

AMENDMENT NO. 5

ICR REFRIGERATION, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 5"), is made and entered this ____ day of _____, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Citywide Heating, Ventilation, and Air Conditioning Services on June 10, 2021, Amendment No. 1 on May 3, 2023, Amendment No. 2 on December 26, 2023, Amendment No. 3 on July 30, 2024, and Amendment No. 4 on February 13, 2025 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to increase the fees by an amount not-to-exceed \$100,000, for a total not-to-exceed amount of \$1,270,000; and
3. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the 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. 5 on the date and year first above written.

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

ICR REFRIGERATION, INC., a California
corporation hereinabove called "CONTRACTOR"

JAMES LINDSAY
Acting City Manager

Name: JEREMY MUSTIN
Title: Vice President

Attest:

OLIVIA NASHED
City Clerk

Approved as to Form:

KATIE O. LUCCHESI
City Attorney



AMENDMENT NO. 4

ICR REFRIGERATION, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No. 4"), is made and entered this 13 day of FEBRUARY, 2025, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into an Agreement for Professional Services for Citywide Heating, Ventilation, and Air Conditioning Services on June 10, 2021, Amendment No. 1 on May 3, 2023, Amendment No. 2 on December 26, 2023, and Amendment No. 3 on July 30, 2024 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to increase the fees by an amount not-to-exceed \$100,000, for a total not-to-exceed amount of \$1,170,000; and
3. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the 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. 4 on the date and year first above written.

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

ICR REFRIGERATION, INC., a California
corporation hereinabove called "CONTRACTOR"

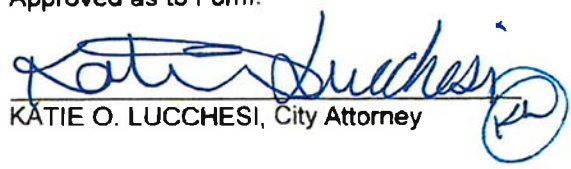

SCOTT R. CARNEY
City Manager


Name: JEREMY MUSTIN
Title: Vice President

Attest:


DELVIA NASHED, City Clerk

Approved as to Form:


KATIE O. LUCCHESI, City Attorney

AMENDMENT NO. 3

ICR REFRIGERATION, INC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT ("Amendment No. 3"), is made and entered this 30th day of July, 2024, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement for Citywide Heating, Ventilation, and Air Conditioning Services on June 10, 2021, Amendment No. 1 to the Professional Services Agreement on May 3, 2023, and Amendment No. 2 to the Professional Services Agreement on December 26, 2023 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to exercise its second one (1) year option to extend the term of the Agreement through June 30, 2026; and
3. WHEREAS, CONTRACTOR agrees to said amendment.

NOW, THEREFORE, the parties agree to extend the Agreement term 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
hereinafter called "CITY"

ICR REFRIGERATION, INC., a California
corporation hereinafter called "CONTRACTOR"

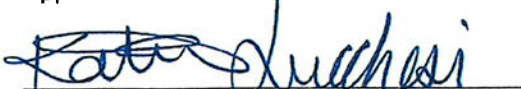

SCOTT R. CARNEY
City Manager

Jeremy Mustin
Name: JEREMY MUSTIN
Title: Vice President

Attest:


OLIVIA NASHED, City Clerk

Approved as to Form:


KATIE O. LUCCHESI, City Attorney

BJG for Katie Lucchesi

AMENDMENT NO. 2

ICR REFRIGERATION, INC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 21st day of December, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on June 10, 2021, and Amendment No. 1 on May 3, 2023 (collectively, the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requests to increase the fees by an amount not-to-exceed \$320,000, for a total not-to-exceed amount of \$1,070,000; and
3. WHEREAS, CONTRACTOR agrees to the amendment set forth above.

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
hereinafter called "CITY"

ICR REFRIGERATION, INC., a California
corporation hereinafter called "CONTRACTOR"



ANDREW C. KEYS
Interim City Manager



Name: JEREMY MUSTIN
Title: Vice President

Attest:



OLIVIA NASHED, City Clerk

Approved as to Form:



KATIE O. LUCCHESI, Interim City Attorney 

AMENDMENT NO. 1

ICR REFRIGERATION, INC.
PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this 2nd day of May, 2023, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC., a California corporation (hereinafter "CONTRACTOR").

WITNESSETH:

1. WHEREAS, CONTRACTOR and CITY entered into a Professional Services Agreement on June 10, 2021 (the "Agreement"), as set forth in Exhibit 1, attached hereto and made part of; and
2. WHEREAS, CITY requested to extend the term of the Agreement through June 30, 2024; and
3. WHEREAS, CITY requested to increase the fees by an amount not-to-exceed \$250,000, for a total not-to-exceed agreement amount of \$750,000; and
4. WHEREAS, CONTRACTOR agrees to the amendment set forth above.

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
hereinafter called "CITY"

ICR REFRIGERATION, INC., a California
corporation hereinafter called "CONTRACTOR"


STEPHEN SCHWABAUER
City Manager

Jeremy Mustin
Name: Jeremy Mustin
Title: Vice President

Attest:

Olivia Nashed
OLIVIA NASHED, City Clerk

Approved as to Form:


JANICE G. MAGDICH, City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1
PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on June 10, 2021, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, 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 Citywide Heating, Ventilation, and Air Conditioning Services (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 July 1, 2021 and terminates upon the completion of the Scope of Services or on June 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 extension; provided, City gives Contractor no less than thirty (30) days written notice of its intent prior to expiration of the existing term. In the event City exercises any option under this paragraph, all other terms and conditions of this

Agreement continue and remain in full force and effect.

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

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

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

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

Section 3.2 Prevailing Wage

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

Section 3.3 Contractor Registration – Labor Code §1725.5

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

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

Section 3.4 Method of Payment

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

Section 3.5 Costs

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

Section 3.6 Auditing

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

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

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

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

Section 4.2 ADA Compliance

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

Section 4.3 Indemnification and Responsibility for Damage

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

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

Section 4.4 No Personal Liability

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

Section 4.5 Responsibility of CITY

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

Section 4.6 Insurance Requirements for CONTRACTOR

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

Section 4.7 Successors and Assigns

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

Section 4.8 Notices

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

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

To CONTRACTOR: ICR Refrigeration, Inc.
1021 Black Diamond Way
Lodi, CA 95240
Attn: Jeremy Mustin

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.

CITY OF LODI, a municipal corporation

ATTEST:

for: Pamela M. Ferris
JENNIFER CUSMIR
City Clerk

[Signature]
STEPHEN SCHWABAUER
City Manager

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

ICR REFRIGERATION, INC., a California corporation

By: *[Signature]*

By: *[Signature]*
Name: JEREMY MUSTIN
Title:

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

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

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CA Rev 03.2821 Lrign

Scope of Service

The City of Lodi is requesting proposals to provide on-call service for the City's HVAC equipment located in various city facilities within the Lodi city limit including the White Slough Water Pollution Control Facilities located at 12751 N. Thornton Road. The contract shall be under a two-year term with the option for three one-year extensions.

The contractor shall provide all materials, equipment and labor for HVAC services and repairs as needed at the City Facilities. The equipment to be maintained includes but is not limited to air handlers, evaporative coolers, split systems, exhaust fans, boilers, pump, gas fired unit heaters, package units, ductless units and force air systems.

Pricing shall be provided on the attached bid schedule. All information shall be filled out for the proposal to be considered. The successful bidder, its employee, and its representative shall comply with current 29 CFR 1910 OSHA General Industry Regulations.

The City will accept no responsibility or liability for accidents caused by the lack of safety equipment and or procedures or the improper installation of equipment or workmanship. Safety protocols to include wearing of hard hats and safety glasses.

Safety hazards notices by servicing personnel shall be immediately reported verbally and followed by a written statement to the City Facility Superintendent or representative. If barricades are needed to ensure safety, the successful bidder shall provide them at no cost to the City. Equipment Lockout/Tag out procedures shall be followed and coordinated with the City building maintenance personnel.

Contractor shall provide qualified technician(s) for service call 24/7 including holidays for emergency calls or other type of outages within a two-hour response time.

Normal repair work shall be performed during the regular hours of 7:00am through 5:00pm, Monday through Friday unless specified by the City Facilities Superintendent or representative.

Worksheets for all work shall be reviewed upon request by the Facilities Superintendent or Authorized City Representative prior to billing. Work completed must be billed within 30 days of the work being completed.

A written quote must be provided upon request before any work performed. Phone call authorization requires a quote over the phone and a written confirmation or email after the work has been completed.

City Rights/ Determining of Best Bid

The City may:

- a) Determine the best bid considering rates offered and/or projections of total cost computed by the City based on past experience.
- b) Contractor is to provide a minimum of two references from comparable contracts.
- c) Reject any or all bids or waive any informality in any bids.
- d) Consider bids for a period of 60 days following the time of receipt of bids before deciding which bid, if any, will be accepted.

Thus the result will not be determined based solely on price. Although price is a key factor, the City will consider awarding the contract to the Contractor that meets the best interest of the City as interpreted by the City.

The City reserves the right to modify the scope of required services based on pricing of bids, available budget, and priority of requested services. The final determination will be incorporated in the final agreement for services (contract).

Subcontracting Limitation

No portion of work shall be subcontracted, and no change in key personnel shall be made, without prior written consent from City. Failure to comply with this term may result in cancellation of contract and elimination of any obligation from City. It is the City's desire to have an ongoing support relationship with the provider and that may include an assigned contractor. Consistency of service is a critical need and familiarity with our locations and unique requirements is also important.

Background Checks

The City requires background checks of any personnel with unrestricted access to City physical sites. Vendor should be prepared to have employees background checked at their own expense, upon request by City. This would typically include 'Live Scan' fingerprinting and subsequent checks of Department of Justice and Federal Bureau of Investigation records.

Assignment of Contract

The Contract shall not be assigned without written consent of the City Manager.

Contract

Successful bidder shall execute a Professional Service Agreement (PSA) with the City. A draft of the PSA is attached for your review.

Insurance

The contractor shall provide and keep current during the entire duration of the liability insurance as indicated in the PSA.

Labor Compliance

The Contractor shall ensure that the prevailing wage requirement is applied to anyone performing work under this contract. Contractor/contractors shall comply with the provisions of section 1775 and 1813 of the Labor Code of the State of California and price their proposal response accordingly. Pursuant to Labor Code Section 1770, the Contractor and the Contractor's Subcontractors shall pay not less than the prevailing rate of per diem wages, including, but not limited to, overtime, Saturday, Sunday, and holiday work, travel and subsistence, as determined by the Director of the California Department of Industrial Relations pursuant to Labor Code Section 1773. The prevailing wage determinations are available on the internet at <http://www.dir.ca.gov/DLSR/PWD>.

Bid Proposal**Labor Rates:**

Charge Description	Rate Per Hour
Certified Technician – Normal Hours	\$105.00
Certified Technician – Overtime Hours	\$157.50
Certified Technician –Emergency Call Out-Overtime Hours	\$157.50
Certified Technician – Holiday Hours	\$210.00
Helper Technician- Normal Hours (if necessary)	\$85.00
Helper- Overtime Hours (if necessary)	\$127.50
Helper- Emergency Call Out (if necessary)	\$127.50
Helper- Holiday Hours (if necessary)	\$170.00

* We are assuming one technician will respond to each call. If two or more technicians are required, City Approval will be required to have multiple technicians onsite.

* A certified technician is defined as a technician that is EPA certified to work on this equipment and highly knowledgeable with the equipment the work is being performed on.

- Your company's normal business hours are: 8am - 5pm Mon- Fri
- Define or attach your holiday schedule: Available 365 days a year
- Please define your guaranteed response time (s): 30 minutes
- Parts/Equipment markup percentage: 20%
- Rental equipment markup percentage (Forklifts, Boomlifts, Cranes, etc.): 20%

- Please explain any exception to this you may have:

- Please list any exception or assumptions in your pricing in the space below:
After hour service call come with a 2 hour minimum charge.

The initial term of the contract is two years. The City may renew the Agreement on annually for up to three additional years. The annual increase shall not exceed the Consumer Price Index (CPI) for the West Region, Urban, unadjusted. The maximum increase in any year shall not exceed five percent.

Either party may cancel the Agreement upon ninety (90) days written notice.

This document shall be sealed and submitted by 4:00 PM on Friday, April 2, 2021 at the 221 W Pine Street, CA 94240. Electronic Submittal shall be submitted to aclegg@lodi.gov by time and date as stated above.

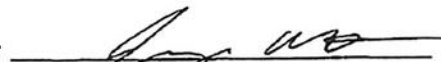
Name of Contractor: ICR Refrigeration, INC

Business Address: 1021 Black Diamond Way, Lodi, CA 95240

Email and Phone: icrfg@gmail.com (209) 333-1943

California Contractor's Class and License No. 678547
(Class C-20 Required)

**NOT TO EXCEED
\$500,000**

Bidder's Signature:  Date: 2/11/21

Bidder's Name: Jeremy Muston

Per Senate Bill 854, contractors and listed subcontractors must be registered with the Department of Industrial Relations (DIR) prior to submitting bids to any public work contracts. Failure to comply will make bids non-responsive. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with DIR pursuant to Labor Code Section 1725.5.

By submitting a bid, the bidder acknowledges that he/she has acquainted themselves with the terms, scope, and requirements of the services based on the information contained in this Invitation to Bid and any addendums. Any failure by the bidder to acquaint him or herself with available information will not relieve them from the responsibility of estimating properly the difficulty or cost of successfully performing the work. The City is not responsible for any conclusions or interpretations made by the bidder on the basis of the information made available by the City.



NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Most Contracts
(Not construction or requiring professional liability)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Contractor has no owned autos, then hired, and non-owned autos with limit no less than **\$1,000,000** per accident for bodily injury and property damage
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions:

Additional Named Insured Status

The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used)

Primary and Non-Contributory Insurance Endorsement

The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Waiver of Subrogation Contractor hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer.

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240. (2) The insurance certificate must state on its face or as an endorsement, a description of the **project** that it is insuring.

Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Contractor's commercial general liability and automobile liability policies.

Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.

(f) **Continuity of Coverage**

All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Contractor shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Contractor shall provide proof of continuing insurance on at least an annual basis during the Term. If Contractor's insurance lapses or is discontinued for any reason, Contractor shall immediately notify the City and immediately obtain replacement insurance. Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

(g) **Failure to Comply**

If Contractor fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Contractor shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Contractor of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Contractor shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Contractor fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Contractor shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.

(h) **Verification of Coverage**

Consultant shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.

(i) **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

(j) **Insurance Limits**

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

(k) **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors.

(l) **Qualified Insurer(s)**

All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.