



# CITY OF LODI COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Two-Year Contract for Janitorial Services for City Facilities to ABM Services, Inc., of Modesto (\$255,903.16) and Authorizing City Manager to Execute Contract Changes and Extensions (Pending Budget Approval)

**MEETING DATE:** June 5, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding two-year contract for janitorial services for City facilities to ABM Services, Inc., of Modesto, in the amount of \$255,903.16, and authorizing City Manager to execute contract changes and extensions (pending budget approval).

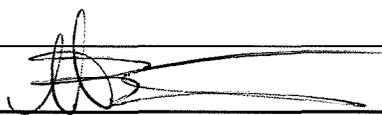
**BACKGROUND INFORMATION:** This project consists of the janitorial specifications and contract requirements to service City facilities. Changing expectations in the quality and frequency of janitorial service indicate the need to update specifications and contract management, which requires appropriate re-bidding of the janitorial services contract. The Public Works Facilities Services Division oversees the janitorial contract for the City.

The contract provides for complete janitorial services for City facilities on both a scheduled and an on-demand basis. The contract also includes the provision of paper products and other supplies to keep facilities sanitary. A notable change made to the specification and contract is the awarding of a single contract that has, in the past, been awarded to multiple bidders. Initial term of the contract will be for two years commencing on July 1, 2013, with an option to renew for an additional two years.

Plans and specifications for this project were approved on March 6, 2013. On April 17, 2013, the City received the following eight bids:

Bidder	Location	Bid
Engineer's Estimate		\$ 350,000.00
ABM Services, Inc.	Modesto	\$ 255,903.16
EMMS, Inc.	Sacramento	\$ 305,086.18
Korean Professional Building	Lodi	\$ 313,306.00
Imperial Maintenance	Stockton	\$ 347,230.00
Janitorial, Inc.	Fresno	\$ 358,000.00
APS	Sacramento	\$ 396,356.00
Tee Janitorial & Maintenance	Sacramento	\$ 469,387.64
UBS	Richmond	Nonresponsive

The contract shall be for the initial term of two years, with the City Manager given authority to negotiate options to extend, to contract for additional services and/or add or delete portions of the contract that are

**APPROVED:**   
Konradt Bartlam, City Manager

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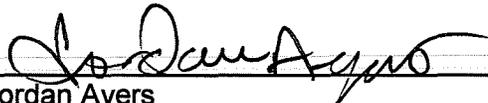
June 5, 2013

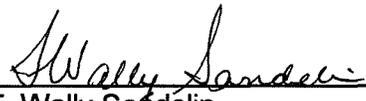
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in the best interest of the City, and to accommodate additions or reductions of space or to change cleaning frequencies and/or duties. The contractor will invoice the City monthly for actual work performed, along with the actual cost for paper products used.

**FISCAL IMPACT:** The bids for janitorial services came in lower than anticipated (estimated at \$175,000 per year including paper products), resulting in a net budget savings of approximately 27 percent.

**FUNDING AVAILABLE:** Funds for janitorial services are included in FY 2013/14 Operating Accounts for Public Works Facilities Services (103511), Hutchins Street Square (347115), Library Administration (210801), Recreation (347211), Parks (347311), Water (180451), Wastewater (170401), White Slough Treatment Plant (170403), Surface Water Treatment Plant (180461), Transit (125055), and Electric Utility (160601).

  
Jordan Ayers  
Deputy City Manager/Internal Services Director

  
F. Wally Sandelin  
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst

FWS/RAY/pmf

cc: Interim Library Services Director  
Parks, Recreation and Cultural Services Director  
Electric Utility Director  
Transportation Manager  
Facilities Supervisor

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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 SERVICES, INC., 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; 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 consists of complete janitorial services for City of Lodi facilities on both a scheduled and on-demand basis. Contract 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 specification for the "2013 Janitorial Services City of Lodi Facilities."

	Standard Service LS/Month (LSM)
A. <u>Lodi Police Department</u> 215 West Elm Street	
Jail, Public Lobby, 6 days/week	LSM \$797.03
Operations, Staffing areas, 5 days/week	LSM \$2,400.53
B. <u>Lodi Court #1</u> 217 West Elm Street	
Service 1 day/month	LSM \$95.81
C. <u>Library</u> 201 West Locust Street	
Service 3 days/week	LSM \$1,118.45
D. <u>City Hall</u> 221 West Pine Street	
Service 3 days/week	LSM \$593.32
E. <u>Finance Department</u> 310 West Elm Street	
Service 3 days/week	LSM \$260.89
F. <u>Carnegie Forum</u> 305 West Pine Street	
Service 3 days/week	LSM \$454.60
G. <u>City Hall Annex</u> 230 West Elm Street	
Service 3 days/week	LSM \$119.26
H. <u>Fire Administration</u> 25 East Pine Street	
Service 3 days/week	LSM \$116.86

	Standard Service LS/Month (LSM)
I. <u>Parks and Recreation</u> 111 & 125 North Stockton Street	
Service 3 days/week	LSM \$370.64
J. <u>Municipal Service Center</u> 1331 South Ham Lane	
Service 5 days/week	LSM \$792.94
K. <u>Transit Fleet Shop</u> 1331 South Ham Lane	
Service 3 days/week	LSM \$218.74
L. <u>White Slough Water Pollution Control Facility</u> 12751 North Thornton Road	
Service 3 days/week	LSM \$302.39
M. <u>Hutchins Street Square</u> 125 South Hutchins Street	
1. Main Lobby Restrooms, Thomas Theater Restrooms, Kirst Hall Kitchen and Restrooms	
Service 5 days/week	LSM \$318.66
2. Senior Center	
Service 5 days/week	LSM \$319.23
3. Administration Offices, Arts Commission Office and Classroom	
Service 5 days/week	LSM \$316.14
N. <u>Lodi Station Parking Structure</u> 50 North Sacramento Street	
Service 3 days/week	LSM \$68.75
O. <u>Surface Water Treatment Plant</u> 2001 West Turner Road	
Service 3 days/week	LSM \$407.66
<b>TOTAL LUMP SUM MONTHLY (TLSM)</b>	<b>TLSM \$9,071.90</b>
<b>TOTAL ANNUAL LUMP SUM (ALS) (TLSM) x 12)</b>	<b>ALS \$108,862.80</b>

**ANNUAL SUPPLIES**

Item:	Estimated Quantity (For Bidding Purposes)	Unit	Unit Price	Total Cost (quantity x unit price)
Boxed Soap 800 ml	4	Case	\$48.68	\$194.72
Seat covers	14	Case	\$40.70	\$565.80
Toilet tissue	129	Case	\$46.83	\$6,041.07
Paper towels	279	Case	\$24.71	\$6,894.09
Liner 24x32	15	Case	\$22.87	\$343.05
Liner 33x39	9	Case	\$18.77	\$168.93
Liner 36x58	89	Case	\$20.11	\$1,789.79
Antibacterial soap	19	Gallon	\$17.94	\$340.86
Urinal screen w/deodorant block	14	Case	\$11.80	\$165.20
Single sheet toilet tissue	8	Case	\$43.10	\$344.80
Rolled paper towels	23	Case	\$41.43	\$952.89
One shot soap	42	Bottle	\$3.40	\$142.80
Touchless towels	13	Case	\$57.34	\$745.42
Liner 24x23	24	Case	\$16.64	\$399.36

**TOTAL ANNUAL SUPPLIES (TAS)**

**TAS \$19,088.78**

**TOTAL BID PRICE (ALS + TAS) \$127,951.58**

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

**P. Square Foot Cleaning Cost**

1. Restrooms

Service 5 days/week \$0.4794/SF  
 Service 3 days/week \$0.2881/SF

2. Offices

Service 5 days/week \$0.0959/SF  
 Service 3 days/week \$0.0576/SF

3. Elevator

Service 5 days/week \$0.3858/SF  
 Service 3 days/week \$0.2328/SF

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

Rate per Person per Hour \$13.92

**R. Carpet Cleaning**

Cost per minimum 1,000 square feet \$0.09

**S. 24/7 Emergency Call-Out Response (1-Hour Response, Applies to All Facilities)**

Minimum Call Out Charge \$150.00

**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 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, 2013 through June 30, 2015, and the contractor agrees to submit monthly billing no later than the 10<sup>th</sup> of each month. However, the City of Lodi may terminate this contract, or the services at any facility referenced in Article IV of this contract, on thirty days written notice to the Contractor.

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:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_

Konradt Bartlam  
City Manager

By: \_\_\_\_\_

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

Attest

\_\_\_\_\_

Title

\_\_\_\_\_  
City Clerk

(CORPORATE SEAL)

Approved As To Form

\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

RESOLUTION NO. 2013-96

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE TWO-YEAR CONTRACT, CONTRACT CHANGES, AND EXTENSIONS FOR JANITORIAL SERVICES FOR CITY FACILITIES

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 17, 2013, at 11:00 a.m., for janitorial services for City facilities, described in the specifications therefore approved by the City Council on March 6, 2013; and

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

<b>Bidder</b>	<b>Bid</b>
ABM Services, Inc.	\$ 255,903.16
EMMS, Inc.	\$ 305,086.18
Korean Professional Building	\$ 313,306.00
Imperial Maintenance	\$ 347,230.00
Janitorial, Inc.	\$ 358,000.00
APS	\$ 396,356.00
Tee Janitorial & Maintenance	\$ 469,387.64
UBS	Nonresponsive

WHEREAS, staff recommends awarding the two-year contract for janitorial services for City facilities to the low bidder, ABM Services, Inc., of Modesto, California, in the amount of \$255,903.16; and

WHEREAS, staff recommends authorizing the City Manager to negotiate options to extend, to contract for additional services and/or add or delete portions of the contract that are in the best interest of the City, and to accommodate additions or reductions of space or to change cleaning frequencies and/or duties.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the two-year contract for janitorial services for City facilities to the low bidder, ABM Services, Inc., of Modesto, California, in the amount of \$255,903.16; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract, contract changes, and extensions.

Dated: June 5, 2013

I hereby certify that Resolution No. 2013-96 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 5, 2013, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Mounce, and Mayor Nakanishi

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None

  
RANDI JOEHL  
City Clerk