**

1. Advise the City Council and the City Staff on all matters relating to policies and programs which will serve all senior citizens of this community and shall include:
  - a) Identify the needs of the aging of the community and create a citizen awareness of these needs.
  - b) Advise the City Council on all matters affecting the aging in the community.
  - c) Render advice and assistance to other City boards and commissions, to City departments and to private agencies on matters affecting the aging.
  - d) Explore improved standards of services to the aging and explore establishment of needed new services for the aging, both public and private, and in so doing encourage coordination among organizations providing services to the aging in the community and provide advice and assistance thereto; in cooperation with other agencies collect, maintain and interpret information and statistics on the aging for the use of citizens and organizations in the City; encourage preparation of publications and results of study and research pertaining to the aging.
  - e) Perform such other functions and duties as may be directed by the City Council.

### **II. THE COMMISSION/COMMISSIONER SERVICES**

#### **A. MEMBERSHIP**

1. The Membership shall consist of seven (7) members appointed by the Mayor and approved by the City Council.

#### **B. TERM OF OFFICE OF MEMBERS**

1. Commissioners are appointed for a four-year (4) term of office providing they meet meeting and participation requirements. The terms of office for all members of the Commission shall run from January 1 of each year. Each member shall serve at the pleasure of the Mayor and the City Council until his/her successor is appointed and qualified.

#### **C. VACANCY**

1. Vacancies on said Commission, from whatever cause, shall be filled by the City Council.
2. Any member appointed to fill the vacancy occurring prior to the expiration of the term for which his or her predecessor was appointed shall be appointed for the remainder of such term.

### **III. THE COMMISSION/COMMISSIONER**

#### **A. OFFICERS OF THE COMMISSION**

1. The Lodi Senior Citizens Commission shall, at its first regular meeting of each calendar year, select one of its members as Chairperson and one of its members as Vice Chairperson. The Chairperson shall serve for a period of one (1) year, and the Vice Chairperson shall serve for

## **COMMISSION SERVICE AND BYLAWS LODI SENIOR CITIZENS COMMISSION**

a period of one (1) year. Members so selected may serve in such positions for a maximum of two consecutive years.

### **B. SECRETARY TO THE SENIOR CITIZENS COMMISSION**

1. The City Manager shall appoint an officer or an employee of the City who shall act as Secretary to the Senior Citizens Commission.

### **C. STATEMENTS OF ECONOMIC INTEREST**

1. Pursuant to the State of California Political Reform Act, appointees to the Lodi Senior Citizens Commission are required to file with the City Clerk of the City of Lodi, Statements of Economic Interests.
2. Filings must be made annually, at the time of assuming office and at the time of leaving office. All filings are to be made with the City Clerk, are public information and are available for inspection by the public.

## **IV. MEETING TYPES/PROCEDURE**

### **A. REGULAR MEETINGS**

1. The Lodi Senior Citizens Commission shall hold its regular meetings at 8:00 A.M. on the first Thursday of each month in the Hutchins Street Square, 125 S Hutchins Street, Lodi, California, provided, however, whenever the Commission, at a regular meeting, sets a different time and place for its meeting, such meeting shall constitute a regular meeting for all purposes. An Agenda for said meetings(s) shall be forwarded to the City Clerk for posting 72 hours prior to said meeting(s).

### **B. SPECIAL MEETINGS**

1. Special meetings may be called at any time by the Chairperson of the Commission, or by a majority of the members of the Commission, by serving notice 24 hours in advance of the time, place, and purpose of the meeting upon each member of the Commission and by posting an Agenda 24 hours prior to the special meeting.

### **C. ADJOURNED MEETING**

1. Any regular or special meeting may be adjourned to a time and place specified in the order of adjournment.

### **D. CALL TO ORDER**

1. The Chairperson shall take the chair at the time and place appointed for the meeting, and shall call the Commission to order. In the absence of the Chairperson and Vice Chairperson, the Recreation Manager of Parks and Recreation shall call the Commission to order, whereupon a temporary Chairperson shall be appointed from the members present. Upon the arrival of the Chairperson or Vice Chairperson, the temporary Chairperson shall relinquish the chair at the conclusion of the business then before the Commission.

### **E. THE BROWN ACT**

1. All meetings of the Commission shall be subject to the provisions of the Ralph M. Brown Act (California Government Code Section 54950 et seq.).

**COMMISSION SERVICE AND BYLAWS  
LODI SENIOR CITIZENS COMMISSION**

**F. ORGANIZATIONS AND PROCEDURE**

1. The Commission may make and alter all rules and regulations governing its organization and procedure not inconsistent with this article or any other Ordinance of the City.

**V. MEETINGS AND RULES OF ORDER**

**A. ROLL CALL**

1. Before proceedings with the business of the Commission, the Secretary shall call the roll of members, and the names of those present shall be entered in the minutes.

**B. QUORUM**

1. A majority of the Commission constitutes a quorum for the transaction of business (4 of 7 members).

**C. ATTENDANCE**

1. A member absent without excuse for three consecutive regular meetings of the Senior Citizens Commission shall forfeit such office as a Commissioner, unless absence is due to illness.

**D. MINUTES**

1. The appointed officer or employee of the City is responsible for keeping the official transcript of the Commission. The minutes of the Commission shall be for that purpose with a record of each particular type of business transacted set up in paragraphs with proper subheadings, provided, however, that the Secretary shall be required to make record only of such business as was actually acted upon by the Commission, and shall not be required to record any remarks of members or any other person except at the special request of a member, and provided, further that a record shall be made of the names and addresses of persons addressing the Commission, the title of such matter to which the remarks are related, and whether they spoke in support of or in opposition to the matter.
2. Unless the reading of the minutes of the meeting is requested by such member, such minutes may be approved without reading as each member has previously been furnished a copy thereof.

**VI. GENERAL ORDER AND CONDUCT OF BUSINESS**

**A. AGENDA**

1. All reports, communications and other documents or matters to be submitted to the Commission at their regular meeting shall be delivered to the Secretary not later than seven days prior to the regular scheduled meeting. The Secretary shall prepare an Agenda of all such matters according to the Order of Business and shall furnish each member of the Commission and their staff with a copy of the same prior to the Commission meeting.
2. The Secretary or his/her designee shall forward a copy of the Agenda to the City Clerk for posting 72 hours prior to said meeting, No item may be added to the Agenda subsequent to the post of same.

**COMMISSION SERVICE AND BYLAWS  
LODI SENIOR CITIZENS COMMISSION**

**B. ORDER OF BUSINESS**

1. Roll call
2. Minutes
3. Comments on non-agenda items
4. Action items
5. Regular agenda
6. Correspondence
7. Reports
8. Announcements
9. Adjournment

**VII. RULES OF DEBATE**

**A. CHAIRPERSON MAY DEBATE AND VOTE**

1. The Chairperson may move, second, and debate from the chair, subject only to the limitations of debate as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a member by reason of his/her acting as Chairperson.
2. Getting the Floor; Improper References: Every member desiring to speak shall address the chair and, upon recognition by the Chairperson, shall confine himself/herself to the question under debate, avoiding all personalities and indecorous language.
3. Interruptions: A member, once recognized, shall not be interrupted when speaking unless it shall be to call him/her to order or as otherwise specifically provided. If a member, while speaking, shall be called to order, he/she shall cease speaking until the question of order has been determined, and, if in order, he/she shall be permitted to proceed.

**B. RULES OF ORDER**

1. Robert's Rules: Except as otherwise specifically provided in these rules, Robert's Rules of Order as last revised shall guide the proceedings of the Commission in the conduct of meetings thereof.

**C. VOTING**

1. A vote by Roll Call shall not be required unless a Commissioner specifically request a Roll Call after a motion is made and before the Chairperson calls for the vote. All members present shall vote. Unless a member of the Commission audibly states he/she is not voting, his/her silence shall be recorded as an affirmative vote. An audible abstention shall be recorded as an abstaining vote. A member may abstain from voting only if said member has a conflict of interest.

**D. ADDRESSING THE COMMISSION**

1. General: Any person desiring to address the Commission shall first secure the permission of the Chairperson and upon permission, give his/her name and address in an audible tone of voice prior to his/her testimony. Any person addressing the Commission shall speak only on items which are within the subject matter jurisdiction of the Commission.

**COMMISSION SERVICE AND BYLAWS  
LODI SENIOR CITIZENS COMMISSION**

**E. TIME**

1. Each person addressing the Commission shall limit his/her time as may be directed by the Chairperson. The Commission reserves the right to establish reasonable time limits for discussion or debate.

**F. SPOKESPERSON FOR GROUPS**

1. Whenever any group of persons wishes to address the Commission on the same subject matter, it shall be proper for the Chairperson to request that a spokesperson be chosen by the group to address the Commission and in the event additional matters are to be presented by other persons in the group, to limit the number of persons so addressing the Commission so as to avoid unnecessary repetitions.

**G. DISCUSSIONS**

1. No person, other than a member and the person addressing the Commission shall be permitted to enter into any discussion with the person addressing the Commission without the permission of the Chairperson. No Agenda items shall be discussed nor shall action be taken on same unless a majority of the Commission votes that the need to take action arose subsequent to the Agenda being posted. If the need to take action did not arise subsequent to the Agenda being posted, the item shall be referred to Staff and/or it shall be placed on the next meeting's Agenda for discussion and action.

**H. DECORUM**

1. By Members
  - a) When the Commission is meeting, the members shall preserve order and decorum and no member shall, by conversation or otherwise, delay or interrupt the proceedings or the peace of the Commission nor disturb any member while speaking or refuse to obey the orders of the Commission or Chairperson, except as provided in these rules.
2. By Other Persons
  - a) Any person making personal, impertinent, or slanderous remarks, or who shall become boisterous while addressing the Commission, shall be forthwith, by the Chairperson, barred from further audience at such meeting, unless permission to continue shall be granted by majority vote of the Commission.

**I. COMMISSION DIRECTIVES**

1. The Commission shall, from time to time, by directives issued by it, establish procedures for the processing of the business of the Commission within the guidelines established by the City Council of the City of Lodi.

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL REPEALING AND REPLACING  
RESOLUTION NO. 2022-219 AND APPROVING AN AMENDMENT TO THE LODI  
SENIOR CITIZEN COMMISSION BYLAWS

=====

WHEREAS, the Lodi Senior Citizens Commission (Commission) bylaws were last updated and adopted in September 2022, by Resolution No. 2022-219; and

WHEREAS, the Commission currently holds its regular meetings on the first Thursday of each month at 8:00 a.m. at Hutchins Street Square, Holz Room, 125 S Hutchins Street, Lodi, California; and

WHEREAS, due to high demand and limited availability of specific rooms at Hutchins Street Square, the Commission determined that continued reference to the "Holz Room" restricts flexibility and could result in the need for unnecessary special meetings; and

WHEREAS, at its regular meeting on March 3, 2025, the Commission voted to approve a change to the meeting location in its bylaws by removing the specification of "Holz Room," allowing meetings to be held in any available room at Hutchins Street Square, while maintaining the same date and time of 8:00 a.m. on the first Thursday of each month; and

WHEREAS, the Commission recommends the City Council approve the bylaws amendment to support operational flexibility and ensure continued compliance with open meeting requirements.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby repeal and replace Resolution No. 2022-219, and approve the amendment to the Lodi Senior Citizen Commission Bylaws, attached as Exhibit A to this Resolution, to update the regular meeting location to Hutchins Street Square, 125 S Hutchins Street, Lodi, California, removing the reference to a specific meeting room; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the intent, and to make clerical corrections as necessary.

Dated: May 21, 2025

=====

I hereby certify that Resolution No. 2025-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 21, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN:

COUNCIL MEMBERS –

OLIVIA NASHED  
City Clerk

2025-\_\_\_\_\_




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## COUNCIL COMMUNICATION

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**AGENDA TITLE:**

Adopt a Resolution Authorizing City Manager to Execute Amendment #1 to Agreement with United Site Services, Inc. of California for Portable Restroom Services at Various City Parks By \$60,000 for a Total Not to Exceed Amount of \$126,826 (PRCS)

**MEETING DATE:**

May 21, 2025

**PREPARED BY:**

Tracey Roletto, Parks, Recreation and Cultural Services Department

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**RECOMMENDED ACTION:**

Adopt a resolution authorizing City Manager to execute Amendment #1 to the agreement with United Site Services, Inc. of California for portable restroom services at various city parks by \$60,000 for a total not to exceed amount of \$126,826.

**BACKGROUND INFORMATION:**

Various parks throughout Lodi host youth and adult athletic programs including city-run league play and the Booster of Boys/Girls Sports (BOBS) practices and games. Some of the parks used for city programming, BOBS programs and general public use, do not have permanent restrooms. Parks, Recreation and Cultural Services (PRCS) is beginning its heavy sports season and will need to rent and maintain port-a-pots and wash stations used for personal hygiene and convenience.

The City solicited bids from three (3) vendors including United Site Services, Inc., ASAP Services and Honey bucket. One response was received from United Site Services of California, Inc. The bid includes the delivery, set-up, removal and weekly service of ADA restrooms, standard restrooms, and sink and wash stations for up to twelve months at Lodi Lake, DeBenedetti and Vinewood Park. Due to the delay of construction of the new restroom facilities at Lodi Lake, there is a need to continue to rent portables from United Site Services, Inc. until the restroom buildings are completed. Staff recommends that the City Council authorize the City Manager to execute Amendment #1 to the agreement with United Site Services, Inc. to add \$60,000 to the overall Agreement for a total not to exceed amount of \$126,826.

**STRATEGIC VISION:**

6C. Parks: Develop & maintain sports/recreational facilities for City & public use including an indoor sports facility.

**FISCAL IMPACT:**

PRCS Fund 200 Operating Expenses

**FUNDING AVAILABLE:**

20072202.72499



AMENDMENT NO. 1

UNITED SITE SERVICES OF CALIFORNIA, INC.  
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES, is made and entered this \_\_\_\_ day of \_\_\_\_\_ 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and UNITED SITE SERVICES OF CALIFORNIA, INC., a California Corporation (hereinafter "CONTRACTOR").

W I T N E S S E T H:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services on November 6, 2024 ("Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY desires to amend the term of the Agreement through August 31, 2026; and
3. WHEREAS, CITY requests to amend the contract and increase the funds by an amount not to exceed \$60,000, for a total not to exceed amount of \$126,826, as set forth in Exhibit 2, attached hereto and made part hereof; and
4. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

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

UNITED SITE SERVICES, INC., a California  
Corporation, hereinabove called  
"CONTRACTOR"

\_\_\_\_\_  
Christina Jaromay  
Acting City Manager

\_\_\_\_\_  
SEAN MCDOWELL  
Director of Contracts

Attest:

Approved as to Form:

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney 

**AGREEMENT FOR PROFESSIONAL SERVICES****ARTICLE 1  
PARTIES AND PURPOSE****Section 1.1 Parties**

THIS AGREEMENT is entered into on November 6, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and UNITED SITE SERVICES OF CALIFORNIA, INC., a California corporation (hereinafter "CONTRACTOR").

**Section 1.2 Purpose**

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

CITY wishes to enter into an agreement with CONTRACTOR for services to be performed as follows: to provide labor, materials, and rental equipment, such as portable toilet, hand wash stations, and other similar rental stations used for public hygiene and convenience at various park facilities and for City of Lodi sponsored public events (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2  
SCOPE OF SERVICES****Section 2.1 Scope of Services**

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

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

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

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

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames.

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

**Section 2.3 Meetings**

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

**Section 2.4 Staffing**

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

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

**Section 2.5 Subcontracts**

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

**Section 2.6 Term**

The term of this Agreement commences on JUNE 1, 2024 and terminates upon the completion of the Scope of Services or on AUGUST 31, 2025, whichever occurs first.

**Section 2.7 Option to Extend Term of Agreement**

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

The total duration of this Agreement, including the exercise of any option under this paragraph, shall not exceed two (2) year(s).

### **ARTICLE 3** **COMPENSATION**

#### **Section 3.1 Compensation**

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

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

#### **Section 3.2 Method of Payment**

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

#### **Section 3.3 Costs**

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

#### **Section 3.4 Auditing**

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information

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

#### **ARTICLE 4** **MISCELLANEOUS PROVISIONS**

##### **Section 4.1 Nondiscrimination**

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

##### **Section 4.2 ADA Compliance**

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

##### **Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations

required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

**Section 4.4 No Personal Liability**

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

**Section 4.5 Responsibility of CITY**

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

**Section 4.6 Insurance Requirements for CONTRACTOR**

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

**Section 4.7 Successors and Assigns**

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

**Section 4.8 Notices**

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

To CITY:                      City of Lodi  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910  
                                     Attn: Christina Jaromay

To CONTRACTOR:      United Site Services of California, Inc.  
                                     P.O. Box 53267  
                                     Phoenix, AZ 85072-3267  
                                     Attn: Sean McDowell

**Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

**Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

**Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the

prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any



liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

**Section 4.22 Counterparts and Electronic Signatures**

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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

ATTEST:

  
OLIVIA NASHED  
City Clerk

CITY OF LODI, a municipal corporation

  
SCOTT R. CARNEY  
City Manager

APPROVED AS TO FORM:

UNITED SITE SERVICES OF CALIFORNIA,  
INC., a California corporation

By:   
KATIE O. LUCCHESI  
City Attorney 

By:   
Sean McDowell (Oct 29, 2024 15:43 EDT)  
Name: SEAN MCDOWELL  
Title: Director of Contracts

**Attachments:**

**Exhibit A/B – Scope of Services & Fee Proposal**

**Exhibit C – Insurance Requirements**

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

**Funding Source:** 20072202.72499  
(Business Unit & Account No.)

Doc ID:

CA: Rev.07.2024-VS (CA Formatted)

## EXHIBIT A

### Scope of Services:

Work to be performed shall be to provide labor, materials, and rental equipment, such as portable toilet, hand wash stations, and other similar rental stations used for public hygiene and convenience at various park facilities and for City of Lodi sponsored public events.

Rental of portable toilet and hand wash station: equipment shall be, in compliance with proposed maintenance, placed in a convenient accessible location on level ground; holding tank will be evacuated and interior debris removed; holding tank will be refilled with deodorizer, interior walls, toilet seat, urinal, exterior of holding tank, paper dispenser and floor will be sprayed with disinfectant, cleaned and dried when serviced; when ordered, hand sanitizer or hand wash station will be replenished and restocked; toilet paper dispenser will be restocked with two rolls; technician will inspect each unit for graffiti, minor damage or repairs and report them to parks division staff.

**EXHIBIT B**  
**NOT TO EXCEED \$66,826.21**



**Account #:** ACT-00154239  
**Quote #:** Q-1035650  
**Contract #:**  
**Expiration Date:** 07-24-24

**Quote**  
**Date:** 06-24-24

**Customer:** CITY OF LODI

**Document #**  
1035650

**Delivery Address:**

1101 W TURNER RD  
LODI, CA 95242

**Requested By:**

TRACEY ROLETT  
209-269-4880  
[troletto@lodi.gov](mailto:troletto@lodi.gov)

**USS Contact:**

Mark Rudd  
Inside Sales Rep-Terr  
(775) 332-1834  
[mark.rudd@unitedsiteservicesinc.com](mailto:mark.rudd@unitedsiteservicesinc.com)  
United Site Services of California, Inc.

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
<b>Restroom Bundle Configuration</b>						
Estimated Delivery 07-01-24   Pickup 06-30-25						
Standard Restroom	EA	\$43.00	6	Recurring	\$258.00	Y
1 Service 3 Days per Week	EA	\$299.00	6	Recurring	\$1794.00	N
<b>Restroom Bundle Configuration</b>						
Estimated Delivery 07-01-24   Pickup 06-30-25						
1 Service 3 Days per Week	EA	\$399.00	6	Recurring	\$2394.00	N
ADA Restroom	EA	\$81.00	6	Recurring	\$486.00	Y
<b>Hand Cleaning Bundle Configuration</b>						
Estimated Delivery 07-01-24   Pickup 06-30-25						

1 Service 3 Days per Week	EA	\$399.00	4	Recurring	\$1596.00	N
2 Station Hand Wash Sink	EA	\$43.00	4	Recurring	\$172.00	Y

#### Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$670.00	Y

Subtotal Recurring	\$6,700.00
Tax Recurring	\$75.58
<b>Total Recurring</b>	<b>\$6,775.58</b>

Subtotal One-Time	\$670.00
Tax One-Time	\$9.90
<b>Total One-Time</b>	<b>\$679.90</b>

<b>Grand Total</b>	<b>\$7,455.48</b>
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#### Event Notes:

- 50% deposit for all orders placed more than six (6) weeks prior to delivery date;
- Full payment for all orders placed within six (6) weeks of the delivery date;
- Full payment for all orders 30 days prior to the delivery date;
- All orders not paid in full 30 days prior to delivery date will be subject to loss of their reservation
- If Customer fails to pay in full and cancels the order the 50% deposit will be forfeited; and
- All COD payments via check or cash at the time of delivery must be secured by a credit card
- The customer may cancel this order, reduce quantities, revise specifications or extend schedules only by mutual agreement and agrees to pay proper cancellation charges which take into account expenses already incurred and commitments made by the Company:

#### **Canceled Before Event % of Deposit Returned**

- 120 days - 75%
- 90 days - 50%
- 60 days - 50%
- 30 days - None

**TO PLACE AN ORDER CALL 1.800.TOILETS**

**1.800.TOILETS / UnitedSiteServices.com**

**EASY / SAFE / CLEAN**



1. **Acceptance.** Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) the Customer's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. **Payment Terms.** Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process this transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant quotation or invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. **Service.** Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. **Damage Waiver.** Pricing attached herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God or accidental structural damage to all portable restrooms, hand washing stations and holding tanks. EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and/or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. **This Damage Waiver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials while in the Customer's possession.** When Company performs at the Customer's direction, Company is not liable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.

5. **Equipment Responsibility.** Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASIPAS's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site), and (ii) comply with all applicable Permits held by Company applicable to the Equipment.

6. **Equipment and Service Selection.** Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due diligence and care in assessing its own needs and is not relying on any information provided by Company in making any such choices.

7. **Equipment Contamination.** Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all removal, cleanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

8. **Liability & Indemnification.** Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or

(c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury, damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Assumption of Risk; Insurance.** Customer assumes all risk and liability for injury (including death to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, qualify, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above does not limit or qualify the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

10. **Termination.** Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Customer's Equipment pursuant to this paragraph.

11. **Governing Law; Non-Waiver; Amendments.** This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

12. **Errors & Omissions.** Company reserves the right to correct any erroneous information that may appear in an invoice including, without limitation, Customer's name or address, or billing amounts.

13. **Fencing.** For fence rental and installation, any new fence orders are subject to a minimum install fee and will be listed on the face of this agreement. If the fence is required for an additional length of time beyond the initial term listed on the face of this agreement, a residual (rental) fee will apply to all fence and related products on site. This residual percentage amount will appear on your agreement and will be invoiced each billing cycle until the fence is removed. All partial deliveries and removals are subject to a minimum trip charge as outlined in the agreement. Customer does not engage in or sign project labor agreements (PLA). Customer will, however, provide fence to our customers for self-installation in these instances. Customer is responsible in provide the current project wage rates to Company, and company reserves the right to correct invoices at any time, should adjustments be required to account for any wage determinations or wage rates. Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, fences shall follow ground lines-level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, wires, conduits, obstructions, conditions, or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service entities in advance of install. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location, (b) surveying, grading, locating, and staking fence line and identifying/verifying all property and utility lines, (c) notifying and safeguarding Company of all potential hazards, and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compliance with these terms. Customer is responsible for all relocation/re-installation costs. Customer shall inspect and accept the fence within twenty-four (24) hours of installation.

14. **Conditional Payments.** Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 16. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

15. **Price Adjustments.** Company reserves the right to impose a price increase at any time with or without notice to Customer. Company retains the right to impose an Energy and Compliance Fee to invoices at Company's discretion.

16. **Notices.** Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to <https://www.unitedsiteservices.com/privacy-policy>



Account #: ACT-00154239  
 Quote #: Q-1035670  
 Contract #:  
 Expiration Date: 07-24-24

### Quote

Date: 06-24-24

Customer: CITY OF LODI

Document #  
 1035670

### Delivery Address:

14226 LOWER SACRAMENTO RD  
 LODI, CA 95240

### Requested By:

TRACEY ROLETT  
 209-269-4880  
[troletto@lodi.gov](mailto:troletto@lodi.gov)

### USS Contact:

Mark Rudd  
 Inside Sales Rep-Terr  
 (775) 332-1834  
[mark.rudd@unitedsiteservicesinc.com](mailto:mark.rudd@unitedsiteservicesinc.com)  
 United Site Services of California, Inc.

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
<b>Restroom Bundle Configuration</b>						
Estimated Delivery 07-01-24   Pickup 06-30-25						
1 Service 2 Days per Week	EA	\$199.00	1	Recurring	\$199.00	N
Standard Restroom	EA	\$43.00	1	Recurring	\$43.00	Y
<b>Restroom Bundle Configuration</b>						
Estimated Delivery 07-01-24   Pickup 06-30-25						
1 Service 2 Days per Week	EA	\$299.00	1	Recurring	\$299.00	N
ADA Restroom	EA	\$81.00	1	Recurring	\$81.00	Y
<b>Hand Cleaning Bundle Configuration</b>						
Estimated Delivery 07-01-24   Pickup 06-30-25						



1 Service 2 Days per Week	EA	\$299.00	1	Recurring	\$299.00	N
2 Station Hand Wash Sink	EA	\$43.00	1	Recurring	\$43.00	Y

#### Other One-Time Charges

Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$206.00	Y

Subtotal Recurring	\$964.00
Tax Recurring	\$13.16
<b>Total Recurring</b>	<b>\$977.16</b>

Subtotal One-Time	\$206.00
Tax One-Time	\$4.10
<b>Total One-Time</b>	<b>\$210.10</b>

<b>Grand Total</b>	<b>\$1,187.26</b>
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#### Event Notes:

- 50% deposit for all orders placed more than six (6) weeks prior to delivery date;
- Full payment for all orders placed within six (6) weeks of the delivery date;
- Full payment for all orders 30 days prior to the delivery date;
- All orders not paid in full 30 days prior to delivery date will be subject to loss of their reservation
- If Customer fails to pay in full and cancels the order the 50% deposit will be forfeited; and
- All COD payments via check or cash at the time of delivery must be secured by a credit card
- The customer may cancel this order, reduce quantities, revise specifications or extend schedules only by mutual agreement and agrees to pay proper cancellation charges which take into account expenses already incurred and commitments made by the Company:

#### **Canceled Before Event % of Deposit Returned**

- 120 days - 75%
- 90 days - 50%
- 60 days - 50%
- 30 days - None

**TO PLACE AN ORDER CALL 1.800.TOILETS**



**1. Acceptance.** Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Company's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

**2. Payment Terms.** Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process this transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant quotation or invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

**3. Service.** Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

**4. Damage Waiver.** Pricing attachment included herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God, or accidental structural damage to all portable restrooms, hand washing stations and holding tanks. EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damages resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and/or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. This Damage Waiver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials while in the Customer's possession. When Company performs at the Customer's direction, Company is not liable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.

**5. Equipment Responsibility.** Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASIPASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company applicable to the Equipment.

**6. Equipment and Service Selection.** Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due diligence and care in assessing its own needs and is not relying on any information provided by Company in making any such choices.

**7. Equipment Contamination.** Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all removal, cleanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

**8. Liability & Indemnification.** Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or

(c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury, damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**9. Assumption of Risk; Insurance.** Customer assumes all risk and liability for injury (including death) to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Customer's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, qualify, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above do not limit or qualify the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

**10. Termination.** Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

**11. Governing Law; Non-Waiver; Amendments.** This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

**12. Errors & Omissions.** Company reserves the right to correct any erroneous information that may appear in an invoice including, without limitation, Customer's name or address, or billing amounts.

**13. Fencing.** For fence rental and installation, any new fence orders are subject to a minimum install fee and will be listed on the face of this agreement. If the fence is required for an additional length of time beyond the initial term listed on the face of this agreement, a residual (rental) fee will apply to all fence and related products on site. This residual percentage amount will appear on your agreement and will be invoiced each billing cycle until the fence is removed. All partial deliveries and removals are subject to a minimum trip charge as outlined in the agreement. Company does not engage in or sign project labor agreements (PLA). Customer will, however, provide fence to our customers for self-installation in these instances. Customer is responsible to provide the current project wage rates to Company, and company reserves the right to correct invoices at any time, should adjustments be required to account for any wage determinations or wage rates. Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, fences shall follow ground lines-level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, wires, conduits, obstructions, conditions, or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service entities in advance of install. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location, (b) surveying, grading, locating, and staking fence line and identifying/verifying all property and utility lines, (c) notifying and safeguarding Company of all potential hazards, and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compliance with these terms. Customer is responsible for all relocation/re-installation costs. Customer shall inspect and accept the fence within twenty-four (24) hours of installation.

**14. Conditional Payments.** Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 16. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

**15. Price Adjustments:** Company reserves the right to impose a price increase at any time with or without notice to Customer. Company retains the right to impose an Energy and Compliance Fee to invoices at Company's discretion.

**16. Notices.** Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to <https://www.unitedsiteservices.com/privacy-policy>.



**Account #:** ACT-00154239

**Quote #:** Q-1035683

**Contract #:**

**Expiration Date:** 07-24-24

### Quote

**Date:** 06-24-24

**Customer:** CITY OF LODI

**Document #**

1035683

### Delivery Address:

931 Virginia Ave  
LODI, CA 95242

### Requested By:

TRACEY ROLETT  
209-269-4880  
[troletto@lodi.gov](mailto:troletto@lodi.gov)

### USS Contact:

Mark Rudd  
Inside Sales Rep-Terr  
(775) 332-1834  
[mark.rudd@unitedsiteservicesinc.com](mailto:mark.rudd@unitedsiteservicesinc.com)  
United Site Services of California, Inc.

Item	Unit	Unit Price	Qty	Charge Type	Total Charge	Tax
<b>Restroom Bundle Configuration</b>						
Estimated Delivery 07-01-24   Pickup 12-31-24						
1 Service 1 Day per Week	EA	\$99.00	1	Recurring	\$99.00	N
Standard Restroom	EA	\$43.00	1	Recurring	\$43.00	Y
<b>Restroom Bundle Configuration</b>						
Estimated Delivery 07-01-24   Pickup 12-31-24						
1 Service 1 Day per Week	EA	\$149.00	1	Recurring	\$149.00	N
ADA Restroom	EA	\$81.00	1	Recurring	\$81.00	Y

### Other One-Time Charges



Item	Charge Type	Total Charge	Tax
Delivery and Pickup	One-Time	\$168.00	Y
Subtotal Recurring			\$372.00
Tax Recurring			\$9.77
<b>Total Recurring</b>			<b>\$381.77</b>
Subtotal One-Time			\$168.00
Tax One-Time			\$4.38
<b>Total One-Time</b>			<b>\$172.38</b>
<b>Grand Total</b>			<b>\$554.15</b>

**Event Notes:**

- 50% deposit for all orders placed more than six (6) weeks prior to delivery date;
- Full payment for all orders placed within six (6) weeks of the delivery date;
- Full payment for all orders 30 days prior to the delivery date;
- All orders not paid in full 30 days prior to delivery date will be subject to loss of their reservation
- If Customer fails to pay in full and cancels the order the 50% deposit will be forfeited; and
- All COD payments via check or cash at the time of delivery must be secured by a credit card
- The customer may cancel this order, reduce quantities, revise specifications or extend schedules only by mutual agreement and agrees to pay proper cancellation charges which take into account expenses already incurred and commitments made by the Company:

**Canceled Before Event % of Deposit Returned**

- 120 days - 75%
- 90 days - 50%
- 60 days - 50%
- 30 days - None

**TO PLACE AN ORDER CALL 1.800.TOILETS**

**1.800.TOILETS / UnitedSiteServices.com**

**EASY / SAFE / CLEAN**

1. **Acceptance.** Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Company's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. **Payment Terms.** Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process this transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant quotation or invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. **Service.** Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. **Damage Waiver.** Pricing attachment included herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God, or accidental structural damage to all portable restrooms, hand washing stations and holding tanks. EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and/or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. This Damage Waiver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials while in the Customer's possession. When Company performs at the Customer's direction, Company is not liable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.

5. **Equipment Responsibility.** Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z43.3 and PASIPASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company applicable to the Equipment.

6. **Equipment and Service Selection.** Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due diligence and care in assessing its own needs and is not relying on any information provided by Company in making any such choices.

7. **Equipment Contamination.** Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all removal, cleanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

8. **Liability & Indemnification.** Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or

(c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury, damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

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9. **Assumption of Risk; Insurance.** Customer assumes all risk and liability for injury (including death to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, qualify, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above does not limit or qualify the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

10. **Termination.** Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

11. **Governing Law; Non-Waiver; Amendments.** This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

12. **Errors & Omissions.** Company reserves the right to correct any erroneous information that may appear in an invoice including, without limitation, Customer's name or address, or billing amounts.

13. **Fencing.** For fence rental and installation, any new fence orders are subject to a minimum install fee and will be listed on the face of this agreement. If the fence is required for an additional length of time beyond the initial term listed on the face of this agreement, a residual (rental) fee will apply to all fence and related products on site. This residual percentage amount will appear on your agreement and will be invoiced each billing cycle until the fence is removed. All partial deliveries and removals are subject to a minimum trip charge as outlined in the agreement. Company does not engage in or sign project labor agreements (PLA). Customer will, however, provide fence to our customers for self-installation in these instances. Customer is responsible to provide the current project wage rates to Company, and company reserves the right to correct invoices at any time, should adjustments be required to account for any wage determinations or wage rates. Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, fences shall follow ground lines-level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, wires, conduits, obstructions, conditions, or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service entities in advance of install. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location, (b) surveying, grading, locating, and staking fence line and identifying/verifying all property and utility lines, (c) notifying and safeguarding Company of all potential hazards, and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compliance with these terms. Customer is responsible for all relocation/re-installation costs. Customer shall inspect and accept the fence within twenty-four (24) hours of installation.

14. **Conditional Payments.** Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 16. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

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16. **Notices.** Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to <https://www.unitedsiteservices.com/privacy-policy>



United Site Services of California, Inc.  
A subsidiary of United Site Services



1 of 1

# INVOICE

Customer Number: ACT-00154239  
Customer Name: CITY OF LODI  
Order No: O-678202

Invoice No: INV-4607515  
Invoice Date: 6/30/2024  
Current Billing Period: 6/1/2024 - 6/30/2024  
Terms: Net 30  
Due Date: 7/30/2024

**Bill To**  
ACCOUNTS PAYABLE  
CITY OF LODI  
PO BOX 3006  
LODI California 95241  
United States

**Ship To**  
ZACH HERD  
1821 West Tokay Street  
Lodi CA 95242  
United States

Subtotal:	\$414.77
Tax:	\$7.89
Total:	\$422.66
Amount Paid:	\$0.00
Remaining Balance Due:	\$422.66

Ship To: 1821 West Tokay Street Lodi CA 95242 United States  
Site Name: 1845 W TOKAY ST

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
<b>Current Billing Period</b>						
Standard Restroom (Std Rest)						
Rental Charge	1	\$43.45	6/1/2024 - 6/30/2024	Recurring	\$43.45	Y
1 Service 2 Days per Week	1	\$122.81	6/1/2024 - 6/30/2024	Recurring	\$122.81	N
Restroom Lock and Key	1	\$8.69	6/1/2024 - 6/30/2024	Recurring	\$8.69	Y
Hand Sanitizer Refill	1	\$38.02	6/1/2024 - 6/30/2024	Recurring	\$38.02	N
<b>Standard Restroom Subtotal</b>					<b>\$212.97</b>	
2 Station Hand Wash Sink (2 Stn Hand Sink)						
Rental Charge	1	\$43.45	6/1/2024 - 6/30/2024	Recurring	\$43.45	Y
1 Service 2 Days per Week	1	\$158.35	6/1/2024 - 6/30/2024	Recurring	\$158.35	N
<b>2 Station Hand Wash Sink Subtotal</b>					<b>\$201.80</b>	
<b>Site Subtotal Excluding Tax</b>					<b>\$414.77</b>	
<b>Site Tax</b>					<b>\$7.89</b>	
<b>Site Subtotal</b>					<b>\$422.66</b>	

<b>Invoice Total</b>	<b>\$422.66</b>
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No Proration for Early Pickup

Paying your invoices at USS is now easier than ever with our new user-friendly payment portal. Learn more about our new payment portal, as well as how to read your invoice and where to go with questions, by visiting us at [Doing Business with USS](#). Keep an eye out for an email from noreply@sidetrade.io near your billing date to create and activate your account. For any questions, email ARS@unitedsiteservices.com or call 1.800.TOILETS (select 3 for billing and payment).

Questions on your invoice? / 1.800.TOILETS / ARS@UnitedSiteServices.com

UnitedSiteServices.com / EASY, SAFE & CLEAN



UNITED SITE SERVICES  
1.800.TOILETS  
UnitedSiteServices.com

QUESTIONS ON YOUR INVOICE?  
1.800.TOILETS  
ARS@UnitedSiteServices.com  
UnitedSiteServices.com

USE THE FOLLOWING LINK TO PAY ONLINE OR SIGN UP FOR  
AUTOMATIC PAYMENTS:

[www.myuss.com](http://www.myuss.com)

1.5% Late charge due on  
outstanding balances  
more than 30 days from  
date of invoice (18% per  
annum)

This order is subject to our terms and  
conditions, available at [https://  
www.unitedsiteservices.com/legal-  
terms-conditions/](https://www.unitedsiteservices.com/legal-terms-conditions/), which are part of  
this Agreement

*We will never ask you to change remittance information via email.*

CHECK OR  
MONEY ORDERS  
PAYABLE TO  
United Site Services  
PO Box 660475  
Dallas, TX.,  
75266-0475  
Terms: Net 30



WE ACCEPT -  
American Express  
- Visa  
- Mastercard  
- Discover



Please detach this coupon and include with your payment.

Customer ID: ACT-00154239  
Customer Name: CITY OF LODI  
Invoice Number: INV-4607515  
Order Number: O-678202  
Due Date: 7/30/2024

Subtotal: \$414.77  
Tax: \$7.89  
Total: \$422.66  
Amount Remaining: **\$422.66**

Amount Paid:

Please Remit to: United Site Services  
PO Box 660475  
Dallas, TX 75266-0475



0000000000INV-460751500000422660

United Site Services of California, Inc.



Customer Service: 1-800-864-5387

## INVOICE

Customer ID: USS-475066  
 Invoice No: 114-13878901  
 Terms: Due Upon Receipt  
 P.O. No:  
 Our Order No: 0-2194395  
 Invoice Date: 06/21/24

Bill To: CITY OF LODI FINANCE DEPT  
 PO BOX 3006  
 LODI, CA 95241-1910

Ship To: CITY OF LODI FINANCE DEPT  
 DEBENEDETTI PARK  
 14226 LOWER SACRAMENTO RD  
 LODI, CA 95240

Item / Description	Quantity	Term	From / Thru	Unit Price	Total Price
ADA	1	1	06/19/24	60.00	60.00
ADA Restroom	Each		07/16/24		
REG-ADA	1	1	06/19/24	123.25	123.25
Weekly Service	Each		07/16/24		
XSVC-ADA	1	1	06/19/24	123.25	123.25
Additional Weekly Service - 2	Each		07/16/24		
2SS	1	1	06/19/24	20.00	20.00
2 Station Hand Wash Sink	Each		07/16/24		
REG-2SS	1	1	06/19/24	98.00	98.00
Weekly Service	Each		07/16/24		
XSVC-2SS	1	1	06/19/24	98.00	98.00
Additional Weekly Service - 2	Each		07/16/24		
STD	1	1	06/19/24	20.00	20.00
Standard Restroom	Each		07/16/24		
REG-STD	1	1	06/19/24	98.00	98.00
Weekly Service	Each		07/16/24		
XSVC-STD	1	1	06/19/24	98.00	98.00
Additional Weekly Service	Each		07/16/24		

United Site Services of California, Inc.



## INVOICE

Customer ID: USS-475066  
 Invoice No: 114-13878901  
 Terms: Due Upon Receipt  
 P.O. No:  
 Our Order No: 0-2194395  
 Invoice Date: 06/21/24

Customer Service: 1-800-864-5387

Bill To: CITY OF LODI FINANCE DEPT  
 PO BOX 3006  
 LODI, CA 95241-1910

Ship To: CITY OF LODI FINANCE DEPT  
 DEBENEDETTI PARK  
 14226 LOWER SACRAMENTO RD  
 LODI, CA 95240

Subtotal: 738.50  
 Tax: 8.25  
 Total: 746.75

**Pay Your Invoices Online at [www.UnitedSiteServices.com/BillPay](http://www.UnitedSiteServices.com/BillPay)**  
**We will never ask you to change remittance information via email.**  
**Please detach this coupon and include with your payment in the enclosed envelope.**  
**See Reverse for Terms & Conditions, which are part of this Agreement**  
 wherein United Site Services of California, Inc. is referred to as "Company"

CITY OF LODI FINANCE DEPT  
 Customer ID: USS-475066  
 Invoice Number: 114-13878901  
 Our Order No: 0-2194395

Subject to Tax    Exempt from Tax  
 100.00            638.50  
 Service is Optional

Subtotal: 738.50  
 Tax: 8.25  
 Total: 746.75

Please Remit to: United Site Services  
 PO Box 660475  
 Dallas, TX 75266-0475



## Amount Paid:

Check this box if you would like to pay by credit card,  
 change your address or decline damage waiver, and you  
 have completed the necessary form(s) on the reverse:

00000000114-1387890100000746756



**United Site Services of California, Inc.**

2443 Yosemite Blvd  
 MODESTO, CA 95354  
 Toll Free: 1-800-Toilets

**Salesperson Contact**

Michael D. Reed  
 Mobile:  
 Office: 916-261-4821  
 Fax:  
 Michael.Reed@unitedsiteservices.com

**Site Service Quotation****Quote No.:** 414-2582128**Quote Date:** 03/01/25**Quote Expires:** 04/26/25

**Sell To:** CITY OF LODI PARKS RECREATIONC  
 ULTURAL SERVICES  
 TRACEY ROLETT  
 PO BOX 3006  
 LODI, CA 95241-1910

**Ship To:** CITY OF LODI PARKS RECREATIONC  
 ULTURAL SERVICES  
 14266 LOWER SACRAMENTO RD  
 LODI, CA 95240

**Cust. #:** USS-475066**Phone:** 209-269-4880**Terms:** Due Upon Receipt**Comments & Special Instructions**

QUOTE FOR ACTIVE ORDER: 0-2194395

QUOTE IS THE PER BILL CYCLE RATE -- 28 DAY BILL CYCLE

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
<b>Standard Restroom</b>	<b>EA</b>	<b>1</b>	<b>03/01/25</b>	<b>Indef</b>	<b>20.00</b>	<b>20.00</b> per billing cycle
Weekly Service	EA	1	03/01/25	Indef	98.00	98.00 per billing cycle
Additional Weekly Service - 2	EA	1	03/01/25	Indef	98.00	98.00 per billing cycle
<b>Standard Restroom Subtotal:</b>						<b>216.00</b>
<b>ADA Wheelchair Accessible</b>	<b>EA</b>	<b>1</b>	<b>03/01/25</b>	<b>Indef</b>	<b>60.00</b>	<b>60.00</b> per billing cycle
Weekly Service	EA	1	03/01/25	Indef	123.25	123.25 per billing cycle
Additional Weekly Service - 2	EA	1	03/01/25	Indef	123.25	123.25 per billing cycle
<b>ADA Wheelchair Accessible Subtotal:</b>						<b>306.50</b>
<b>2 Station Sink</b>	<b>EA</b>	<b>1</b>	<b>03/01/25</b>	<b>Indef</b>	<b>20.00</b>	<b>20.00</b> per billing cycle
Weekly Service	EA	1	03/01/25	Indef	98.00	98.00 per billing cycle
Additional Weekly Service - 2	EA	1	03/01/25	Indef	98.00	98.00 per billing cycle
<b>2 Station Sink Subtotal:</b>						<b>216.00</b>

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

Remit To: United Site Services, PO Box 660475, Dallas, TX 75266-0475

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

**Subtotal:** 738.50  
**Tax:** 8.25  
**Total:** 746.75

1. **Acceptance.** Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Company's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. **Payment Terms.** Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process and pay for the transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental authority for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. **Service.** Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. **Damage Waiver.** Pricing attachment included herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God, or accidental structural damage to all portable restrooms, hand washing stations and holding tanks, EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. **This Damage Waiver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials while in the Customer's possession.** When Company performs at the Customer's direction, Company is not liable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.

5. **Equipment Responsibility.** Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company applicable to the Equipment.

6. **Equipment and Service Selection.** Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due diligence and care in assessing its own needs and is not relying on any information provided by Company in making any such choices.

7. **Equipment Contamination.** Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

8. **Liability & Indemnification.** Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or (c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury,

damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Assumption of Risk; Insurance.** Customer assumes all risk of and liability for injury (including death) to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, qualify, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above does not limit or qualify the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

10. **Termination.** Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

11. **Governing Law; Non-Waiver; Amendments.** This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

12. **Errors & Omissions.** Company reserves the right to correct any erroneous information that may appear in an invoice including, without limitation, Customer's name or address, or billing amounts.

13. **Fencing.** For fence rental and installation, any new fence orders are subject to a minimum install fee and will be listed on the face of this agreement. If the fence is required for an additional length of time beyond the initial term listed on the face of this agreement, a residual (rental) fee will apply to all fence and related products on site. This residual percentage amount will appear on your agreement and will be invoiced each billing cycle until the fence is removed. All partial deliveries and removals are subject to a minimum trip charge as outlined in the agreement. Company does not engage in or sign project labor agreements (PLA). Customer will, however, provide fence to our customers for self-installation in these instances. Customer is responsible to provide the current project wage rates to Company, and company reserves the right to correct invoices at any time, should adjustments be required to account for any wage determinations or wage rates. Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, fences shall follow ground lines/level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, wires, conduits, obstructions, conditions, or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service entities in advance of install. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location, (b) surveying, grading, locating, and staking fence line and identifying/verifying all property and utility lines, (c) notifying and safeguarding Company of all potential hazards, and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compliance with these terms. Customer is responsible for all relocation/re-installation costs. Customer shall inspect and accept the fence within twenty-four (24) hours of installation.

14. **Conditional Payments.** Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 16. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

15. **Price Adjustments.** Company reserves the right to impose a price increase at any time with or without notice to Customer. Company retains the right to impose a fuel and inflation charge to invoices at Company's discretion.

16. **Notices.** Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to <https://www.unitedsiteservices.com/privacy-policy>.

**United Site Services of California, Inc.**

2443 Yosemite Blvd  
 MODESTO, CA 95354  
 Toll Free: 1-800-Toilets

**Salesperson Contact**

Michael D. Reed  
 Mobile:  
 Office: 916-261-4821  
 Fax:  
 Michael.Reed@unitedsiteservices.com

**Site Service Quotation****Quote No.:** 414-2582131**Quote Date:** 03/01/25**Quote Expires:** 04/26/25

**Sell To:** CITY OF LODI PARKS RECREATIONC  
 ULTRAL SERVICES  
 TRACEY ROLETT  
 PO BOX 3006  
 LODI, CA 95241-1910

**Ship To:** CITY OF LODI PARKS RECREATIONC  
 ULTRAL SERVICES  
 1821 WEST TOKAY ST  
 LODI, CA 95242

**Cust. #:** USS-475066**Phone:** 209-269-4880**Terms:** Due Upon Receipt**Comments & Special Instructions**

QUOTE FOR ACTIVE ORDER: 678202 (GLOBAL REF #)  
 QUOTE IS THE PER BILL CYCLE RATE -- 28 DAY BILL CYCLE

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
<b>Standard Restroom</b>	<b>EA</b>	<b>1</b>	<b>03/01/25</b>	<b>Indef</b>	<b>43.45</b>	<b>43.45</b> per billing cycle
Weekly Service	EA	1	03/01/25	Indef	61.45	61.45 per billing cycle
Additional Weekly Service - 2	EA	1	03/01/25	Indef	61.45	61.45 per billing cycle
Hand Sanitizer Refill	EA	1	03/01/25	Indef	38.02	38.02 per billing cycle
Lock and Key	EA	1	03/01/25	Indef	8.69	8.69 per billing cycle
<b>Standard Restroom Subtotal: . . . . .</b>						<b>213.06</b>
<b>2 Station Sink</b>	<b>EA</b>	<b>1</b>	<b>03/01/25</b>	<b>Indef</b>	<b>43.45</b>	<b>43.45</b> per billing cycle
Weekly Service	EA	1	03/01/25	Indef	79.17	79.17 per billing cycle
Additional Weekly Service - 2	EA	1	03/01/25	Indef	79.17	79.17 per billing cycle
<b>2 Station Sink Subtotal: . . . . .</b>						<b>201.79</b>

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

**Remit To: United Site Services, PO Box 660475, Dallas, TX 75266-0475**

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

**Subtotal:** 414.85**Tax:** 7.89**Total:** 422.74

1. **Acceptance.** Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Company's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.

2. **Payment Terms.** Customer shall pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorated (i.e., charges for less than a full Period shall not be prorated). Customer shall be liable to Company for all collection expenses (including reasonable attorneys' fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pay all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's check to make a one-time electronic fund transfer from Customer's account or to process and pay for the transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

3. **Service.** Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances, Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.

4. **Damage Waiver.** Pricing attachment included herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God, or accidental structural damage to all portable restrooms, hand washing stations and holding tanks. EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any willful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hereof, and Customer shall take all actions necessary to process and pursue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. **This Damage Waiver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials while in the Customer's possession.** When Company performs at the Customer's direction, Company is not liable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.

5. **Equipment Responsibility.** Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent, Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASI's published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company applicable to the Equipment.

6. **Equipment and Service Selection.** Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due diligence and care in assessing its own needs and is not relying on any information provided by Company in making any such choices.

7. **Equipment Contamination.** Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, cleanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees. If Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.

8. **Liability & Indemnification.** Except to the extent Customer is not liable under the Damage Waiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, lawsuits, damages, expenses, penalties, fines, and other losses arising out of any of (a) the rental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer, (b) waste material collected in the Equipment or disposed of by Company, or (c) any damage to underground pipes, sewers, wires, conduits or utilities resulting from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnify or defend Company to the extent the injury,

damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a tender by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. **Assumption of Risk; Insurance.** Customer assumes all risk of and liability for injury (including death) to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, dismantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance maintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurance. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, qualify, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above does not limit or qualify the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

10. **Termination.** Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Customer's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this paragraph.

11. **Governing Law; Non-Waiver; Amendments.** This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to this Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a waiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

12. **Errors & Omissions.** Company reserves the right to correct any erroneous information that may appear in an invoice including, without limitation, Customer's name or address, or billing amounts.

13. **Fencing.** For fence rental and installation, any new fence orders are subject to a minimum install fee and will be listed on the face of this agreement. If the fence is required for an additional length of time beyond the initial term listed on the face of this agreement, a residual (rental) fee will apply to all fence and related products on site. This residual percentage amount will appear on your agreement and will be invoiced each billing cycle until the fence is removed. All partial deliveries and removals are subject to a minimum trip charge as outlined in the agreement. Company does not engage in or sign project labor agreements (PLA). Customer will, however, provide fence to our customers for self-installation in these instances. Customer is responsible to provide the current project wage rates to Company, and company reserves the right to correct invoices at any time, should adjustments be required to account for any wage determinations or wage rates. Customer shall establish all property line stakes and grade stakes. Unless otherwise agreed, fences shall follow ground lines/level. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, wires, conduits, obstructions, conditions, or restrictions which may interfere with or be damaged at install or thereafter. Customer shall notify any and all underground service entities in advance of install. Customer shall cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location, (b) surveying, grading, locating, and staking fence line and identifying/verifying all property and utility lines, (c) notifying and safeguarding Company of all potential hazards, and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compliance with these terms. Customer is responsible for all relocation/re-installation costs. Customer shall inspect and accept the fence within twenty-four (24) hours of installation.

14. **Conditional Payments.** Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 16. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining balance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

15. **Price Adjustments.** Company reserves the right to impose a price increase at any time with or without notice to Customer. Company retains the right to impose a fuel and inflation charge to invoices at Company's discretion.

16. **Notices.** Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1009, Westborough, MA 01581 Attn: (Legal Department). Any notice given pursuant to this contract shall be considered duly given when received by the representatives of the parties hereto. For information about our privacy practices, go to <https://www.unitedsiteservices.com/privacy-policy>.



RESOLUTION NO. 2025-\_\_\_\_\_

ADOPT RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE  
AMENDMENT NO. 1 TO AGREEMENT WITH UNITED SITE SERVICES, INC. OF  
CALIFORNIA FOR PORTABLE RESTROOM SERVICES AT VARIOUS CITY  
PARKS BY \$60,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$126,826

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WHEREAS, various parks throughout Lodi host youth and adult athletic programs including city-run league play and the Boosters of Boys/Girls Sports (BOBS) practices and games. Some of the parks used for these programs do not have permanent restrooms; and

WHEREAS, due to the delay in construction of the restroom facilities at Lodi Lake, additional services are needed; and

WHEREAS, United Site Services, Inc. will continue to provide delivery, set-up, removal and weekly service of ADA restrooms, standard restrooms and hand wash stations for at Lodi Lake, DeBenedetti and Vinewood Park.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 1 with United Site Services, Inc. of California to add \$60,000 (account 20072202.72499) to the overall Agreement for a total not to exceed amount of \$126,826; and

BE IT FURTHER RESOLVED pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: May 21, 2025

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I hereby certify that Resolution No. 2025-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 21, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED  
City Clerk

2025-\_\_\_\_\_



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## COUNCIL COMMUNICATION

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**AGENDA TITLE:**

Adopt a Resolution Authorizing City Manager to Execute Amendment No. 9 to Professional Services Agreement with ABM Industry Groups LLC of San Francisco, for Janitorial Services (\$75,000) (PW)

**MEETING DATE:**

May 21, 2025

**PREPARED BY:**

Public Works Director

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**RECOMMENDED ACTION:**

Adopt a Resolution authorizing the City Manager to execute Amendment No. 9 to Professional Services Agreement with ABM Industry Groups LLC of San Francisco, for Janitorial Services in an amount not-to-exceed \$75,000.

**BACKGROUND INFORMATION:**

On June 5, 2019, Council awarded the contract for Citywide Janitorial Services to ABM Industry Groups, LLC., of San Francisco, in the amount of \$424,094. The original term of the contract was for two years, with the option to extend by mutual agreement. Article IV of the Contract also included provisions to increase the fees due to governmental factors beyond the contractor's control, including but not limited to, increases in the California minimum wage.

Amendment No. 1 was executed on March 1, 2021 and adjusted the fees in accordance with the minimum wage increase, extended the term one additional year (through June 30, 2022), and added funds in the amount of \$250,000 to cover the additional year of service, bringing the total Contract amount to \$674,094.

Amendment No. 2 was executed on February 3, 2022, which added \$75,000 to the contract to cover the enhanced COVID-19 cleaning services and a monthly increase for the January 1, 2022 minimum wage increase.

Amendment No. 3 was executed on May 17, 2022 and extended the term one additional year (through June 30, 2023) and added funds in the amount of \$300,000 to cover the extended term. This amendment brought the total contract amount to \$1,049,094.

Amendment No. 4 was executed on February 23, 2023 to increase the monthly service costs due to the minimum wage increase that became effective January 1, 2023.

Amendment No. 5 was executed on June 14, 2023 and extended the contract term through June 30, 2024, adjusted the fee schedule for the January 1, 2024 minimum wage increase, and added funds in the amount of \$275,000 to cover the extended term, bringing the total Contract amount to \$1,324,094.

Amendment No. 6 was executed on October 25, 2023 and amended the Contract Service Fee Schedule to

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## COUNCIL COMMUNICATION

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include janitorial services at the Lodi Station Parking Structure Guard Shack.

Amendment No. 7 was executed on May 6, 2024 and extended the term for one additional year to June 30, 2025 and added funds in the amount of \$150,000 to cover the extended term, bringing the total contract amount to \$1,474,094.

Amendment No. 8 was executed on January 16, 2025 to increase the monthly service costs due to the minimum wage increase that became effective January 1, 2025.

If approved, Amendment No. 9 will increase the contract funds by an amount not to exceed \$75,000, for a total not-to-exceed amount of \$1,549,094. The additional funds will be utilized to pay for the increased service costs associated with Amendment No. 8, and is necessary to pay for our monthly janitorial services until the current contract expires on June 30, 2025. A new contractor has already been awarded the 2025-2027 contract, beginning services on July 1, 2025.

### **STRATEGIC VISION:**

8. Public Well-Being.

### **FISCAL IMPACT:**

The costs are included in the adopted Fiscal Year 2024/25 operating accounts.

### **FUNDING AVAILABLE:**

Funding for janitorial services are already included in the following operating accounts for Fiscal Year 2024/25:

Public Works Facilities Services (10051000)  
Hutchins Street Square (20071402)  
Library (12090000)  
Parks & Recreation (20072001/20073001)  
Water (56052001) Wastewater (53053001)  
White Slough Water Pollution Control Facility (53053003)  
Surface Water Treatment Plant (56052005)  
Transit (60054105)  
Fleet Services (65055000)  
Electric Utility (50060001)

AMENDMENT NO. 9

ABM INDUSTRY GROUPS, LLC  
2019 JANITORIAL SERVICES

THIS AMENDMENT NO. 9 TO CONTRACT FOR 2019 JANITORIAL SERVICES ("Amendment No. 9"), is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ABM INDUSTRY GROUPS, LLC, a Delaware limited liability company qualified to do business in California (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into a Contract for janitorial services on August 23, 2019, Amendment No. 1 on March 1, 2021, Amendment No. 2 on February 3, 2022, Amendment No. 3 on May 17, 2022, Amendment No. 4 on February 23, 2023, Amendment No. 5 on June 14, 2023, Amendment No. 6 on October 25, 2023, Amendment No. 7 on May 6, 2024, and Amendment No. 8 on January 16, 2025 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and
2. WHEREAS, CITY requests to increase the fees by an amount not-to-exceed \$75,000, for a total not-to-exceed amount under Agreement of \$1,549,094; and
3. WHEREAS, CONTRACTOR AND CITY agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth in above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 9 on the date and year first above written.

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

ABM INDUSTRY GROUPS, LLC, a Delaware limited liability company qualified to do business in California  
Hereinabove called "CONTRACTOR"

\_\_\_\_\_  
CHRISTINA JAROMAY  
Acting City Manager

\_\_\_\_\_  
FAISEL ALGAHEIM  
Director of Operations – Northern California

Attest:

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

Approved as to Form:

\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney



AMENDMENT NO. 8

ABM INDUSTRY GROUPS, LLC

THIS AMENDMENT NO. 8 TO CONTRACT, is made and entered this 16<sup>th</sup> day of January, 2024<sup>5</sup>, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ABM INDUSTRY GROUPS, LLC, a Delaware limited liability company qualified to do business in California (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into a Contract for janitorial services on August 23, 2019, Amendment No. 1 on March 1, 2021, Amendment No. 2 on February 3, 2022, Amendment No. 3 on May 17, 2022, Amendment No. 4 on February 23, 2023, Amendment No. 5 on June 14, 2023, Amendment No. 6 on October 25, 2023, and Amendment No. 7 on May 6, 2024 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and
2. WHEREAS, CONTRACTOR requested to amend the Contract Services Fee Schedule per Article IV of the Agreement effective January 1, 2025, as set forth in Exhibit 2, attached hereto and made a part hereof; and
3. WHEREAS, CONTRACTOR AND CITY agree to said amendment.


NOW, THEREFORE, the parties agree to amend the Agreement as set forth in above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 8 on the date and year first above written.

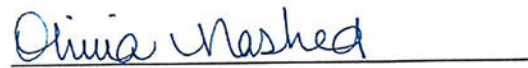
CITY OF LODI, a municipal corporation,  
Hereinabove called "CITY"

  
SCOTT R. CARNEY  
City Manager

ABM INDUSTRY GROUPS, LLC, a Delaware limited liability company qualified to do business in California  
Hereinabove called "CONTRACTOR"

  
FAISEL ALGAHEIM  
Director of Operations – Northern California

Attest:

  
OLIVIA NASHED, City Clerk

Approved as to Form:

  
KATIE O. LUCCHESI  
City Attorney  
JK for Katie Lucchesi

AMENDMENT NO. 7

ABM INDUSTRY GROUPS, LLC

THIS AMENDMENT NO. 7 TO CONTRACT, is made and entered this 6<sup>th</sup> day of May, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ABM INDUSTRY GROUPS, LLC, a Delaware limited liability company (hereinafter "CONTRACTOR").

WITNESSETH:

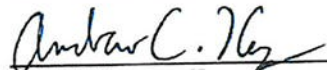
1. WHEREAS, CONTRACTOR and CITY, entered into a Contract for janitorial services on August 26, 2019, Amendment No. 1 on March 1, 2021, Amendment No. 2 on February 3, 2022, Amendment No. 3 on May 17, 2022, Amendment No. 4 on February 23, 2023, Amendment No. 5 on June 14, 2023, and Amendment No. 6 on October 25, 2023 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and
2. WHEREAS, CITY requested to increase the fees by an amount not-to-exceed \$150,000, for a total not-to-exceed amount under Agreement of \$1,474,094; and
3. WHEREAS, CITY requested to extend the term of the Agreement through June 30, 2025; and
4. WHEREAS, CONTRACTOR AND CITY agree to said amendments.

NOW, THEREFORE, the parties agree to said amend the Agreement as set forth in above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 7 on the date and year first above written.

CITY OF LODI, a municipal corporation,

Hereinabove called "CITY"




ANDREW C. KEYS  
Interim City Manager

ABM INDUSTRY GROUPS, LLC, a Delaware  
limited liability company,  
Hereinabove called "CONTRACTOR"

  
FAISAL ALGAHEIM  
Director of Operations – Northern California

Attest:

  
OLIVIA NASHED, City Clerk

Approved as to Form:



KATIE O. LUCCHESI  
City Attorney

AMENDMENT NO. 6

ABM INDUSTRY GROUPS, LLC

THIS AMENDMENT NO. 6 TO CONTRACT, is made and entered this 25<sup>th</sup> day of October, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ABM INDUSTRY GROUPS, LLC., a Delaware limited liability company (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into a Contract for janitorial services on August 26, 2019, Amendment No. 1 on March 1, 2021, Amendment No. 2 on February 3, 2022, Amendment No. 3 on May 17, 2022, Amendment No. 4 on February 23, 2023, Amendment No. 5 on June 14, 2023 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and  
and
2. WHEREAS, CONTRACTOR requested to amend the Contract Services Fee Schedule per Article IV of the Agreement to include Lodi Station Parking Structure Guard Shack Janitorial Service, as set forth in Exhibit 2, attached hereto and made a part hereof;  
and
3. WHEREAS, CONTRACTOR AND CITY agree to said amendments.

NOW, THEREFORE, the parties agree to said amend the Agreement as set forth in above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 6 on the date and year first above written.

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

ABM INDUSTRY GROUPS, LLC, a  
Delaware limited liability company,  
Hereinafter called "CONTRACTOR"

Andrew C. Keys  
~~STEPHEN SCHWABAUER~~ Andrew C. Keys  
Interim City Manager

FAISAL ALGAHEIM  
Director of Operations – Northern California

Attest:

Olivia Nashed  
OLIVIA NASHED, City Clerk

Approved as to Form:

Katie O. Lucchesi  
KATIE O. LUCCHESI  
Interim City Attorney

AMENDMENT NO. 5

ABM INDUSTRY GROUPS, LLC

THIS AMENDMENT NO. 5 TO CONTRACT, is made and entered this 14<sup>th</sup> day of June, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ABM INDUSTRY GROUPS, LLC., a Delaware limited liability company (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into a Contract for janitorial services on August 26, 2019, Amendment No. 1 on March 1, 2021, Amendment No. 2 on February 3, 2022, Amendment No. 3 on May 17, 2022, Amendment No. 4 on February 23, 2023 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and;
2. WHEREAS, CONTRACTOR requested to amend the Contract Services Fee Schedule per Article IV of the Agreement effective January 1, 2024, as set forth in Exhibit 2, attached hereto and made a part hereof; and
3. WHEREAS, CITY requested to increase the fees by an amount not-to-exceed \$275,000, for a total not-to-exceed amount of \$1,324,094; and
4. WHEREAS, CITY requests to extend the term of the Agreement through June 30, 2024; and
5. WHEREAS, CONTRACTOR AND CITY agree to said amendments.

NOW, THEREFORE, the parties agree to said amend the Agreement as set forth in above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 5 on the date and year first above written.

CITY OF LODI, a municipal corporation,

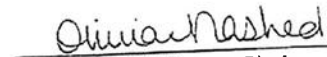
Hereinabove called "CITY"

  
STEPHEN SCHWABAUER  
City Manager

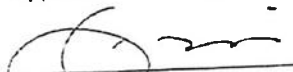
ABM INDUSTRY GROUPS, LLC, a  
Delaware limited liability company,  
Hereinabove called "CONTRACTOR"

\_\_\_\_\_  
FAISAL ALGAHEIM  
Director of Operations – Northern California

Attest:

  
OLIVIA NASHED, City Clerk

Approved as to Form:

  
JANICE D. MAGDICH  
City Attorney

**Exhibit 1  
to Amendment No. 5**

**AMENDMENT NO. 4**

**ABM INDUSTRY GROUPS, LLC**

THIS AMENDMENT NO. 4 TO CONTRACT, is made and entered this 23<sup>rd</sup> day of February, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ABM INDUSTRY GROUPS, LLC., a Delaware limited liability company (hereinafter "CONTRACTOR").

**WITNESSETH:**

1. WHEREAS, CONTRACTOR and CITY, entered into a Contract for janitorial services on August 26, 2019, Amendment No. 1 on March 1, 2021, Amendment No. 2 on February 3, 2022, Amendment No. 3 on May 17, 2022 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and;
2. WHEREAS, CONTRACTOR requested to amend the Contract Services Fee Schedule per Article IV of the Agreement, as set forth in Exhibit 2, attached hereto and made a part hereof; and
3. WHEREAS, CONTRACTOR AND CITY agree to said amendments.

NOW, THEREFORE, the parties agree to said amend the Agreement as set forth in above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation,

Hereinabove called "CITY"



STEPHEN SCHWABAUER  
City Manager

ABM INDUSTRY GROUPS, LLC, a  
Delaware limited liability company,  
Hereinabove called "CONTRACTOR"




Faisal Algaheim  
Director of Operations – Northern California

Attest:



OLIVIA NASHED, City Clerk

Approved as to Form:



JANISE D. MAGDICH  
City Attorney

**EXHIBIT 1**  
**to Amendment #4**

**AMENDMENT NO. 3**

ABM INDUSTRY GROUPS, LLC

THIS AMENDMENT NO. 3 TO CONTRACT, is made and entered this 17<sup>th</sup> day of May, 2022, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ABM INDUSTRY GROUPS, LLC, a Delaware limited liability company (hereinafter "CONTRACTOR").

**WITNESSETH:**

1. WHEREAS, CONTRACTOR and CITY, entered into a Contract for janitorial services on August 26, 2019, Amendment No. 1 on March 1, 2021, Amendment No. 2 on February 3, 2022 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and;
2. WHEREAS, CITY requested to increase the fees by an amount not-to-exceed \$300,000, for a total not-to-exceed amount under the Agreement of \$1,049,094; and
3. WHEREAS, CITY requested to extend the term of the Agreement through June 30, 2023; and
4. WHEREAS, CONTRACTOR AND CITY agree to said amendments.

NOW, THEREFORE, the parties agree to said amend the Agreement as set forth in above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 3 on the date and year first above written.

CITY OF LODI, a municipal corporation,

Hereinafter called "CITY"

  
STEPHEN SCHWABAUER  
City Manager

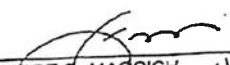
ABM INDUSTRY GROUPS, LLC, a  
Delaware limited liability company,  
Hereinafter called "CONTRACTOR"

  
FAISEL ALGAHEIM  
Director of Operations - Northern California

Attest:

  
PAMELA M. FARRIS Olivia Nashed  
Assistant City Clerk

Approved as to Form:

  
JANICE D. MASOICH  
City Attorney

AMENDMENT NO. 2

*2022* ABM INDUSTRY GROUPS, LLC

THIS AMENDMENT NO. 2 TO CONTRACT, is made and entered this *3<sup>rd</sup>* day of *February*, *2022*, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ABM INDUSTRY GROUPS, LLC., a Delaware limited liability company (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into a Contract for janitorial services on August 26, 2019, Amendment No. 1 on March 1, 2021 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and
2. WHEREAS, CONTRACTOR requested to amend the Contract Services Fee Schedule per Article IV of the Agreement, as set forth in Exhibit 2, attached hereto and made a part hereof; and
3. WHEREAS, CITY requested Enhanced Cleaning Services, as set forth in Exhibit 3, attached hereto and made a part hereof; and
4. WHEREAS, CITY requested to increase the fees by an amount not to exceed \$75,000, for a total not-to-exceed amount of \$749,094; and
5. WHEREAS, CONTRACTOR AND CITY agree to said amendments.

NOW, THEREFORE, the parties agree to said amend the Agreement as set forth in above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

CITY OF LODI, a municipal corporation,

Hereinafter called "CITY"

Steve Schwabauer

STEPHEN SCHWABAUER  
City Manager

ABM INDUSTRY GROUPS, LLC, a  
Delaware limited liability company,  
Hereinafter called "CONTRACTOR"

FAISAL ALGAHEIM  
Director of Operations - Northern California

Attest:

*Danella M. Harris*  
JENNIFER GUSMIR, City Clerk  
*Danella M. Harris*  
Assistant City Clerk  
Approved as to Form:

*[Signature]*  
JANICE D. MAGDICH  
City Attorney



AMENDMENT NO. 2

ABM INDUSTRY GROUPS, LLC

THIS AMENDMENT NO. 2 TO CONTRACT, is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ABM INDUSTRY GROUPS, LLC., a Delaware limited liability company (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into a Contract for janitorial services on August 26, 2019, Amendment No. 1 on March 1, 2021 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and;  
and
2. WHEREAS, CONTRACTOR requested to amend the Contract Services Fee Schedule per Article IV of the Agreement, as set forth in Exhibit 2, attached hereto and made a part hereof; and
3. WHEREAS, CITY requested Enhanced Cleaning Services, as set forth in Exhibit 3, attached hereto and made a part hereof; and
4. WHEREAS, CITY requested to increase the fees by an amount not to exceed \$75,000, for a total not-to-exceed amount of \$749,094; and
5. WHEREAS, CONTRACTOR AND CITY agree to said amendments.

NOW, THEREFORE, the parties agree to said amend the Agreement as set forth in above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

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

ABM INDUSTRY GROUPS, LLC, a  
Delaware limited liability company,  
Hereinabove called "CONTRACTOR"

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

\_\_\_\_\_  
FAISAL ALGAHEIM  
Director of Operations - Northern California

Attest:

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

Approved as to Form:

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



AMENDMENT NO. 1

ABM INDUSTRY GROUPS, LLC

THIS AMENDMENT NO. 1 TO CONTRACT, is made and entered this 1 day of March, 2021, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ABM INDUSTRY GROUPS, LLC, a Delaware limited liability company qualified to do business in California (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into a Contract for janitorial services on August 28, 2019 (the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and
2. WHEREAS, CONTRACTOR requested to amend the Contract Services Fee Schedule per Article IV of the Agreement, as set forth in Exhibit 2, attached hereto and made a part hereof; and
3. WHEREAS, CITY requested to increase the fees by an amount not to exceed \$250,000, for a total not-to-exceed amount of \$374,094.00; and
4. WHEREAS, CITY requests to extend the term of the Agreement through June 30, 2022; and
5. WHEREAS, CONTRACTOR AND CITY agree to said amendments.

NOW, THEREFORE, the parties agree to said amend the Agreement as set forth in above. All other terms and conditions of the Agreement remain unchanged

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

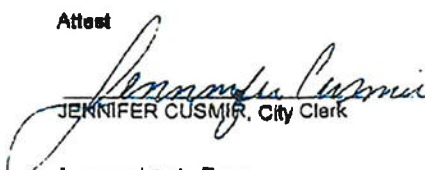
CITY OF LODI, a municipal corporation,

Hereinafter called "CITY"

Steve Schwabauer

STEPHEN SCHWABAUER  
City Manager

Attest

  
JENNIFER CUSMIR, City Clerk

Approved as to Form

Janice D. Magdich

JANICE D. MAGDICH  
City Attorney

ABM INDUSTRY GROUPS, LLC, a  
Delaware limited liability company,  
Hereinafter called "CONTRACTOR"

  
ROBERT DAWES  
Vice President of Operations - Northern  
California

**2019 JANITORIAL SERVICES  
CITY OF LODI FACILITIES**

**CONTRACT**

---

**CITY OF LODI, CALIFORNIA**

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and ABM INDUSTRY GROUPS, LLC, a Delaware limited liability company, qualified to do business in California, herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

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

- Notice Inviting Bids
- Information to Bidders
- General Provisions
- Special Provisions
- Bid Proposal
- Contract
- Contract Bonds
- Janitorial Maintenance Checklist for City of Lodi Facilities

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

**ARTICLE I** - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to maintain in a good workmanlike and substantial manner and to the satisfaction of the City the proposed maintenance of City facilities.

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

**ARTICLE III** - The Contractor agrees to conform to the provisions and all responsibility for compliance with all Labor Code requirements

**ARTICLE IV** - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; provided that with respect to fixed pricing recited elsewhere in this Agreement, should Contractor's costs increase due to governmental regulatory factors beyond Contractor's reasonable control, including but not limited to increases to minimum or living wages, or increases occasioned by governmental mandates, including the Affordable Care Act, the parties agree to negotiate in good faith an equitable adjustment in the price of the contract. If the parties are unable to reach an agreement, Contractor shall be permitted to terminate Agreement upon thirty (30) days notice, also for all loss or damage the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

The work consists of complete janitorial services for City of Lodi facilities on both a scheduled and on-demand basis. Janitorial services will include furnishing all labor, materials, and cleaning products (except those materials listed to be furnished by the City of Lodi), provide paper products and other products necessary to keep facilities supplied and sanitary and other incidental and related work for City of Lodi facilities, all as shown on the plans and specification for the "2019 Janitorial Services City of Lodi Facilities."

Standard  
Service  
LS/Month (LSM)

A. Lodi Police Department  
215 West Elm Street

1. Jail, Public Lobby, 6 days/week LSM \$1,311.53

2. Operations, Staffing areas,  
Workout/Training Room 5 days/week LSM \$3,329.51

B. Lodi Court #1  
217 West Elm Street

1. Staff/Office Area, 3 days/week LSM \$288.86

2. Holding Cell, Public Lobby, Court  
Chamber, 5 days/week  
LSM \$983.60

C. Library  
201 West Locust Street

Service 6 days/week LSM \$2,137.33

D. City Hall  
221 West Pine Street

Service 3 days/week LSM \$1,016.49

- E. Finance Department  
310 West Elm Street
- Service 3 days/week LSM \$510.36  
Standard  
Service  
LS/Month (LSM)
- F. Carnegie Forum  
305 West Pine Street
- Service 3 days/week LSM \$660.87
- G. City Hall Annex  
230 West Elm Street
- Service 3 days/week LSM \$486.35
- H. Parks and Recreation  
111 North Stockton Street
- Service 3 days/week LSM \$448.99
- I. Municipal Service Center  
1331 South Ham Lane
- Service 5 days/week LSM \$1,240.03
- J. Transit Fleet Shop  
1331 South Ham Lane
- Service 3 days/week LSM \$285.86
- K. White Slough Water Pollution Control Facility  
12751 North Thornton Road
- Service 3 days/week LSM \$518.50
- L. Hutchins Street Square  
125 South Hutchins Street
1. Main Lobby Restrooms, Thomas Theater Restrooms, Kirst Hall Kitchen and Restrooms
  - Service 5 days/week LSM \$915.20
  2. Senior Center
  - Service 5 days/week LSM \$417.71
  3. Administration Offices, Arts

Commission Office and  
Classroom

Service 5 days/week LSM \$413.49

4. Pool Restrooms/Locker Rooms  
Service 5 days/week LSM \$313.31

M. Lodi Station Parking Structure  
50 North Sacramento Street

Service 3 days/week LSM \$142.40

N. Surface Water Treatment Plant  
2001 West Turner Road

Service 3 days/week LSM \$540.25

**TOTAL LUMP SUM MONTHLY (TLSM) TLSM**  
**\$15,960.64**

**TOTAL ANNUAL LUMP SUM (ALS)**  
**(TLSM) x 12) ALS**  
**\$191,527.68**

Estimated Annual Cost of Janitorial  
Supplies Lump Sum **\$20,508.63**

**ANNUAL SUPPLIES**  
Item:

Item:	Estimated Quantity (For Bidding Purposes)	Unit	Unit Price	Total Cost (quantity x unit price)
Boxed Soap 800 ml	4	Case	\$30.82	\$123.28
Seat covers	14	Case	\$38.20	\$534.80
Toilet tissue	129	Case	\$43.93	\$5,667.97
Paper towels	279	Case	\$18.18	\$5,072.22
Liner 24x32	15	Case	\$14.55	\$218.25
Liner 33x39	9	Case	\$18.87	\$169.83
Liner 36x58	89	Case	\$23.82	\$2,119.98
Antibacterial soap	19	Gallon	\$54.34	\$1,032.41
Urinal screen w/deodorant block	14	Case	\$17.87	\$250.18
Single sheet toilet tissue	8	Case	\$45.15	\$361.20
Rolled paper towels	23	Case	\$27.38	\$629.74
One shot soap	42	Bottle	\$33.81	\$1,420.02
Touchless towels	13	Case	\$56.95	\$740.35
Liner 24x23	24	Case	\$14.55	\$349.20
Restroom air freshner	32	Case	\$56.85	\$1,819.20

**TOTAL ANNUAL SUPPLIES (TAS) TAS \$20,508.63**  
**TOTAL BID PRICE (ALS + TAS) \$212,046.31**

For All Locations (Not Included in Total  
Bid Price):

**O. Square Foot Cleaning Cost**

**1. Restrooms**

Service 5 days/week \$0.7056/SF

Service 3 days/week \$0.4270/SF

**2. Offices**

Service 5 days/week \$0.1411/SF

Service 3 days/week \$0.0854/SF

**3. Elevator**

Service 5 days/week \$0.5669/SF

Service 3 days/week \$0.3444/SF

**P. Special Request Cleaning  
(Non-emergency)**

Rate per Person \$19.88  
per Hour

**Q. Carpet Cleaning**

Cost per \$0.14  
minimum 1,000  
square feet

**R. 4/7 Emergency Call-Out Response  
(1 Hour Response, Applies to All  
Facilities)**

Minimum Call Out  
Charge \$250.00

**S. Mid-Day Restroom Cleaning  
@ Library 6 days/week**

Rate per Person  
per Hour \$42.28

**T. Biohazard Cleanup**

Rate per Person \$42.28  
per Hour

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

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

**ARTICLE VII** - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

**ARTICLE VIII** - The Contractor agrees to commence work pursuant to this contract within 10 calendar days after the City Manager has executed the contract.

PERIOD OF CONTRACT – When signing this contract, the Contractor agrees that the period for this contract is July 1, 2019 through June 30, 2021, and the contractor agrees to submit monthly billing no later than the 10<sup>th</sup> of each month

OPTION TO RENEW – By mutual agreement, the City and the contractor may enter into an agreement to extend this contract.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

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

CONTRACTOR:

ABM Industry Group

By: [Signature]

VICE PRESIDENT  
Title

(CORPORATE SEAL)

CITY OF LODI

By: [Signature]  
Stephen Schwabauer  
City Manager

Date: 8.23.19

Attest

[Signature]  
Jennifer M. Ferraiolo  
City Clerk

Approved As To Form

[Signature]  
Janise D. Magdich  
City Attorney

**Exhibit 2**  
to Amendment No 1

**Exhibit A**  
**Effective January 1st, 2021**

Site Name	Current Monthly Billing	CA Minimum Wage Increase January 1st, 2021	New Monthly Billing Effective January 1st, 2021	ABM BU Number
Lodi Police Department	\$5,022.53	7.41%	\$5,394.57	34320431
Library	\$2,313.02	7.41%	\$2,484.35	34320436
City Hall	\$1,100.05	7.41%	\$1,181.53	34320437
Finance Department	\$552.31	7.41%	\$593.22	34320438
Carnegie Forum	\$714.54	7.41%	\$767.47	34320439
City Hall Annex	\$526.33	7.41%	\$565.32	34320440
Parks and Recreation	\$485.90	7.41%	\$521.89	34320442
Municipal Service	\$1,341.96	7.41%	\$1,441.36	34320443
Transit Fleet shop	\$309.36	7.41%	\$332.27	34320444
White Slough	\$561.12	7.41%	\$602.69	34320445
Hutchins Street Square	\$2,229.02	7.41%	\$2,394.13	34320446
Station Parking Structure	\$154.11	7.41%	\$165.52	34320447
Surface Water Treatment	\$584.66	7.41%	\$627.97	34320448
Lodi Court #1 Staff Area	\$312.60	7.41%	\$335.76	34320602
Lodi Court #1 Holding Cell, Public Lobby and Court Chambers	\$1,064.45	7.41%	\$1,143.30	34320602
<b>Total Monthly Billing</b>	<b>\$52,274.49</b>		<b>\$56,551.45</b>	



Exhibit 2  
to Amendment No 2

Exhibit A  
Effective January 1st, 2022

Site Name	Current Monthly Billing	Exhibition Wage Increase January 1st, 2022	New Monthly Billing Effective January 1st, 2022	ARM BU Number
Lodi Police Department	\$5,394.57	8.01%	\$5,826.89	34320431
Library	\$2,484.35	8.01%	\$2,683.45	34320436
City Hall	\$1,181.53	8.01%	\$1,276.22	34320437
Finance Department	\$593.22	8.01%	\$640.76	34320438
Carnegie Forum	\$767.47	8.01%	\$828.98	34320439
City Hall Annex	\$565.32	8.01%	\$610.62	34320440
Parks and Recreation	\$521.89	8.01%	\$563.71	34320442
Municipal Service	\$1,441.36	8.01%	\$1,556.88	34320443
Transit Fleet shop	\$332.27	8.01%	\$358.90	34320444
White Slough	\$602.69	8.01%	\$650.98	34320445
Hutchins Street Square	\$2,394.13	8.01%	\$2,585.99	34320446
Station Parking Structure	\$165.52	8.01%	\$178.79	34320447
Surface Water Treatment	\$627.97	8.01%	\$678.29	34320448
Lodi Court #1 Staff Area	\$335.76	8.01%	\$362.67	34320602
Lodi Court #1 Holding Cell, Public Lobby and Court Chambers	\$1,143.30	8.01%	\$1,234.92	34320602
<b>Total Monthly Billing</b>	<b>\$18,551.36</b>		<b>\$20,039.05</b>	



**ABM Industry Groups, LLC.**  
**ENHANCED CLEANING WORK ORDER AND AGREEMENT**

CLIENT NAME	<u>CITY OF LODI</u>	Tag No.	_____
DATE	<u>3-18-20</u>	Contact	_____
BILLING ADDRESS	<u>221 West Pine Street, Lodi Ca. 95241</u>	Phone No.	_____
WORK LOCATION	<u>All Accounts Serviced per Schedule</u>	Email	_____
ORDERED BY	<u>Lyman M. Chang</u>	Start Date	_____

Description of Work to Be Done	Unit Price
Enhanced Cleaning Services – In accordance with the Scope of Work attached hereto as Exhibit A.	\$7816.52 Monthly Cost
Enhanced Cleaning Services – Post COVID-19 Contamination – In accordance with the Scope of Work attached hereto as Exhibit A.	

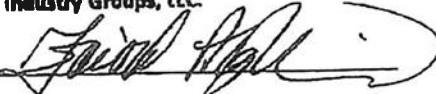
**PRICE QUOTE GOOD FOR THIRTY (30) DAYS**

This Work Order and Agreement (the "Work Order") pertains to that certain already existing contract ("Underlying Contract"), between ABM and Client, dated [August 26, 2019].<sup>1</sup> The Underlying Contract remains in full force and effect. ABM and Client agree that the work performed under this Work Order shall be governed by the terms and conditions of the Underlying Contract; and nothing in this Work Order shall modify the terms and conditions of the Underlying Contract or amend other services or work provided by ABM that is otherwise covered by the Underlying Contract, unless such modification or amendment is specified in this Work Order.

For the Enhanced Cleaning Services to be performed hereunder, ABM and Client agree that the services are designed to create a visually clean environment and reduce but not eliminate the risks of spreading infectious disease and viruses. While the Enhanced Cleaning Services will align with the most current recommendations and guidelines on environmental cleaning published by the Centers for Disease Control (CDC), World Health Organization (WHO) and Occupational Safety and Health Administration (OSHA), there is no guarantee that the services will completely eliminate the risks of spreading infectious disease and viruses. Therefore, ABM and Client agree that ABM's indemnity obligations in connection with the Enhanced Cleaning Services to be performed hereunder will be limited to loss or damage arising solely from ABM's gross negligence or willful misconduct and in no event will ABM's indemnity obligations hereunder exceed the amount paid to ABM under this Work Order.

Client hereby agrees to order the work as specified above and agrees to pay the entire amount as stipulated after the work has been completed, or within (30) thirty days after receipt of statement thereof. Any changes to this Work Order must be made in writing and signed by both parties hereto.

ABM Industry Groups, LLC.

By: 

Name: Faisal Algaheim

Title: Regional Operations Manager

CLIENT

By: 

Name: LYMAN CHANG

Title: CITY ENGINEER

<sup>1</sup> This Work Order and Agreement shall not be used for performance of any ABM services unless an Underlying Contract has been executed by ABM and Client.

By:   
Stephen Schwabauer, City Manager

**Exhibit A**  
**ENHANCED CLEANING SCOPE OF WORK**

Above Scope - Enhanced Cleaning Model

Horizontal surface spraying will occur, using the approved EPA registered cleaner/disinfectant (Virex II 256, Purtabs or equivalent).

1. Attention will be given to "high touch point" surfaces defined by client and may include but not be limited to: Entrance doors/Door handles, hand rails, push plates, light switches, elevator push buttons, microwave and refrigerator handles, faucets and flush levers. ABM will not be responsible for damage of electronics, telephones, keyboards, printers, personal and work documents or items, etc. ABM will not be responsible for damage to surfaces sprayed or wiped with disinfectant. Disinfect may leave water spots on surfaces. Enhanced services does not include removing of spots left by spraying process.

Proper PPE will used based on CDC guidelines and product recommendations.






# PW - ABMIndustryGroups\_AmendNo2\_Janitorial Services

Final Audit Report

2022-02-03

Created: 2022-02-03  
By: Linda Tremble (ltremble@lodi.gov)  
Status: Signed  
Transaction ID: CBJCH8CAABAAAY4Bx73b5YQyr1wqP5rDCUACD8Lm

## "PW - ABMIndustryGroups\_AmendNo2\_Janitorial Services" History

-  Document created by Linda Tremble (ltremble@lodi.gov)  
2022-02-03 - 1:15:52 AM GMT- P address: 209.23.214.254
-  Document emailed to Steve Schwabauer (sschwabauer@lodi.gov) for signature  
2022-02-03 - 1:16:14 AM GMT
-  Email viewed by Steve Schwabauer (sschwabauer@lodi.gov)  
2022-02-03 - 4:13:41 AM GMT- P address: 174.194.209.139
-  Document e-signed by Steve Schwabauer (sschwabauer@lodi.gov)  
Signature Date: 2022-02-03 - 4:14:04 AM GMT - Time Source: server- P address: 174.194.209.139
-  Agreement completed.  
2022-02-03 - 4:14:04 AM GMT

**EXHIBIT 2**  
to Amendment No. 4

**Exhibit A**  
**Effective January 1st, 2023**

Site Name	Current Monthly Billing	CA Minimum Wage Increase January 1st, 2023	New Monthly Billing Effective January 1st, 2023	ABM BU Number
Lodi Police Department	\$5,826.89	13.72%	\$6,626.11	34320431
Library	\$2,683.45	13.72%	\$3,051.51	34320436
City Hall	\$1,276.22	13.72%	\$1,451.26	34320437
Finance Department	\$640.76	13.72%	\$728.65	34320438
Carnegie Forum	\$828.98	13.72%	\$942.68	34320439
City Hall Annex	\$610.62	13.72%	\$694.37	34320440
Parks and Recreation	\$563.71	13.72%	\$641.03	34320442
Municipal Service	\$1,556.88	13.72%	\$1,770.42	34320443
Transit Fleet shop	\$358.90	13.72%	\$408.13	34320444
White Slough	\$650.98	13.72%	\$740.27	34320445
Hutchins Street Square	\$2,585.99	13.72%	\$2,940.69	34320446
Station Parking Structure	\$178.79	13.72%	\$203.31	34320447
Surface Water Treatment	\$678.29	13.72%	\$771.33	34320448
Lodi Court #1 Staff Area	\$362.67	13.72%	\$412.41	34320602
Lodi Court #1 Holding Cell, Public Lobby and Court Chambers	\$1,234.92	13.72%	\$1,404.31	34320602
<b>Total Monthly Billing</b>	<b>\$40,038.05</b>		<b>\$42,786.49</b>	

**Exhibit 2**  
to Amendment No. 5

**Exhibit A**  
**Effective January 1st, 2024**

Site Name	Current Monthly Salary \$/Per	Percentage Wage Increase January 1st, 2024	New Monthly Salary Effective January 1st, 2024	ABM BU Number
Lodi Police Department	\$6,626.11	6.92%	\$7,084.93	34320431
Library	\$3,051.51	6.92%	\$3,262.81	34320436
City Hall	\$1,451.26	6.92%	\$1,551.75	34320437
Finance Department	\$728.65	6.92%	\$779.11	34320438
Carnegie Forum	\$942.68	6.92%	\$1,007.96	34320439
City Hall Annex	\$694.37	6.92%	\$742.45	34320440
Parks and Recreation	\$641.03	6.92%	\$685.42	34320442
Municipal Service	\$1,770.42	6.92%	\$1,893.01	34320443
Transit Fleet shop	\$408.13	6.92%	\$436.39	34320444
White Slough	\$740.27	6.92%	\$791.53	34320445
Hutchins Street Square	\$2,940.69	6.92%	\$3,144.31	34320446
Station Parking Structure	\$203.31	6.92%	\$217.39	34320447
Surface Water Treatment	\$771.33	6.92%	\$824.74	34320448
Lodi Court #1 Staff Area	\$412.41	6.92%	\$440.97	34320602
Lodi Court #1 Holding Cell, Public Lobby and Court Champ	\$1,404.31	6.92%	\$1,501.55	34320602
<b>Total Monthly Billing</b>	<b>\$22,186.49</b>		<b>\$23,864.30</b>	

Minimum Wage Increase January 1st, 2024									
Employee Name	Previous Wage Rate	Payroll Taxes	Total Loaded Current Rate	New Rate	Payroll Taxes	Other Direct Costs	Total Loaded New Rate	Wage Increase	% of Increase
ADOLFO DE LA LUZ	\$ 16.50	\$ 3.55	\$ 20.05	\$ 17.00	\$ 4.25	\$ 0.17	\$ 21.42	\$ 1.37	6.35%
ISAMAR FIGUEROA	\$ 16.00	\$ 3.44	\$ 19.44	\$ 16.50	\$ 4.13	\$ 0.17	\$ 20.79	\$ 1.35	6.94%
ANTONIA LARA (ON LOA)	\$ 16.00	\$ 3.44	\$ 19.44	\$ 16.50	\$ 4.13	\$ 0.17	\$ 20.79	\$ 1.35	6.94%
CLARA MUNOZ	\$ 16.00	\$ 3.44	\$ 19.44	\$ 16.50	\$ 4.13	\$ 0.17	\$ 20.79	\$ 1.35	6.94%
LARA VILLA, DANIEL	\$ 16.00	\$ 3.44	\$ 19.44	\$ 16.50	\$ 4.13	\$ 0.17	\$ 20.79	\$ 1.35	6.94%
MARGARITA R VALLES	\$ 16.50	\$ 3.55	\$ 20.05	\$ 17.00	\$ 4.25	\$ 0.17	\$ 21.42	\$ 1.37	6.35%
MARTHA ESCARCEGA	\$ 16.00	\$ 3.44	\$ 19.44	\$ 16.50	\$ 4.13	\$ 0.17	\$ 20.79	\$ 1.35	6.94%
SILVIA GUTIERREZ	\$ 16.00	\$ 3.44	\$ 19.44	\$ 16.50	\$ 4.13	\$ 0.17	\$ 20.79	\$ 1.35	6.94%
RITA PACHECO DE SAAVEDRA (ON	\$ 16.00	\$ 3.44	\$ 19.44	\$ 16.50	\$ 4.13	\$ 0.17	\$ 20.79	\$ 1.35	6.94%
MATEOS, ROBERTO	\$ 16.00	\$ 3.44	\$ 19.44	\$ 16.50	\$ 4.13	\$ 0.17	\$ 20.79	\$ 1.35	6.94%
<b>Average Wage Rate Calculation</b>	<b>\$ 16.40</b>	<b>\$ 3.46</b>	<b>\$ 19.86</b>	<b>\$ 16.90</b>	<b>\$ 4.13</b>	<b>\$ 0.17</b>	<b>\$ 21.20</b>	<b>\$ 1.30</b>	<b>6.94%</b>



Exhibit 2  
to Amendment No. 6

Faisal Algaheim  
Director of Operations  
2385 Arch-Airport Rd.  
Suite 100  
Stockton, CA 95206  
Mobile (415) 509-0577  
falgaheim@abm.com

September 26, 2023

Mr. Arnel Clegg  
City of Lodi

RE: Station Parking Structure – Guard Shack Janitorial Service

Dear Arnel,

We are pleased to submit our proposal for janitorial service for the guard shack located at Station Parking Structure, City of Lodi. Please find below our estimate for your review and approval:

- 3 times a week janitorial service
- Monthly cost \$86.95.


Scope of Work:

- Empty waste baskets and replace liners as needed.
- Sweep and mop floor.

All costs include labor, supervision, payroll-related expenses, and materials & equipment if applicable.

We appreciate your interest and consideration. Please feel free to contact us with questions at any time.

Sincerely,

  
Faisal Algaheim  
Director of Operations  
Mobile: (415) 509-0577  
[falgaheim@abm.com](mailto:falgaheim@abm.com)

[www.abm.com](http://www.abm.com)



Exhibit 2  
to Amendment No. 8

Exhibit A  
Effective January 1st, 2025

Site Name	Current Monthly Billing	CA Minimum Wage Increase January 1st, 2025	New Monthly Billing Effective January 1st, 2025	ABM BU Number
Lodi Police Department	\$7,084.93	6.83%	\$7,568.63	34320431
Library	\$3,262.81	6.83%	\$3,485.57	34320436
City Hall	\$1,551.75	6.83%	\$1,657.70	34320437
Finance Department	\$779.11	6.83%	\$832.30	34320438
Carnegie Forum	\$1,007.96	6.83%	\$1,076.77	34320439
City Hall Annex	\$742.45	6.83%	\$793.14	34320440
Parks and Recreation	\$685.42	6.83%	\$732.22	34320442
Municipal Service	\$1,893.01	6.83%	\$2,022.25	34320443
Transit Fleet shop	\$436.39	6.83%	\$466.18	34320444
White Slough	\$791.53	6.83%	\$845.57	34320445
Hutchins Street Square	\$3,144.31	6.83%	\$3,358.99	34320446
Station Parking Structure	\$217.39	6.83%	\$232.23	34320447
Station Parking Structure Guard Shack	\$86.95	6.83%	\$92.89	34320447
Surface Water Treatment	\$824.74	6.83%	\$881.04	34320448
Lodi Court #1 Staff Area	\$440.97	6.83%	\$471.07	34320602
Loid Court #1 Holding Cell, Public Lobby and Court Champ	\$1,501.55	6.83%	\$1,604.06	34320602
<b>Total Monthly Billing</b>	<b>\$24,451.25</b>		<b>\$26,120.61</b>	

Minimum Wage Increase January 1st, 2025									
Employee Name	Previous Wage Rate	Payroll Taxes	Total Loaded Current Rate	New Rate	Payroll Taxes	Other Direct Costs	Total Loaded New Rate	Increase	% of Increase
ADOLFO DE LA LUZ	\$ 17.00	\$ 3.66	\$ 20.66	\$ 17.50	\$ 4.38	\$ 0.18	\$ 22.05	\$ 1.40	6.75%
ISAMAR FIGUEROA	\$ 16.50	\$ 3.55	\$ 20.05	\$ 17.00	\$ 4.25	\$ 0.17	\$ 21.42	\$ 1.37	6.85%
ANTONIA LARA (ON LOA)	\$ 16.50	\$ 3.55	\$ 20.05	\$ 17.00	\$ 4.25	\$ 0.17	\$ 21.42	\$ 1.37	6.85%
CLARA MUNOZ	\$ 16.50	\$ 3.55	\$ 20.05	\$ 17.00	\$ 4.25	\$ 0.17	\$ 21.42	\$ 1.37	6.85%
LARA VILLA, DANIEL	\$ 16.50	\$ 3.55	\$ 20.05	\$ 17.00	\$ 4.25	\$ 0.17	\$ 21.42	\$ 1.37	6.85%
MARGARITA R VALLES	\$ 17.00	\$ 3.66	\$ 20.66	\$ 17.50	\$ 4.38	\$ 0.18	\$ 22.05	\$ 1.40	6.75%
MARTHA ESCARCEGA	\$ 16.50	\$ 3.55	\$ 20.05	\$ 17.00	\$ 4.25	\$ 0.17	\$ 21.42	\$ 1.37	6.85%
SILVIA GUTIERREZ	\$ 16.50	\$ 3.55	\$ 20.05	\$ 17.00	\$ 4.25	\$ 0.17	\$ 21.42	\$ 1.37	6.85%
RITA PACHECO DE SAAVEDRA (ON	\$ 16.50	\$ 3.55	\$ 20.05	\$ 17.00	\$ 4.25	\$ 0.17	\$ 21.42	\$ 1.37	6.85%
MATEOS, ROBERTO	\$ 16.50	\$ 3.55	\$ 20.05	\$ 17.00	\$ 4.25	\$ 0.17	\$ 21.42	\$ 1.37	6.85%
<b>Average Wage Rate Calculation</b>	<b>\$ 16.50</b>	<b>\$ 3.57</b>	<b>\$ 20.17</b>	<b>\$ 17.10</b>	<b>\$ 4.28</b>	<b>\$ 0.17</b>	<b>\$ 21.55</b>	<b>\$ 1.33</b>	<b>6.83%</b>



RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER  
TO EXECUTE AMENDMENT NO. 9 TO PROFESSIONAL SERVICES  
AGREEMENT WITH ABM INDUSTRY GROUPS LLC OF SAN FRANCISCO, FOR  
JANITORIAL SERVICES

=====

WHEREAS, on June 5, 2019, Council awarded the contract for Citywide Janitorial Services to ABM Industry Groups, LLC., of San Francisco, in the amount of \$424,094; and

WHEREAS, Amendment No. 1 was executed on March 1, 2021 and adjusted the fees in accordance with the minimum wage increase, extended the term one additional year (through June 30, 2022), and added funds in the amount of \$250,000 to cover the additional year of service, bringing the total Contract amount to \$674,094; and

WHEREAS, Amendment No. 2 was executed on February 3, 2022, which added \$75,000 to the contract to cover the enhanced COVID-19 cleaning services and a monthly increase for the January 1, 2022 minimum wage increase; and

WHEREAS, Amendment No. 3 was executed on May 17, 2022 and extended the term one additional year (through June 30, 2023) and added funds in the amount of \$300,000 to cover the extended term. This amendment brought the total contract amount to \$1,049,094; and

WHEREAS, Amendment No. 4 was executed on February 23, 2023 to increase the monthly service costs due to the minimum wage increase that became effective January 1, 2023; and

WHEREAS, Amendment No. 5 was executed on June 14, 2023 and extended the contract term through June 30, 2024, adjusted the fee schedule for the January 1, 2024 minimum wage increase, and added funds in the amount of \$275,000 to cover the extended term, bringing the total Contract amount to \$1,324,094; and

WHEREAS, Amendment No. 6 was executed on October 25, 2023 and amended the Contract Service Fee Schedule to include janitorial services at the Lodi Station Parking Structure Guard Shack; and

WHEREAS, Amendment No. 7 was executed on May 6, 2024 and extended the term for one additional year to June 30, 2025 and added funds in the amount of \$150,000 to cover the extended term, bringing the total contract amount to \$1,474,094; and

WHEREAS, Amendment No. 8 was executed on January 16, 2025 to increase the monthly service costs due to the minimum wage increase that became effective January 1, 2025; and

WHEREAS, if approved, Amendment No. 9 will increase the contract funds by an amount not to exceed \$75,000, for a total not-to-exceed amount of \$1,549,094.

WHEREAS, staff recommends authorizing the City Manager to execute Amendment No. 9 to Professional Services Agreement with ABM Industry Groups LLC of San Francisco, for Janitorial Services in an amount not-to-exceed \$75,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 9 to Professional Services Agreement with ABM Industry Groups LLC of San Francisco, for Janitorial Services in an amount not-to-exceed \$75,000; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: May 21, 2025

=====

I hereby certify that Resolution No. 2025-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 21, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED  
City Clerk

2025-\_\_\_\_\_



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## COUNCIL COMMUNICATION

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**AGENDA TITLE:**

Adopt a Resolution Authorizing City Manager to Execute Amendment No. 3 with Clean Energy, of Newport Beach, for Monthly and Preventative Maintenance and Repairs of Compressed Natural Gas Fueling Station (\$175,000) (PW)

**MEETING DATE:**

May 21, 2025

**PREPARED BY:**

Public Works Director

---

**RECOMMENDED ACTION:**

Adopt Resolution Authorizing City Manager to Execute Amendment No. 3 with Clean Energy, of Newport Beach, for Monthly and Preventative Maintenance and Repairs of Compressed Natural Gas Fueling Station in the amount of \$175,000.

**BACKGROUND INFORMATION:**

Since 2015, the City has contracted with Clean Energy to perform monthly inspections and maintenance on the compressed natural gas (CNG) fueling station. The contract for the monthly inspections and maintenance includes labor and materials needed to perform maintenance, such as compressor oil, filters, and dryer elements. Also included in the contract is a provision for on-call repairs.

The CNG fueling station is heavily used and is critical to operations of the City's transit vehicles. The agreement for monthly maintenance of the CNG fueling station ensures that the system is operating properly. The contractor performs monthly on-site inspections of the fueling station and performs routine maintenance that may be required at the time. Any major or emergency repairs will be charged at the quoted hourly rate, parts and materials cost, plus mark-up.

The City of Lodi's Compressed Natural Gas (CNG) fueling station was originally constructed in 2002, and it has two compressors. One is currently inoperable, and the second compressor has a significant number of run hours and is increasingly needing repairs, for which it is very difficult to procure parts.

By separate project, the City seeks to upgrade the existing system to establish a reliable fueling source for the City's CNG transit fleet. The future CNG Upgrade Project consists of replacing aging, end-of-life components of the CNG station by upgrading the compressors, CNG fast fill dispenser, and associated valve and communication panels.

Due to the constant repairs, the City is requesting additional funding to address necessary repairs until the new project is complete. Amendment No. 3, if approved, will add \$175,000 to the contract that will be used to fund necessary repairs and maintenance and extend the contract term through September 30, 2026. The CNG Upgrade Project mentioned above is expected to be completed prior to this date.

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## COUNCIL COMMUNICATION

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Staff recommends adopting a resolution authorizing the City Manager to Execute Amendment No. 3 with Clean Energy, of Newport Beach, for Monthly and Preventative Maintenance and Repairs of Compressed Natural Gas Fueling Station in the amount of \$175,000.

**STRATEGIC VISION:**

8A\ Public Well-Being.

**FISCAL IMPACT:**

Routine monthly maintenance will reduce long term repair costs and improve reliability of the CNG system.

**FUNDING AVAILABLE:**

Funding for this project is budgeted in Fiscal Year 2025/26 Fleet Services Operating account (6505000)

AMENDMENT NO. 3

CLEAN ENERGY  
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 3"), is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CLEAN ENERGY, a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for monthly inspections, preventative maintenance and repairs of Compressed Natural Gas Facility on January 24, 2022, Amendment No. 1 on November 13, 2023, and Amendment No. 2 on September 30, 2024 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY now requests to add funds in the amount of \$175,000, for a total Agreement amount not-to-exceed \$350,000 consistent with the fee schedule set forth and attached as Exhibit 2 and incorporated herein; and
3. WHEREAS, CITY has advised CONTRACTOR of its desire to extend the terms of the Agreement through September 30, 2026; and
4. WHEREAS, CONTRACTOR agrees to said extension and amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 3 on the date and year first above written.

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

CLEAN ENERGY, a California corporation

\_\_\_\_\_  
CHRISTINA JAROMAY  
Acting City Manager

\_\_\_\_\_  
PETER OAKMAN  
Account Manager, Transit

Attest:

\_\_\_\_\_  
OLIVIA NASHED, City Clerk

Approved as to Form:

\_\_\_\_\_  
KATIE O. LUCCHESI, City Attorney

 For Katie O. Lucchesi

# EXHIBIT 1 to Amendment No.3

## AMENDMENT NO. 2

### CLEAN ENERGY AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 2"), is made and entered this 30<sup>th</sup> day of September, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and, CLEAN ENERGY, a California Corporation (hereinafter called "CONTRACTOR").

#### WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an AGREEMENT FOR PROFESSIONAL SERVICES on January 24, 2022 and Amendment No. 1 on November 13, 2023 (Collectively the "Agreement") as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CONTRACTOR requests to amend the fees to include a CPI increase of 3.24% beginning October 1, 2024, as set forth in Exhibit 2, attached hereto and made a part of; and
3. WHEREAS, CITY requests to extend the term of the Agreement to September 30, 2025; and
4. WHEREAS, CONTRACTOR agrees to said amendments.

NOW, THEREFORE, the parties agree to extend the term of the Agreement to September 30, 2025 and to amend the fees to include a CPI increase of 3.24% beginning October 1, 2024, as set forth in Exhibit 2, attached hereto and made a part of this Amendment No. 2 by this reference. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.


CITY OF LODI, a municipal corporation

By:


  
SCOTT R. CARNEY  
City Manager

CLEAN ENERGY, a California corporation


By:

  
CHAD LINDHOLM  
Senior Vice President, Sales

Attest:

  
OLIVIA NASHED  
City Clerk

Approved as to Form:

  
KATIE O. LUCCHESI  
City Attorney

AMENDMENT NO. 1

CLEAN ENERGY  
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 13<sup>th</sup> day of November 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), CLEAN ENERGY, a California Corporation (hereinafter called "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into the Professional Services Agreement on January 24, 2022 ("Agreement") as set forth in Exhibit 1, attached hereto and made part of ; and
2. WHEREAS, CONTRACTOR requests to amend the Scope of Services to include a CPI increase of 6.203% beginning October 1, 2023, as set forth in Exhibit 2, attached hereto and made a part of; and
3. WHEREAS, CITY requested to extend the term of the Agreement to September 30, 2024; and
4. WHEREAS, CONTRACTOR agrees to said amendments; and

NOW, THEREFORE, the parties agree to extend the term of the Agreement to September 30, 2024 and to amend the Scope of Services to include a CPI increase of 6.203% beginning October 1, 2023, as set forth in Exhibit 2, attached hereto and made a part of this Amendment No. 1 by this reference. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation  
Herein above called "CITY"

By: Andrew C. Keys  
ANDREW KEYS  
Interim City Manager

CLEAN ENERGY, a California corporation  
Hereinabove called "CONTRACTOR"

By: Chad Lindholm  
CHAD LINDHOLM  
Vice President, Sales Senior Vice President, Sales

Attest:

Olivia Nashed  
OLIVIA NASHED  
City Clerk

Approved as to Form:

Katie O. Lucchesi  
KATIE O. LUCCHESI  
City Attorney



## **AGREEMENT FOR PROFESSIONAL SERVICES**

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

#### **Section 1.1 Parties**

THIS AGREEMENT is entered into on January 24, 2022, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and CLEAN ENERGY, a California corporation (hereinafter "CONTRACTOR").

#### **Section 1.2 Purpose**

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

CITY wishes to enter into an agreement with CONTRACTOR for monthly inspections and preventative maintenance and repairs of Compressed Natural Gas Facility (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

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

#### **Section 2.1 Scope of Services**

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

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

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

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

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

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

If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, interruptions in utility services, the cessation of providing necessary products or services to CONTRACTOR by any supplier to CONTRACTOR, labor disputes, catastrophic equipment failures due to extraordinary events beyond the control of CONTRACTOR, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include, and a party shall not be excused from, any payment obligations hereunder.

### **Section 2.3 Meetings**

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

### **Section 2.4 Staffing**

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

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall

indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

**Section 2.5 Subcontracts**

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

**Section 2.6 Term**

The term of this Agreement commences on October 1, 2021 and terminates upon the completion of the Scope of Services or on September 30, 2023, whichever occurs first.

**Section 2.7 Option to Extend Term of Agreement**

At its option, City may extend the terms of this Agreement for an additional three (3) one (1)-year extensions; provided, City gives Contractor no less than thirty (30) days written notice of its Intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this Agreement continue and remain in full force and effect.

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

**ARTICLE3  
COMPENSATION**

**Section 3.1 Compensation**

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

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

All prices are exclusive of federal, state and local sales, use taxes and fees assessed by governmental agencies that are based, measures or determined by reference to the selling price, gallons, or gas sold or used in connection with this agreement. In addition, with respect to construction this includes sales tax that are assessed based on CONTRACTOR's or its subcontractor's costs. These taxes are the responsibility of CITY and are in addition to the price unless an applicable exemption certificate is provided.

**Section 3.2 Prevailing Wage**

The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division

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

### **Section 3.3 Method of Payment**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CITY shall pay such invoices within 30 days of receipt. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

### **Section 3.4 Costs**

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

### **Section 3.5 (AB 626) Public Contract Code Section 9204 - Public Works Project Contract Dispute Resolution Procedure**

Section 9204 of the California Public Contract Code (the "Code") provides a claim resolution process for "Public Works Project" contracts, as defined, which is hereby incorporated by this reference, and summarized in the following:

#### **Definitions:**

"Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a Public Works Project.

(8) Payment of money or damages arising from work done by, or on behalf of, a contractor pursuant to a contract for a Public Works Project and payment for which is not otherwise expressly provided or to which a claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

"Public Works Project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

#### **Claim Resolution Process:**

(1) All Claims must be properly submitted pursuant to the Code and include

reasonable documentation supporting the Claim. Upon receipt of a Claim, the City will conduct a reasonable review, and within a period not to exceed 45 days, will provide the claimant a written statement identifying the disputed and undisputed portions of the Claim. The City and contractor may, by mutual agreement, extend the time periods in which to review and respond to a Claim. If the City fails to issue a written statement, paragraph (3) applies.

Any payment due on a portion of the Claim deemed not in dispute by the City will be processed and made within 60 days after the City issues its written statement.

(2) If the claimant disputes the City's response, or if the City fails to respond to a Claim within the time prescribed in the Code, the claimant may demand in writing, by registered mail or certified mail, return receipt requested, an informal conference to meet and confer for settlement of the issues in dispute, which will be conducted within 30 days of receipt.

If the Claim or any portion thereof remains in dispute after the meet and confer conference, the City will provide the claimant a written statement, within 10 business days, identifying the remaining disputed and undisputed portions of the Claim. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, as set forth in the Code, unless mutually waived and agreed, in writing, to proceed directly to a civil action or binding arbitration, as applicable.

(3) A Claim that is not responded to within the time requirements set forth in the Code is deemed rejected in its entirety. A Claim that is denied by reason of such failure does not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by the Code will bear interest at 7 percent per annum.

(5) Subcontractors or lower tier subcontractors that lack legal standing or privity of contract to assert a Claim directly against the City, may request in writing, on their behalf or the behalf of a lower tier subcontractor, that the contractor present a Claim to the City for work performed by the subcontractor or lower tier subcontractor. The request shall be accompanied by reasonable documentation to support the Claim. Within 45 days of receipt of such written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the Claim to the City and, if the original contractor did not present the Claim, provide the subcontractor with a

statement of the reasons for not having done so.

The Claim resolution procedures and timelines set forth in the Code are in addition to any other change order, claim, and dispute resolution procedures and requirements set forth in the City contract documents, to the extent that they are not in conflict with the timeframes and procedures of the Code.

#### **Section 3.6 Auditing**

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

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement.

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

### **ARTICLE 4 MISCELLANEOUS PROVISIONS**

#### **Section 4.1 Nondiscrimination**

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

#### **Section 4.2 ADA Compliance**

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

#### **Section 4.3 Indemnification and Responsibility for Damage**

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees and costs), arising out of performance of the services to be

performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence, sole negligence, or sole willful misconduct of the City of Lodi, its elected and appointed officials, directors, officers, employees and volunteers. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, CONTRACTOR shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs. The defense and indemnification obligations required by this Agreement are undertaken in addition to, and shall not in any way be limited by the insurance obligations set forth herein.

Neither party shall have any liability to the other party for special, consequential, or incidental damages, except however in connection with a claim made against either party by a third party, provided that such claim arises out of or results from any claim within the scope of the indemnity obligations of Contractor or City, as applicable, under this Agreement.

**Section 4.4 No Personal Liability**

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

**Section 4.5 Responsibility of CITY**

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

**Section 4.6 Insurance Requirements for CONTRACTOR**

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

**Section 4.7 Successors and Assigns**

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



#### **Section 4.8 Notices**

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

To CITY:                      City of Lodi  
                                     221 West Pine Street  
                                     P.O. Box 3006  
                                     Lodi, CA 95241-1910  
                                     Attn: Randy Rigato

To CONTRACTOR: Clean Energy  
                                 4675 Mac Arthur Court, Ste. 800  
                                 Newport Beach, CA 92660  
                                 Attn: Chad Lindholm  
                                 With a copy to: Associate General Counsel

#### **Section 4.9 Cooperation of CITY**

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

#### **Section 4.10 CONTRACTOR is Not an Employee of CITY**

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

#### **Section 4.11 Termination**

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

**Section 4.12 Confidentiality**

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

**Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees**

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

**Section 4.14 City Business License Requirement**

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

**Section 4.15 Captions**

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

**Section 4.16 Integration and Modification**

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

**Section 4.17 Contract Terms Prevail**

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

**Section 4.18 Severability**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**Section 4.19 Ownership of Documents**

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

**Section 4.20 Authority**

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

**Section 4.21 Federal Transit Funding Conditions**

Federal Transit Funding conditions do not apply to this Agreement.

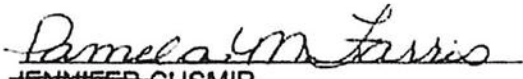
**Section 4.22 Counterparts and Electronic Signatures**

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

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

**ATTEST:**



**CITY OF LODI, a municipal corporation**

  
JENNIFER GUSMIR  
City Clerk - *Danella M. Farris*  
Assistant City Clerk

  
STEPHEN SCHWABAUER  
City Manager

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

**CLEAN ENERGY, a California corporation**

By:   


By:   
Name: CHAD LINDHOLM  
Title: Vice President

**Attachments:**  
**Exhibit A - Scope of Services**  
**Exhibit B - Fee Proposal**  
**Exhibit C - Insurance Requirements**

**Funding Source:** 65055000.72499  
(Business Unit & Account No.)

Doc ID: \\pwadc02\msc\$\GROUP\ADMIN\Council\2021109152021\Clean Energy\PSA\_Clean Energy\_1.doc

CA:Rev.07.2021.elecsgn

## SCOPE OF SERVICES

### 1) Scope

The work shall include (a) monthly inspections (one per month) and (b) servicing of compressors, motors, instrumentation, piping/valves, pressure vessels, safety equipment, time-fill and fast-fill systems and dispensers, and ancillary equipment as identified during the monthly inspections and quoted separately. The inspection schedule shall be established to meet the Original Equipment Manufacturer's recommended inspection requirements and intervals; at minimum, inspections shall be monthly. All labor for conducting monthly inspections shall be included in the CNG Inspections Monthly Fee set forth in Contractor's fee proposal in Exhibit B (the "Fee Proposal"). All pricing for providing parts, performing repairs and maintenance shall be according to the Labor Rate and Overtime Rate (collectively, the "Call-Out Rates") and Parts and materials plus markup rate (the "Parts Rate") where applicable, as set forth in the Fee Proposal.

Only "Extra Work" that is authorized by the City of Lodi in writing prior to the start of said work will be allowed.

### 2) Tools and Equipment

The Contractor shall provide all necessary equipment needed to properly and efficiently diagnose problems and make repairs in the field including specialty tools and equipment when and where necessary.

### 3) Monthly CNG Inspections

The contractor shall perform an on-site inspection of the CNG system at least once per month as noted in the Monthly CNG Inspections Checklist of this Exhibit A to ensure that the system is operating properly. The cost of labor, equipment and consumables necessary to perform these inspections at the intervals recommended by the manufacturer or mandated by local State or Federal regulations, shall be included in the contractor's CNG Inspections Monthly Fee. Site inspections shall be documented on a standard inspection form approved by the City. If, at the time of inspection, repairs are required, they shall be quoted pursuant to the Call-Out Rates and the Parts Rate set forth in the Fee Proposal and performed only after the Contractor receives written approval from the City of Lodi.

### 4) Repairs and Maintenance

The cost of labor, equipment and consumables necessary to perform repairs and maintenance, at intervals recommended by the manufacturer or mandated by local, State or Federal regulations, shall be charged at the Call-Out Rates and Parts Rate set forth in the Fee Proposal. Prior to performing such work, Contractor shall provide a quote to City, and Contractor shall not commence such work until Contractor's receipt of written approval from City of Lodi authorizing such work. If replacement parts are available contractor shall utilize these parts first in accordance with paragraph 6 of this Scope of Services.

### 5) Emergency Repairs

In case of a system failure or malfunction, the Contractor shall provide a 24-hour phone or pager number and shall respond to any call-out within 60-minutes by phone and followed by an arrival on-site within 24-hours when deemed necessary by the City.  
Work required to effect emergency repairs shall be billed on a time and expenses basis in accordance with the Call-Out Rates and the Parts Rate set forth in the Fee Proposal.

**6) Replacement Parts**

The City of Lodi maintains a minimal quantity of spare parts for the CNG system on-hand. The contractor shall manage and control this inventory of spare parts and make recommendations for the procurement of replacement parts when needed (replacement parts will be purchased directly by the City or by the contractor based on the Parts Rate as established in the Fee Proposal). Should the Contractor determine that parts are needed that have not been supplied by the City in advance, the Contractor shall provide a list of materials needed to the City, in writing.

**7) Documentation Requirements**

The contractor shall document and record each system inspection, maintenance event and system repair performed over the life of the project in a form approved by the City. For each station site visit, documentation shall include – at a minimum – the date, time spent, description of work performed and readings or measurements taken, and any abnormal conditions observed. A copy of this documentation shall be remitted with the contractors invoice covering the work performed, and retained by the contractor as a record.

**8) Existing Facilities**

The Contractor will be held responsible for damage to existing facilities, structures, obstructions and all underground facilities that is caused by Contractor.

The City of Lodi shall be immediately notified of any damage that is caused by the operations of the Contractor to any facility, utility or structure. At the City of Lodi's discretion, repairs shall be made by the Contractor at the owning utility's direction or by the utility, all to the satisfaction of the City Representative.

All removed material, unless otherwise specified, shall become the property of the Contractor and shall be disposed of legally, properly, and quickly.

All materials to be salvaged shall be delivered to the Municipal Service Center, 1331 S. Ham Lane, Lodi, California, during the hours of 8:00 a.m. to noon or 1:00 p.m. to 3:00 p.m. Payment for removed materials and delivering salvaged materials shall be in accordance with the Call-Out Rates and Parts Rate as set forth in the Fee Proposal.

**10) CNG Fueling Station Equipment**

The Contractor shall notify the City's Representative, or his designee, 24-hours in advance of any planned or scheduled interruption in CNG Fueling Station service necessitated by the Contractor's operations. The Contractor shall be responsible to notify the City's Fleet

Services Shop of turn-offs or turn-ons. The Contractor shall not make said interruptions in service without the prior approval of said City representative. A City representative shall be present at all turn-offs or turn-ons unless otherwise indicated by the City Engineer.

All CNG Fueling Station equipment shall be maintained in accordance with the manufacturer's recommendations. When a major CNG Fueling system component and/or auxiliary equipment becomes obsolete or deteriorated to the point of being beyond reasonable or cost effective repairs, Contractor shall report such conditions to the City's Representative, in writing. Contractor shall prepare estimates showing the cost breakdown of labor for replacement of such fueling system components and/or auxiliary equipment, and submit this information to said City representative. Equipment, if ordered or authorized by the City's Representative or his designee, will be paid for as extra work at the Call-Out Rates and Parts Rate set forth in the Fee Proposal.

#### 11) Warranty Service

With respect to preexisting equipment, the City will provide the Contractor with a list of materials under warranty. Should any CNG Fueling Station component fail that is under warranty, the Contractor shall provide the City with a written list of failed equipment. The City will contact the manufacturers to schedule equipment replacement.

With respect to services performed by Contractor pursuant to this Agreement, for a period of one (1) month from the date of performance of such services (the "Warranty Period"), Contractor warrants to City that the services shall be free from defects in workmanship (the "Warranty").

If City gives Contractor prompt written notice of breach of this Warranty during the Warranty Period, Contractor shall, at its sole option and as City's sole remedy, either re-perform the service (City to provide Contractor with unencumbered access to the Property and equipment) or refund the purchase price therefor. City shall bear the costs of access for Contractor's remedial Warranty efforts (including removal and replacement of systems, structures or other parts of City's facility), de-installation, re-installation and transportation of the parts to Contractor and back to City. If Contractor determines that any claimed breach is not, in fact, covered by this Warranty, City shall pay Contractor its then customary charges for any re-performance completed by Contractor, or, in the event Contractor refunded City the purchase price, City shall return the purchase price to Contractor. Contractor's warranty is conditioned on City (a) operating and maintaining the applicable work in accordance with Contractor's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Contractor. Contractor's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Contractor). Warranty repair or replacement shall not extend or renew the applicable Warranty Period.

With respect to equipment, part(s) or material(s) provided by Contractor to City pursuant to this Agreement, Contractor hereby assigns to City, to the extent assignable, any warranties made to Contractor by the applicable manufacturer or supplier, and Contractor shall have no other liability to City related to the supplied equipment, part or material under warranty, tort or any other legal theory.

THE WARRANTIES SET FORTH IN THIS SECTION ARE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES. CONTRACTOR MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR



IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THE AGREEMENT.

**12) Meetings**

The Contractor's representative performing inspections and preventative maintenance work shall be available to meet, when deemed necessary, with the City's Representative or his designee at a mutually agreed upon time and place to review maintenance and all other activities.

**13) Compensation for Monthly CNG Inspections**

In consideration of the Contractor's provision of the inspection services described below in the table Monthly CNG Inspections Checklist, the City shall pay said Contractor the CNG Inspections Monthly Fee set forth in the Fee Proposal.

**14) Compensation for Extra Work**

The City agrees to pay the Contractor the full amount of all extra work based on the Call-Out Rates and Parts Rate set forth in the Fee Proposal. This includes ALL WORK outside of the monthly inspection schedule. This includes any corrective repairs and minor or major preventative maintenance. It is anticipated that the Contractor owns all equipment necessary to perform the work and therefore NO additional payment will be made for equipment rental unless approved by City of Lodi through written authorization.

The Contractor shall contact the City's Representative to obtain prior approval before work is scheduled or performed under this provision. Upon City request the Contractor shall provide to the City verified invoiced charges with time cards and certified payroll records.

**15) Intentionally Deleted.**

**16) Design Conditions**

This CNG fueling station has been designed with the following pressure and temperature parameters:

Operating Pressure:	3600 psig
Design Pressure:	4500 psig
Design Temperature:	20°F to 110°F
Pneumatic Test Pressure:	4950 psig (for CNG piping)
Materials:	All Piping and tubing shall be seamless

**17) Samples of Equipment to be maintained**

Greenfield Compressor

Compressor Type: C4U117 Station Serial Number: NGV-0276

Prime Mover: 125 HP Electric Motor

Compressor Block Serial Number: 700503

Request for Quotes  
Monthly Inspection and Preventative Maintenance Services  
of Compressed Natural Gas Station

**EXHIBIT A**

**Sulzer Compressor**

CompressorType: C4U 117.1 GP    Serial Number: 54184  
Prime Mover: 125 HP Electric Motor    Serial Number: 1LA04444SP41

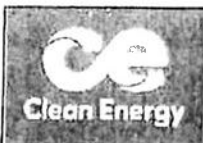
**Xebec Dryers (2)**

Model Number STCNG24ZIV    Serial Number 3925-6  
Model Number STR24NGX-2S-150A480    Serial Number 30066

**Kraus Dispenser**

Model Number. DAM-3CHG                      Serial Number: Q-706

*Contact Randy Rigato at Fleet Services, (209) 269-4923, for equipment inquiries.*



## Monthly CNG Inspections Checklist

<b>CNG Compressor:</b>
Check the service log sheet and maintenance records for outstanding items.
Check/record compressor inlet pressure.
Check/record inter-stage pressures and temperatures as compressor approaches final discharge pressure set point. Compare with design.
Check/record oil pressure.
Visually inspect compressor hoses, tubing, piping, and valves for leaks and abnormalities.
Visually inspect gas panels for leaks and abnormalities.
Listen for any abnormal sounds such as banging or hissing, to indicate problem areas.
Check priority panel for proper functioning.
Check oil levels on compressor
Check and record shut down or warning history.
Visually check all belts for signs of excessive wear
Drain inter-stage scrubbers and all filters.
Drain recovery tank sump and vent header
Snoop test piping/tubing/hoses for gas leaks.
Verify inlet control valve operation.
Check the service log sheet.
Visually inspect hoses, nozzles and 3-way valves for leaks, damage, and abnormalities.
Visually inspect tubing, piping and valves for leaks and abnormalities.
Drain inlet filters.
Check scrubbers.
Check valve sequencing.
Visually inspect all pressure relief devices for signs of failure or leakage.
Verify ESD control function.
<b>CNG Dispenser:</b>
Check the service log sheet.
Visually inspect hoses, nozzles and 3way valves for leaks, damage, and abnormalities.
Visually inspect tubing, piping and valves for leaks and abnormalities.
Drain filters.
Check valve sequencing.
Visually inspect all pressure relief devices for signs of failure or leakage.
Snoop test piping/tubing/hoses for gas leaks.
Verify ESD control function.
Clean magnetic strip reader on POS system.
Verify ESD control function.
Verify POS receipt display matches dispenser display

<b><i>CNG Gas Dryer/Storage:</i></b>
Check the service log sheet.
Check/record dryer inlet pressure.
Check and drain condensates from ground storage. Record any abnormalities.
Check SRV, service date, signs of leakage.
Listen for any abnormal sounds such as banging or hissing, to indicate problem areas.
<b><i>CNG General Site:</i></b>
Check site signage for proper labeling and condition
Check and report on general site condition and note any needed future maintenance.

Activities not included in the Monthly CNG Inspections list above shall be charged at the hourly labor rate. All parts and materials shall be charged at cost plus the markup noted in this contract. Lubrication oil to be provided by City of Lodi.



**MEMORANDUM, City of Lodi, Public Works Department**

**EXHIBIT B**

**To:** Prospective Bidder  
**From:** Fleet Superintendent  
**Date:** August 06, 2021  
**Subject:** Quote for Monthly Inspection and Preventative Maintenance Services of Compressed Natural Gas Station.(See Exhibit A/C)

Please fill in the blanks below and include or update any additional costs in your quote **to obtain these 5 items below** as they will be required **once** the Successful Quote is awarded and before any work can begin:

Company Name: Clean Energy Date: August 18, 2021

Address: 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660

Contact Phone No.: (949) 437-1272

Contractor's License No.: 848450

CNG Inspections Monthly Fee: \$2,695

Labor Rate: \$160/hour

Overtime Rate: \$240/hour

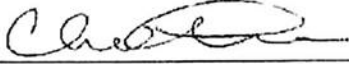
Parts and materials plus 30 % markup

Truck charge: N/A

Call out minimum: N/A (hours)

Other: N/A (be specific)

1. Insurance requirements per the attached exhibit.
2. Workers' compensation insurance coverage.
3. City of Lodi business license.
4. W-9 form per current IRS requirements.

Company' Signature: 

Print Name: Chad M. Lindholm

Title: Vice President

**If you have any questions please contact me.**

Randy Rigato  
Fleet Superintendent  
209.269.4923  
209.365.6510 fax  
rrigato@lodi.gov

RR/CA

NTE \$175,000

8/12/2021



## MEMORANDUM, City of Lodi, Public Works Department

**To:** Prospective Bidder  
**From:** Fleet Superintendent  
**Date:** September 11, 2023  
**Subject:** Quote for Monthly Inspection and Preventative Maintenance Services of Compressed Natural Gas Station (See Exhibit A/C)

Please complete the information below and include any additional costs in your quote to **obtain these 5 items below** as they will be required **once** the successful quote is awarded and before any work can begin:

Company Name: Clean Energy Date: September 11, 2023

Address: 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660

Contact phone no.: (949) 437-1272

Contractor's license no.: 848450

CNG Inspections Monthly Fee: \$2,862.16

Labor Rate: \$ 169.92

Overtime Rate: \$254.89

Parts and materials plus: 30% % markup

Truck charge: N/A

Call out minimum: N/A (hours)

Other: N/A (be specific)

These rates represent an increase in CPI of 6.203%

1. Insurance requirements per the Exhibit C, attached to the original Agreement
2. Workers' compensation insurance coverage
3. City of Lodi business license
4. W-9 form per current IRS requirements

Company's Signature: \_\_\_\_\_

Printed Name: Chad M. Lindholm

Title: Vice President

**If you have any questions please contact me.**

Matt Sinclair  
Fleet Superintendent  
209.269.4923  
[msinclair@lodi.gov](mailto:msinclair@lodi.gov)



**MEMORANDUM, City of Lodi, Public Works Department**

**To:** Prospective Bidder  
**From:** Fleet Superintendent  
**Date:** July 22, 2024  
**Subject:** Quote for Monthly Inspection and Preventative Maintenance Services of Compressed Natural Gas Station (See Exhibit A/C)

Please complete the information below and include any additional costs in your quote **to obtain these 5 items below** as they will be required **once** the successful quote is awarded and before any work can begin:

Company Name: Clean Energy Date: July 22<sup>nd</sup> 2024

Address: 4675 MacArthur Court, Suite 800, Newport Beach, CA 92660

Contact phone no.: (949) 437-1472

Contractor's license no.: 848450

CNG Inspections Monthly Fee: \$2,954.82

Labor Rate: \$ 175.42

Overtime Rate: \$263.14

} These rates represent an increase in CPI of 3.24%

Parts and materials plus: 30% % markup

Truck charge: N/A

Call out minimum: N/A (hours)

Other: N/A (be specific)

**1. Insurance requirements per the Exhibit C, attached to the original Agreement**

**2. Workers' compensation insurance coverage**

**3. City of Lodi business license**

**4. W-9 form per current IRS requirements**

Company's Signature: 

Printed Name: Chad M. Lindholm

Title: Senior Vice President

**If you have any questions please contact me.**

Matt Sinclair  
Fleet Superintendent  
209.269.4923  
[msinclair@lodi.gov](mailto:msinclair@lodi.gov)



## EXHIBIT 2 to Amendment No.3

Matt,

Let's proceed at our current rates for an 18 month agreement.

Monthly Inspection Fee: \$2,955. Hourly Rates: M-F \$175.42. Sa-Su \$263.14.
Parts: Cost + 30%

Call me when you are free and we can discuss.

**Peter Oakman**

Account Manager, Transit

Office: 949.437.1472 • Mobile 949.429.9442

Email: [peter.oakman@cleanenergyfuels.com](mailto:peter.oakman@cleanenergyfuels.com)

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING CITY MANAGER  
TO EXECUTE AMENDMENT NO. 3 WITH CLEAN ENERGY, OF NEWPORT  
BEACH, FOR MONTHLY AND PREVENTATIVE MAINTENANCE AND REPAIRS  
OF COMPRESSED NATURAL GAS FUELING STATION

=====

WHEREAS, since 2015, the City has contracted with Clean Energy to perform monthly inspections and maintenance on the compressed natural gas (CNG) fueling station as it is heavily used and is critical to operations of the City's transit vehicles; and

WHEREAS, the City of Lodi's CNG fueling station was originally constructed in 2002, and it has two compressors, one of which is currently inoperable, and the second compressor has a significant number of run hours and is increasingly needing repairs, for which it is very difficult to procure parts; and

WHEREAS, Amendment No. 3, will add \$175,000 to the contract that will be used to fund necessary repairs and maintenance and extend the contract term through September 30, 2026; and

WHEREAS, staff recommends authorizing the City Manager to execute Amendment No. 3 with Clean Energy, of Newport Beach, for Monthly and Preventative Maintenance and Repairs of Compressed Natural Gas Fueling Station in the amount of \$175,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute Amendment No. 3 with Clean Energy, of Newport Beach, for Monthly and Preventative Maintenance and Repairs of Compressed Natural Gas Fueling Station in the amount of \$175,000; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: May 21, 2025

=====

I hereby certify that Resolution No. 2025-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 21, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED  
City Clerk

2025-\_\_\_\_\_




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## COUNCIL COMMUNICATION

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**AGENDA TITLE:**

Adopt a Resolution Authorizing an Increase of City Manager's Change Order Authority by \$400,000 and Execute Contract Amendment No. 3 for 2021-2023 Tree Maintenance Contract with West Coast Arborists, Inc., of Anaheim (PW)

**MEETING DATE:**

May 21, 2025

**PREPARED BY:**

Public Works Director

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**RECOMMENDED ACTION:**

Adopt a resolution authorizing an increase of City Manager's change order authority by \$400,000 and execute Contract Amendment No. 3 for 2021-2023 Tree Maintenance with West Coast Arborists, Inc., of Anaheim to extend contract until June 30, 2026.

**BACKGROUND INFORMATION:**

The Public Works Department manages an annual on-call contract that provides for structural pruning, maintenance trimming, stump grinding, emergency calls, removal of City trees, pest control, and tree planting at various locations throughout the City. This contract is heavily utilized by both the Public Works and Parks, Recreation and Cultural Services departments.

On April 21, 2021, the Council authorized the award for the 2021-2023 Tree Maintenance Contract (Resolution 2021-97). The original contract term was for 2 years with 3 one-year extensions if mutually agreed upon by both parties. The authorization also allowed the City Manager to execute change orders up to \$80,000. Since award, Council has approved the City Manager to increase the City Manager's change order authority by \$1,790,324 over the duration of the contract. The additional change order authority was necessary due to storm event responses, contract extensions, the Council's "one time fund" project for the Lodi Lake Fire Mitigation, and additional funding corresponding with Council approved annual budget expenditures.

Amendment No. 3, if approved, extends the contract through June 30, 2026. The addition of \$400,000 to the City Manager's change order authority will provide citywide tree maintenance funding through the contract term. This brings the total contract amount to \$2,818,804.

Staff recommends authorizing the increase of the City Manager's change order authority by \$400,000 to execute contract amendments for the 2021-2023 Tree Maintenance Contract with West Coast Arborists, Inc. This increases the City Manager's total change order authority to \$2,190,324 to include this contract extension, the previous change orders, and allows additional change orders to be authorized for the remainder of the contract. The additional change order authority, if approved, will be utilized for both Public Works and Parks tree maintenance contract needs.

**STRATEGIC VISION:**

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## COUNCIL COMMUNICATION

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5E. Infrastructure: Proactive infrastructure development for Sphere of influence & growth areas.

**FISCAL IMPACT:**

Citywide tree maintenance is essential for sustaining a healthy and safe urban forest.

**FUNDING AVAILABLE:**

Funding for this work will be adopted in the Fiscal Year 2025/26 budget.

AMENDMENT NO. 3

WEST COAST ARBORISTS, INC.  
2021-2023 TREE MAINTENANCE CONTRACT

THIS AMENDMENT NO. 3 TO 2021-2023 TREE MAINTENANCE CONTRACT ("Amendment No. 3"), is made and entered this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WEST COAST ARBORISTS, INC., a California Corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into the 2021-2023 Tree Maintenance Contract on August 4, 2021, Amendment No. 1 on June 14, 2023, and Amendment No. 2 on May 15, 2024 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and
2. WHEREAS, CITY requests to extend the term of the Agreement through June 30, 2026; and
3. WHEREAS, CONTRACTOR AND CITY agree to said amendment.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 3 on the date and year first above written.

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

WEST COAST ARBORISTS, INC., a California  
Corporation  
Hereinabove called "CONTRACTOR"

\_\_\_\_\_  
CHRISTINA JAROMAY  
Acting City Manager

\_\_\_\_\_  
Name: PATRICK MAHONEY  
Title: President

Attest:

\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

Approved as to Form:

\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney



AMENDMENT NO. 2

WEST COAST ARBORISTS, INC.  
2021-2023 TREE MAINTENANCE CONTRACT

THIS AMENDMENT NO. 2 TO 2021-2023 TREE MAINTENANCE CONTRACT ("Amendment No. 2"), is made and entered this 15<sup>th</sup> day of May, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WEST COAST ARBORISTS, INC., a California Corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY, entered into the 2021-2023 Tree Maintenance Contract on August 4, 2021, and Amendment No. 1 to 2021-2023 Tree Maintenance Contract on June 14, 2023 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and
2. WHEREAS, CONTRACTOR requested to amend said Agreement to increase the unit prices, as set forth in Exhibit 2, attached hereto and made part of; and
3. WHEREAS, CITY requests to extend the term of the Agreement through June 30, 2025; and
4. WHEREAS, CONTRACTOR AND CITY agree to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 on the date and year first above written.

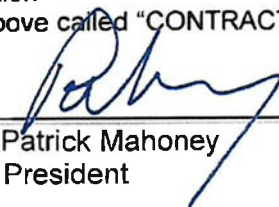
CITY OF LODI, a municipal corporation,

Hereinabove called "CITY"

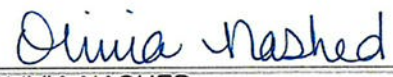
  
\_\_\_\_\_  
ANDREW C. KEYS  
Interim City Manager

WEST COAST ARBORISTS, INC., a California Corporation

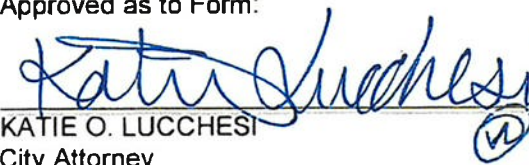
Hereinabove called "CONTRACTOR"

  
\_\_\_\_\_  
Name: Patrick Mahoney  
Title: President

Attest:

  
\_\_\_\_\_  
OLIVIA NASHED  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
KATIE O. LUCCHESI  
City Attorney

AMENDMENT NO. 1

WEST COAST ARBORISTS, INC..  
2021-2023 TREE MAINTENANCE

THIS AMENDMENT NO. 1 TO CONTRACT, is made and entered this 14<sup>th</sup> day of June, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and WEST COAST ARBORISTS, INC., a California Corporation (hereinafter "CONTRACTOR").

WITNESSETH:


1. WHEREAS, CONTRACTOR and CITY, entered into a Contract on August 4, 2021, (the "Agreement"), as set forth in Exhibit 1, attached hereto and made a part hereof; and; and
2. WHEREAS, CONTRACTOR requested to amend said Agreement to increase the unit prices by 6.3 percent (1-year Consumer Price Index adjustment), with the new prices set forth in Exhibit 2, attached hereto and made part of; and; and
3. WHEREAS, CITY requests to extend the term of the Agreement through June 30, 2024; and
4. WHEREAS, CONTRACTOR AND CITY agree to said amendments.

NOW, THEREFORE, the parties agree to amend the Agreement as set forth in above. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 on the date and year first above written.

CITY OF LODI, a municipal corporation,


Hereinabove called "CITY"

  
STEPHEN SCHWABAUER  
City Manager

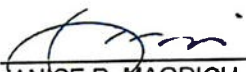

WEST COAST ARBORISTS, INC. a  
California Corporation  
Hereinabove called "CONTRACTOR"

  
Name: Patrick Mahoney  
Title: President

Attest:

  
OLIVIA NASHED, City Clerk

Approved as to Form:

  
JANICE D. MAGDICH  
City Attorney 



**2021-2023 TREE MAINTENANCE****CONTRACT****CITY OF LODI, CALIFORNIA**

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and WEST COAST ARBORISTS, INC., a California Corporation, herein referred to as the "Contractor."

**WITNESSETH:**

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

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

Notice Inviting Bids	The July 1992 Edition,
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

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

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

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

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

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

The work may include, but is not limited to, maintenance pruning (structural and clearance) and crown reductions, tree removals, stump grinding, mistletoe removal, tree pest control, palm tree pruning, and emergency call outs as specified in the bid summary. All work shall be completed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Successful bidder shall have a Certified Arborist on staff, who will supervise all tree care operations. Special projects that are difficult to access require the need for specialty equipment (i.e., crane), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental. All work shall be done as described in the Specifications for the above project.

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

#### **CONTRACT ITEMS:**

<b>Item</b>	<b>Description</b>	<b>Est Qty (2-Year)</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total</b>
1	Clearance Pruning	100	EA	\$ 94.00	\$ 9,400.00
2	Service Req. Pruning 0"-6"	600	EA	\$ 54.00	\$ 32,400.00
3	Service Req. Pruning 7"-12"	800	EA	\$ 94.00	\$ 75,200.00
4	Service Req. Pruning 13"-18"	800	EA	\$ 94.00	\$ 75,200.00
5	Service Req. Pruning 19"-24"	250	EA	\$ 224.00	\$ 56,000.00
6	Service Req. Pruning 25"-30"	250	EA	\$ 294.00	\$ 73,500.00
7	Service Req. Pruning > 30"	200	EA	\$ 394.00	\$ 78,800.00
8	Tree & Stump Removal < 6"	20	EA	\$ 341.00	\$ 2,680.00
9	Tree & Stump Removal 6"-12"	20	EA	\$ 244.00	\$ 4,800.00
10	Tree & Stump Removal 13"-18"	20	EA	\$ 754.00	\$ 15,080.00
11	Tree & Stump Removal 19"-24"	20	EA	\$ 1,100.00	\$ 22,000.00
12	Tree & Stump Removal 25"-30"	20	EA	\$ 1,600.00	\$ 32,000.00

Item	Description	Est. Qty (2-Year)	Unit	Unit Price	Total
13	Tree & Stump Removal > 30"	20	EA	\$ 1,600.00	\$ 32,000.00
14	Stump Removal < 6"	10	EA	\$ 94.00	\$ 940.00
15	Stump Removal 6"-12"	10	EA	\$ 174.00	\$ 1,740.00
16	Stump Removal 13"-18"	10	EA	\$ 294.00	\$ 2,940.00
17	Stump Removal 19"-24"	10	EA	\$ 394.00	\$ 3,940.00
18	Stump Removal 25"-30"	10	EA	\$ 474.00	\$ 4,740.00
19	Stump Removal > 30"	10	EA	\$ 574.00	\$ 5,740.00
20	Date Palm Tree Trimming	20	EA	\$ 394.00	\$ 7,880.00
21	Fan Palm Tree Trimming	20	EA	\$ 134.00	\$ 2,680.00
22	Crew Rental - 3 Man	350	HR	\$ 282.00	\$ 98,700.00
23	Emergency Crew Rental	100	HR	\$ 120.00	\$ 12,000.00
24	Tree Pest Control up to 30"	50	EA	\$ 104.00	\$ 5,200.00
25	Tree Pest Control > 30"	20	EA	\$ 104.00	\$ 2,080.00
26	Consulting Arborist Services	40	HR	\$ 144.00	\$ 5,760.00
27	Tree Planting Allowance (only with City authorization)	1	LS	\$ 10,000.00	\$ 10,000.00

**TOTAL: \$ 673,480.00**

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

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

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The length of the contract will be twenty-four (24) months, starting July 1, 2021 and ending June 30, 2023. The contract may be extended if agreed upon by the Contractor and the City.

**ARTICLE IX** - State of California Senate Bill 854 requires the following:

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**ARTICLE X** - Counterparts and Electronic Signatures

This Agreement and other documents to be delivered pursuant to this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the Internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software will have the same effect as physical delivery of the paper document bearing an original signature.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

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

CONTRACTOR:

CITY OF LODI, a municipal corporation

WEST COAST ARBORISTS, INC.

By: 

PATRICK MAHONEY, PRESIDENT

Title

By: 

STEPHEN SCHWABAUER  
City Manager

Date: August 4, 2021

Attest:

  
JENNIFER ZUSMIR  
City Clerk

(CORPORATE SEAL)

Approved As To Form:

  
JANICE D. MAGDICH  
City Attorney 

2021-2023 Tree Maintenance  
FY23/24 Contract Extension Rate Sheet  
Contractor: West Coast Arborists, Inc.

Bid Item No.	Description	Unit	Current Unit Price	FY 23/24 Unit Price	FY 23/24 Total Contract
1	Clearance Pruning	EA	\$ 94.00	\$ 99.92	\$ 4,996.10
2	Svc Rqst Pruning 0-6 DSH	EA	\$ 54.00	\$ 57.40	\$ 17,220.60
3	Svc Rqst Pruning 7-12 DSH	EA	\$ 94.00	\$ 99.92	\$ 39,968.80
4	Svc Rqst Pruning 13-18 DSH	EA	\$ 94.00	\$ 99.92	\$ 39,968.80
5	Svc Rqst Pruning 19-24 DSH	EA	\$ 224.00	\$ 238.11	\$ 29,764.00
6	Svc Rqst Pruning 25-30 DSH	EA	\$ 294.00	\$ 312.52	\$ 39,055.25
7	Svc Rqst Pruning > 30 DSH	EA	\$ 394.00	\$ 418.82	\$ 41,882.20
8	Tree & Stump Removal <6 DSH	EA	\$ 134.00	\$ 142.44	\$ 1,424.42
9	Tree & Stump Removal 6-12 DSH	EA	\$ 244.00	\$ 259.37	\$ 2,593.72
10	Tree & Stump Removal 13-18 DSH	EA	\$ 754.00	\$ 801.50	\$ 8,015.02
11	Tree & Stump Removal 19-24 DSH	EA	\$ 1,100.00	\$ 1,169.30	\$ 11,693.00
12	Tree & Stump Removal 25-30 DSH	EA	\$ 1,600.00	\$ 1,700.80	\$ 17,008.00
13	Tree & Stump Removal > 30 DSH	EA	\$ 1,600.00	\$ 1,700.80	\$ 17,008.00
14	Stump Removal <6 DSH	EA	\$ 94.00	\$ 99.92	\$ 499.61
15	Stump Removal 6-12 DSH	EA	\$ 174.00	\$ 184.96	\$ 924.81
16	Stump Removal 13-18 DSH	EA	\$ 294.00	\$ 312.52	\$ 1,562.61
17	Stump Removal 19-24 DSH	EA	\$ 394.00	\$ 418.82	\$ 2,094.11
18	Stump Removal 25-30 DSH	EA	\$ 474.00	\$ 503.86	\$ 2,519.31
19	Stump Removal > 30 DSH	EA	\$ 574.00	\$ 610.16	
20	Date Palm Tree Trimming	EA	\$ 394.00	\$ 418.82	\$ 4,188.22
21	Fan Palm Tree Trimming	EA	\$ 134.00	\$ 142.44	\$ 1,424.42
22	Crew Rental - 3 man	HR	\$ 94.00	\$ 99.92	\$ 52,459.05
23	Emergency Crew Rental	HR	\$ 120.00	\$ 127.56	\$ 6,378.00
24	Tree Pest Control up to 30 DBH	EA	\$ 104.00	\$ 110.55	\$ 2,763.80
25	Tree Pest Control > 30 DBH	EA	\$ 104.00	\$ 110.55	\$ 1,105.52
26	Consulting Arborist Services	HR	\$ 144.00	\$ 153.07	\$ 3,061.44
27	Tree Planting Allowance (only with City authorization)	LS	\$ 10,000	\$ 10,000.00	\$ 10,000.00

Exhibit 2  
to Amendment No. 2

2021-2023 Tree Maintenance  
FY24/25 Contract Extension Rate Sheet  
Contractor: West Coast Arborists, Inc.

Bid Item No.	Description	Unit	Current Unit Price	FY 24/25 Unit Price	FY 24/25 Total Contract
1	Clearance Pruning	EA	\$ 99.92	\$ 103.25	\$ 5,162.50
2	Svc Rqst Pruning 0-6 DSH	EA	\$ 57.40	\$ 59.31	\$ 17,794.20
3	Svc Rqst Pruning 7-12 DSH	EA	\$ 99.92	\$ 103.25	\$ 41,300.00
4	Svc Rqst Pruning 13-18 DSH	EA	\$ 99.92	\$ 103.25	\$ 41,300.00
5	Svc Rqst Pruning 19-24 DSH	EA	\$ 238.11	\$ 246.04	\$ 30,755.25
6	Svc Rqst Pruning 25-30 DSH	EA	\$ 312.52	\$ 322.93	\$ 40,366.13
7	Svc Rqst Pruning > 30 DSH	EA	\$ 418.82	\$ 432.77	\$ 43,276.90
8	Tree & Stump Removal <6 DSH	EA	\$ 142.44	\$ 147.19	\$ 1,471.86
9	Tree & Stump Removal 6-12 DSH	EA	\$ 259.37	\$ 268.01	\$ 2,680.10
10	Tree & Stump Removal 13-18 DSH	EA	\$ 801.50	\$ 828.19	\$ 8,281.93
11	Tree & Stump Removal 19-24 DSH	EA	\$ 1,169.30	\$ 1,208.24	\$ 12,082.38
12	Tree & Stump Removal 25-30 DSH	EA	\$ 1,700.80	\$ 1,757.44	\$ 17,574.37
13	Tree & Stump Removal > 30 DSH	EA	\$ 1,700.80	\$ 1,757.44	\$ 17,574.37
14	Stump Removal <6 DSH	EA	\$ 99.92	\$ 103.25	\$ 516.25
15	Stump Removal 6-12 DSH	EA	\$ 184.96	\$ 191.12	\$ 955.61
16	Stump Removal 13-18 DSH	EA	\$ 312.52	\$ 322.93	\$ 1,614.65
17	Stump Removal 19-24 DSH	EA	\$ 418.82	\$ 432.77	\$ 2,163.85
18	Stump Removal 25-30 DSH	EA	\$ 503.86	\$ 520.64	\$ 2,603.21
19	Stump Removal > 30 DSH	EA	\$ 610.16	\$ 630.48	\$ 3,152.41
20	Date Palm Tree Trimming	EA	\$ 418.82	\$ 432.77	\$ 4,327.69
21	Fan Palm Tree Trimming	EA	\$ 142.44	\$ 147.19	\$ 1,471.86
22	Crew Rental - 3 man	HR	\$ 99.92	\$ 103.25	\$ 54,206.25
23	Emergency Crew Rental	HR	\$ 127.56	\$ 131.81	\$ 6,590.40
24	Tree Pest Control up to 30 DBH	EA	\$ 110.55	\$ 114.23	\$ 2,855.85
25	Tree Pest Control > 30 DBH	EA	\$ 110.55	\$ 114.23	\$ 1,142.34
26	Consulting Arborist Services	HR	\$ 153.07	\$ 158.17	\$ 3,163.40
27	Tree Planting Allowance (only with City authorization)	LS	\$ 10,000	\$ 10,000.00	\$ 10,000.00

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING AN INCREASE OF CITY MANAGER'S CHANGE ORDER AUTHORITY BY \$400,000 AND EXECUTE CONTRACT AMENDMENT NO. 3 FOR 2021-2023 TREE MAINTENANCE CONTRACT WITH WEST COAST ARBORISTS, INC., OF ANAHEIM

=====

WHEREAS, The Public Works Department manages an annual on-call contract that provides for structural pruning, maintenance trimming, stump grinding, emergency calls, removal of City trees, pest control, and tree planting at various locations throughout the City and is heavily utilized by both the Public Works and Parks departments; and

WHEREAS, on April 21, 2021, the Council authorized the award for the 2021-2023 Tree Maintenance Contract which authorized the City Manager to execute change orders up to \$80,000; and

WHEREAS, since award, Council has approved the City Manager to increase the City Manager's change order authority by \$1,790,324 over the duration of the contract; and

WHEREAS, Amendment No. 3, if approved, extends the contract through June 30, 2026; and

WHEREAS, staff recommends authorizing an increase of City Manager's change order authority by \$400,000 and execute Contract Amendment No. 3 for 2021-2023 Tree Maintenance with West Coast Arborists, Inc., of Anaheim and to extend the contract until June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize an increase of City Manager's change order authority by \$400,000 and execute Contract Amendment No. 3 for 2021-2023 Tree Maintenance with West Coast Arborists, Inc., of Anaheim to extend the contract until June 30, 2026; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: May 21, 2025

=====

I hereby certify that Resolution No. 2025-\_\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 21, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –



OLIVIA NASHED  
City Clerk

2025-\_\_\_\_\_



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## COUNCIL COMMUNICATION

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**AGENDA TITLE:**

Set a Public Hearing for June 4, 2025, on Workforce Vacancies, and Recruitment and Retention Efforts in Compliance with Assembly Bill 2561 (Government Code 3205.3) (ISD - HR)

**MEETING DATE:**

May 21, 2025

**PREPARED BY:**

Nancy Ramirez, Management Analyst

---

**RECOMMENDED ACTION:**

Set a public hearing for June 4, 2025, on Workforce Vacancies and Recruitment and Retention Efforts in Compliance with Assembly Bill 2561 (Government Code 3205.3).

**BACKGROUND INFORMATION:**

Governor Newsom approved Assembly Bill No. 2561 on September 22, 2024, which went into effect on January 1, 2025. Assembly Bill 2561 aims to address persistent staffing vacancies in public agencies and introduce greater transparency in public sector staffing by mandating annual disclosures of workforce data.

The legislation requires annual reporting of vacancies and recruitment and retention efforts during a public hearing before the governing body, prior to the adoption of its annual budget. The report shall list the total number of job vacancies within the bargaining units and identify any necessary changes to policies, procedures, and recruiting activities that may lead to obstacles in the hiring process. Additionally, the labor organizations may make a presentation during the public hearing if they elect to do so.

Therefore, Staff recommends setting a public hearing on June 4, 2025, to receive the presentation on workforce vacancies, and recruitment and retention efforts in compliance with Assembly Bill 2561 (Government Code 3205.3).

**STRATEGIC VISION:**

All.

**FISCAL IMPACT:**

Not applicable.

**FUNDING AVAILABLE:**

Not applicable.




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## COUNCIL COMMUNICATION

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**AGENDA TITLE:**

Set a Public Hearing for June 18, 2025, to Consider Adopting a Resolution Approving the Draft 2025-2026 Annual Action Plan for the Community Development Block Grant Program (CD)

**MEETING DATE:**

May 21, 2025

**PREPARED BY:**

Jennifer Rhyne, Neighborhood Services Manager

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**RECOMMENDED ACTION:**

Set a public hearing for June 18, 2025 to consider adopting a resolution approving the Draft 2025-2026 Annual Action Plan for the Community Development Block Grant Program (CDBG).

**BACKGROUND INFORMATION:**

A public hearing is required as part of the federal requirements under the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program.

The 2025-2026 Annual Action Plan presents a detailed description of each activity proposed for the next CDBG program year, as well as the City's CDBG budget and goals for that year.

**Funding Allocation**

HUD has not released the amount of CDBG awards for the 2025-26 program year. The City estimates that it will receive \$600,000. The City has a guideline of allocating 40 percent of the annual CDBG award to community-based organizations (CBOs), with the remainder going to City projects. There is a 15 percent public service cap on the overall annual allocation. Should the award amount be a significant change from the estimated amount, proportional adjustments will be made to recommended program allocations.

The Draft Annual Action Plan is available for public review and comment for 30-days and will be brought back for final approval on June 18, 2025. Due to delays in the congressional operations, the submission deadline for the Annual Action Plan is tentative at this time; however, the City estimates the Annual Action Plan documents will need to be submitted to HUD no later than June 30, 2025, in order to receive funding beginning July 1, 2025.

**STRATEGIC VISION:**

8B. Public Well-Being: Partner with other entities to provide outreach, education and activities to engage diverse cultures and communities.

**FISCAL IMPACT:**

Not applicable.

**FUNDING AVAILABLE:**

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## COUNCIL COMMUNICATION

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Not applicable.



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## COUNCIL COMMUNICATION

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**AGENDA TITLE:**

Set a Public Hearing for June 18, 2025, to Conduct the Annual Review of Ordinance No. 2001, Lodi Municipal Code Chapter 2.26, and to Consider Adopting a Resolution Approving the Annual Review and Report of the Military Equipment Use Policy (PD)

**MEETING DATE:**

May 21, 2025

**PREPARED BY:**

Andrea Morales, Administrative Assistant

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**RECOMMENDED ACTION:**

Set a Public Hearing for June 18, 2025, to Conduct the Annual Review of Ordinance 2001, Lodi Municipal Code Chapter 2.26, and to Consider Adopting a Resolution Approving the Annual Review and Report of the Military Equipment Use Policy.

**BACKGROUND INFORMATION:**

On September 30, 2021, the California Legislature adopted Assembly Bill 481 ("AB 481"), which requires law enforcement agencies to submit to the governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval and annually thereafter for as long as the military equipment is available for use.

The Lodi Police Department ("LPD") is a law enforcement agency that must comply with AB 481. As defined by law, LPD currently uses military equipment in its operations and has compiled a list of military equipment used by the Department in an Annual Military Equipment Report for public review and City Council consideration. This Report should be reviewed in accordance with LMC 2.26.020(a)(1)-(4).

Pursuant to AB 481, the report must be posted to LPD's website 30 days prior to the first hearing. The report has been posted to LPD's website since May 3, 2025, at: <https://www.lodi.gov/1132/Military-Equipment-Policy>. LPD requests that the Council set a public hearing for June 18, 2025, to consider accepting the inventory report in accordance with AB 481.

**STRATEGIC VISION:**

Not applicable.

**FISCAL IMPACT:**

Not applicable.

**FUNDING AVAILABLE:**

Not applicable.



## COUNCIL COMMUNICATION

### AGENDA TITLE:

Adopt a Resolution Approving Fee Increases at Lodi Lake and Acknowledging Staff Presentation on Proposed Adjustments (PRCS)

### MEETING DATE:

May 21, 2025

### PREPARED BY:

Emerson Yellen, Deputy Director - Parks, Recreation, and Cultural Services

### RECOMMENDED ACTION:

Adopt a resolution approving fee increases at Lodi Lake and acknowledging staff presentation on proposed adjustments.

### BACKGROUND INFORMATION:

On September 4, 2019, the City Council adopted a formal Cost Recovery Policy, establishing a framework to ensure program fees are based on the level of individual versus community benefit. The policy utilizes a nationally recognized tiered pricing structure (pyramid model) and guides the Department in calculating appropriate cost recovery levels. This policy was reaffirmed through adoption of the PRCS Master Fees and Charges on March 16, 2022, which authorized the Department to review and recommend fee adjustments annually.

The policy clearly states in Section K:

#### “Recreation and Community Center Programs

The goal is to recover, on average, 40% of program costs from participants. Individual programs may be fully self-supporting while other programs may have a nominal cost recovery ratio.”

Currently, the annual cost to operate Lodi Lake is approximately \$1,121,146, while revenue generated from entrance, rental, and boat launch fees is only \$227,903, resulting in a cost recovery rate of 20% - well below the policy’s target of 40%. This gap places an increasing burden on the General Fund and underscores the need for updated fees to better reflect the cost of providing services.

To move toward compliance with the Council’s adopted cost recovery goals, staff recommends the following fee increases, effective July 1, 2025:

#### Proposed Entry and Boat Launch Fees

	Current Rates	Proposed Rates
Daily Entry Fee	\$5	\$8 (resident) \$10 (NR)
Boat Launch Fee - One time*	\$13	\$13
Annual Boat Launch Fee	\$100	\$130 (resident) \$156 (NR)
Entry fee - Annual	\$50	\$80 (resident) \$100 (NR)

## COUNCIL COMMUNICATION

Beach entry fee	\$3	\$3 (resident \$5 (NR))
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\*The day-use boat launch fee is set by California Department of Parks and Recreation, Division of Boating and Waterways as a condition of the Lodi Lake Boat Launching Facility Grant and cannot be adjusted at this time.

### Proposed Rental fees:

	Current Resident Rate	Current Non-Resident Rate	Proposed Resident Rate	Propose Non-Resident Rate	% Increase (Average)
Youth Area*	\$300	\$330	\$375	\$450	31%
Hughes Beach*	\$80	\$135	\$165	\$198	76%
Kiwanis	\$120	\$132	\$225	\$270	96%
Parson's Point*	\$160	\$176	\$175	\$210	14%
Rotary Area*	\$160	\$176	\$175	\$210	14%
Beach Shelter	\$100	\$110	\$150	\$180	57%
CA & AA Picnic Areas	New	New	\$40	\$48	New Revenue
Discovery Center Patio	New	New	\$40	\$48	New Revenue

\*Under the current rental structure, there are two different rental rates for these sites; one for renting the pavilion/picnic shelter and one for renting the whole area. Staff is proposing to change the rental structure to a single rental rate for the whole area at these sites.

Costs associated with staffing, materials, insurance, utilities, and maintenance at Lodi Lake continue to rise. Between 2020 and 2024, the Consumer Price Index (CPI) for All Urban Consumers in the San Francisco-Oakland-Hayward region increased by an average of approximately 4.6% annually, with particularly high inflation in 2021 (4.2%), 2022 (5.3%), and 2023 (3.9%) (U.S. Bureau of Labor Statistics, CPI Regional Data). To ensure that fees remain aligned with the true cost of providing services, staff recommends implementing annual CPI-based fee adjustments, not to exceed 10% per year. This approach will allow for gradual increases that reflect inflation while avoiding steep, irregular adjustments. Staff proposes reassessing this CPI increase to fees policy in five years to evaluate its effectiveness and community impact.

In comparison to similar regional facilities, Lodi Lake's current entry fees are approximately 60% lower, and its boat launch fees are 20% lower, than those of peer agencies. Updating fees will better align Lodi Lake with market norms while continuing to offer residents an affordable and high-quality recreation experience. The proposed changes will not exceed the cost to provide the service, and instead, aims to meet Council's adopted Cost Recovery goals and balance cost recovery with equitable access and service sustainability.

In addition to addressing ongoing operating costs, the City has made substantial investments in Lodi Lake's long-term viability. Since 2020, more than \$4.29 million has been invested in capital improvements including:

Lodi Lake Fire Mitigation & Tree Maintenance - \$191,861  
 Lodi Lake South Side Improvements - \$2,984,467  
 Nature Area Improvements - \$70,306  
 Lodi Lake Erosion - Riverbank - \$1,049,431

Looking ahead, an additional \$8 million in capital projects is planned to address aging infrastructure and environmental resilience including:

Auto Pay Station Installation - \$65,000

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## COUNCIL COMMUNICATION

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Security Improvements (security cameras and Partners vehicle storage) - \$100,000  
Rotary Area Improvements - \$2,700,000  
Beach Roofing Improvements - \$650,000  
Office & Shop Roofing Improvements - \$235,000  
Wading Pool Renovations - \$600,000  
Retaining Wall Renovations (year 28/29) - \$3,075,000  
River Bank Rip Rap (year 28/29) - \$570,000

While these capital needs are not the primary basis for this fee adjustment, they reinforce the importance of a sustainable funding model to support Lodi Lake's future.

Therefore, the Parks, Recreation and Cultural Services (PRCS) Department recommends adjustments to Lodi Lake user and rental fees along with implementing annual CPI-based adjustments in an amount not to exceed 10% per year to ensure fees remain aligned with true cost of services, the City Council's adopted cost recovery goals and support the long-term fiscal sustainability of the facility.

### **STRATEGIC VISION:**

4A. Financial Sustainability: Implement policies that ensure long-term financial health through cost recovery and efficient resource allocation.

6B. Expand, develop, and maintain Lodi Lake to meet or exceed industry standards.

### **FISCAL IMPACT:**

Fee increases shall improve cost recovery for operations and maintenance and shall ensure Lodi Lake's sustainability and access for all. Fee increases could result in an anticipated increase of ~\$148,000 annually.



RESOLUTION NO. 2025-

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING FEE INCREASES  
AT LODI LAKE

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WHEREAS, the City Council approved a Cost Recovery Policy at its meeting on September 4, 2019, emphasizing the importance of aligning fees with cost recovery goals; and

WHEREAS, the Parks, Recreation and Cultural Services Department ("City staff") has identified the need to increase fees at Lodi Lake to support ongoing maintenance and operational costs; and

WHEREAS, City staff has conducted a review of current fees and determined that adjustments are necessary to ensure adequate cost recovery and continued high-quality services at Lodi Lake; and

WHEREAS, the recommended fees are at appropriate levels to ensure the City is not charging more than the cost of providing services; and

WHEREAS, City staff presented the Lodi City Council the proposed fee increases, the rationale behind the adjustments, and the anticipated impact on the community; and

WHEREAS, City staff propose implementing annual CPI-based fee adjustments, not to exceed 10% per year, to ensure the proposed fees remain aligned with consumer market price trends. CPI adjustment policy may be reassessed after five years to evaluate its effectiveness and community impact; and

WHEREAS, City staff will continue to review user fees annually to assess if further adjustments are necessary to maintain cost recovery objectives.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby adopt the resolution approving the proposed fees for Lodi Lake as presented by staff and attached in the Master Fees and Charges Schedule; and

BE IT FURTHER RESOLVED, pursuant to Section 6.3q of the City Council Protocol Manual (Res. No. 2019-223), the City Attorney is hereby authorized to make minor revisions to the above-referenced document(s) that do not alter the compensation or term, and to make clerical corrections as necessary.

Dated: May 21, 2025

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I hereby certify that Resolution No. 2025-\_\_\_\_ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 21, 2025, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

OLIVIA NASHED  
City Clerk

2025-\_\_\_\_\_

Item / Service	Description / Unit	Category of Service	Tier	Cost Recovery	Current Fees through 6/30/22	Fee Effective 7/1/22	Proposed Fee Effective 7/1/25		% of Difference +/-	Notes
							Resident	Non-Resident		
Picnic Rentals										
Lodi Lake, Kiwanis Picnic Area	Daily rental	Rentals (Fields/Court - Exclusive Use)	5	100%	\$120	\$120	\$225	\$270	96%	
Lodi Lake, Hughes Shelter	Daily rental	Rentals (Fields/Court - Exclusive Use)	5	100%	\$120	\$120			0%	removing fee
Lodi Lake Parson's Point Shelter	Daily rental	Rentals (Fields/Court - Exclusive Use)	5	100%	\$120	\$120			0%	removing fee
Lodi Lake Rotary Shelter	Daily rental	Rentals (Fields/Court - Exclusive Use)	5	100%	\$120	\$120			0%	removing fee
Lodi Lake, Hughes Whole Area	Daily rental	Rentals (Fields/Court - Exclusive Use)	5	100%	\$80	\$80	\$165	\$198	76%	
Lodi Lake Parson's Whole Area	Daily rental	Rentals (Fields/Court - Exclusive Use)	5	100%	\$160	\$160	\$175	\$210	14%	
Lodi Lake Rotary Whole Area	Daily rental	Rentals (Fields/Court - Exclusive Use)	5	100%	\$160	\$160	\$175	\$210	14%	
Lodi Lake Youth Area Picnic	Daily rental	Rentals (Fields/Court - Exclusive Use)	5	100%	\$185	\$185			0%	removing fee
Lodi Lake Youth Area Whole	Daily rental	Rentals (Fields/Court - Exclusive Use)	5	100%	\$300	\$300	\$375	\$450	31%	
CA and AA Picnic Area	Daily rental	Rentals (Fields/Court - Exclusive Use)	5	100%	New area	New Area	\$40	\$44		Added after renovations
Discovery Center Patio	Daily rental	Rentals (Fields/Court - Exclusive Use)	5	100%	New area	New Area	\$40	\$44		Added after renovations
Lodi Lake Whole Park Rental	Daily rental	Rentals (Fields/Court - Exclusive Use)	5	100%	\$2,500	\$2,500				
Lodi Lake Whole Park Rental	Daily rental - non profit	Rentals (Fields/Court - Exclusive Use)	5	100%	\$1,250	\$1,250				

Item / Service	Description / Unit	Category of Service	Tier	Cost Recovery	Fee Effective 7/1/22	Proposed Fee Effective 7/1/25		Notes
						Residents	Non-Residents	
Lodi Lake								
Boat Launch	annual	Drop-in Park/Facility Use (supervised)	2	10-40%	\$50	\$100	\$130	Was \$100, price includes entry fee
Parking	annual	Drop-in Park/Facility Use (supervised)	2	10-40%	\$50	\$80	\$100	
Parking/Boat Launch	daily	Drop-in Park/Facility Use (supervised)	2	10-40%	\$13	\$13	\$13	Reso 2016-41 - cannot be changed fee covers both parking and boat launch per day
Parking violation	parking violation	Support Services (administrative; Parks Maintenance)	1	0-10%	\$45			
Lodi Lake Entrance	daily parking fee	Monitored Park/Facility Use	2	10-40%	\$5	\$8	\$10	updated fee to cover all parking fees for all entrants
Field Trips	per student fee	Tours/Field Trips	2	10-40%	\$3.25			includes tours and take-aways
Winter Walk in the Woods	nature tour	Tours/Field Trips	2	10-40%	\$3			NEW charge for specialized tours, similar to the Nature Trail Tours
Camping Fee	per night	Campsite (RV) Rental/Use	5	100%	\$33			
Nature Trail Tours	registration fee	Tours/Field Trips	2	10-40%	\$3			
Boat Tour	per person; 45-minute mini-tour	Tours/Field Trips	2	10-40%	\$11			
Boat Tour	per person; 1 1/2 hour tour	Tours/Field Trips	2	10-40%	\$22			
Public Swim Pass	20-punch; general open/lap swim	Drop-in Park/Facility Use (supervised)	2	10-40%	\$42			
Single-visit class - all ages	Lodi Lake Beach	Drop-in Park/Facility Use (supervised)	2	10-40%	\$3	\$3	\$5	front gate admission

Item / Service	Description / Unit	Category of Service	Tier	Cost Recovery	Fee Effective 7/1/22	Proposed Fee Effective 7/1/25		Notes
						Residents	Non-resident	
Pools/Beach Rentals								
Deposit	deposit	City-wide Overhead	1	0-10%	TBD			Deposits due are equal to the fee amount of the rental, fully refundable pending additional charges
Lodi Lake Wading Pool	additional 25 people	Rentals (Fields/Court - Exclusive Use)	5	100%	\$26	\$40		This is an additional fee, added to private rentals
Lodi Lake Wading Pool		Rentals (Fields/Court - Exclusive Use)	5	100%	\$36	\$40		This is an additional fee, added to private rentals
Lodi Lake Wading Pool	Daily fee, max 25, 2-hours	Rentals (Fields/Court - Exclusive Use)	5	100%	\$79	\$100	\$120	
Beach Rental - Lodi Lake Park	additional 25 people	Rentals (Fields/Court - Exclusive Use)	5	100%	\$26	\$40		
Beach Rental - Lodi Lake Park	additional hour	Rentals (Fields/Court - Exclusive Use)	5	100%	\$36	\$40		
Beach Rental - Lodi Lake Park	Daily fee, max 25, 2-hours	Rentals (Fields/Court - Exclusive Use)	5	100%	\$100			Stay the same. Cost to customer will go up an additional \$281
Lodi Lake Gazebo	3-hour, up to 50 people	Rentals (Fields/Court - Exclusive Use)	5	100%	\$100	\$150	\$180	