



LODI CITY COUNCIL

Carnegie Forum

305 West Pine Street, Lodi

AGENDA – SPECIAL MEETING

Date: October 4, 2016

Time: 7:00 a.m.

For information regarding this Agenda please contact:

Jennifer M. Ferraiolo

City Clerk

Telephone: (209) 333-6702

A. Call to Order / Roll Call

B. Regular Calendar

Res. B-1 Adopt Resolution Rejecting Low Bid as Non-Responsive and Awarding Contract for 2016 Downtown Concrete Cleaning to City Wide Property Service, Inc., of Sacramento (\$19,980) (PW)

C. Adjournment

Pursuant to Section 54956.2(a) of the Government Code of the State of California, this agenda was posted at a place freely accessible to the public 24 hours in advance of the scheduled meeting.

Jennifer M. Ferraiolo
City Clerk

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. 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 Jennifer M. Ferraiolo 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 Jennifer M. Ferraiolo (209) 333-6702.

****NOTICE:** Pursuant to Government Code §54954.3(a), public comments may be directed to the legislative body concerning any item contained on the agenda for this meeting before (in the case of a Closed Session item) or during consideration of the item.**



**CITY OF LODI
COUNCIL COMMUNICATION**

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AGENDA TITLE: Adopt Resolution Rejecting Low-Bid as Non-Responsive and Awarding Contract for 2016 Downtown Concrete Cleaning to City Wide Property Service, Inc., of Sacramento (\$19,980)

MEETING DATE: October 4, 2016

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution rejecting low-bid as non-responsive and awarding contract for 2016 Downtown Concrete Cleaning to City Wide Property Service, Inc., of Sacramento, in the amount of \$19,980.

BACKGROUND INFORMATION: In 1998, the City’s Central City Revitalization Improvement Project installed yellow colored concrete on School Street from Lodi Avenue to Locust Street. As part of the maintenance, the colored concrete should be cleaned periodically. The last time the sidewalk was cleaned was in the spring of 2015.

This project will remove debris and pressure wash the yellow concrete bands and spot clean the paver areas along School Street between Lodi Avenue and Locust Street. The project will also include the large concrete Sun located in Elm Street between School and Sacramento Streets. The work will include wash water containment and disposal in order to comply with State storm water requirements. The work will be done at night in order to minimize business interruptions. It is intended to complete this work prior to the holiday season.

The specifications for this project were approved on September 7, 2016. The City received the following two bids for this project on September 21, 2016.

Bidder	Location	Bid
Engineer’s Estimate		\$ 18,000
Fleetwash, Inc.	Manteca	\$ 14,950
City Wide Property Services	Sacramento	\$ 19,980

Staff review all bids submitted. The low bid received by Fleetwash, Inc. was determined to be non-responsive since the contractor was not registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5, prior to submitting the bid. For this reason, staff recommends awarding contract for 2016 Downtown Concrete Cleaning to City Wide Property Service, Inc., of Sacramento, in the amount of \$19,980.

FISCAL IMPACT: There will be minimal long-term fiscal impact associated with this project.

APPROVED: _____
Stephen Schwabauer, City Manager

FUNDING AVAILABLE: This project will be funded by the Streets Fund (30099000.77020).

Jordan Ayers
Deputy City Manager/Internal Services Director

Charles E. Swimley, Jr.
Public Works Director

Prepared by Sean Nathan, Senior Civil Engineer
CES/SN/tdb
Attachment

cc: Utilities Manager

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and CITY WIDE PROPERTY SERVICE, INC., herein referred to as the "Contractor."

W I T N E S S E T H :

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	
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, 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:

Perform the work necessary to power wash the yellow concrete curb, gutter and sidewalks in the downtown area and the Elm Street Center Paving (concrete sun). Heated water shall be used and all washing water shall be collected and properly disposed of. Major stains on adjacent paver areas shall also be cleaned. This work includes protecting the adjacent structures, street furniture, and pavers, and other incidental and related work, all as shown on the plans and specifications for the above project.

For additional bid item descriptions refer to Section 6-07 "Description of Bid Items" and Exhibits A, B, C, D and E.

CONTRACT ITEMS

Item	Description	Qty	Unit	Total
1	Power Wash Decorative Concrete	1	LS	\$18,580.00
2	Paver Spot Cleaning	1000	SF	\$1,400.00

TOTAL \$19,980.00

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 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within **14 CALENDAR DAYS**.

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.

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

By: _____
STEPHEN SCHWABAUER
City Manager

By: _____

Date: _____

Title

Attest:

JENNIFER M. FERRAILOLO
City Clerk

(CORPORATE SEAL)

Approved As To Form:

JANICE D. MAGDICH
City Attorney

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE LODI CITY COUNCIL
REJECTING LOW-BID AS NON-RESPONSIVE AND
AWARDING CONTRACT FOR 2016 DOWNTOWN
CONCRETE CLEANING TO CITY WIDE PROPERTY
SERVICES, INC., OF SACRAMENTO

WHEREAS, this project consists of removing debris and pressure-washing the yellow concrete bands, and spot cleaning the paver areas along School Street between Lodi Avenue and Locust Street. The project will also include the large concrete sun located in Elm Street between School and Sacramento Streets. The work will include wash water containment and disposal in order to comply with State storm water requirements; and

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed proposals were received and publicly opened on September 21, 2016, at 11:00 a.m., for the 2016 Downtown Concrete Cleaning Project, described in the specifications therefore approved by the City Council on September 7, 2016; and

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

Bidder	Bid
Fleetwash, Inc.	\$14,950
City Wide Property Services	\$19,980

WHEREAS, the low bid received by Fleetwash, Inc., was determined to be non-responsive since the contractor was not registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5, prior to submitting the bid; and

WHEREAS, staff recommends awarding the contract for 2016 Downtown Concrete Cleaning to City Wide Property Services, Inc., of Sacramento, in the amount of \$19,980.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby reject the low-bid as non-responsive; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby award the contract for 2016 Downtown Concrete Cleaning to City Wide Property Services, Inc., of Sacramento, California, in the amount of \$19,980; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City.

Dated: October 4, 2016

I hereby certify that Resolution No. 2016-_____ was passed and adopted by the City Council of the City of Lodi in a special meeting held October 4, 2016 by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk