

**2025 - 2027 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 IMPERIAL MAINTENANCE SERVICES, 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
- Information to Bidders
- General Conditions/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 these contract document, 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. Bids will include furnishing all labor, materials, and cleaning products, 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 "2025 - 2027 Janitorial Services City of Lodi Facilities."

Location	Standard Service LS/Month (LSM)
A. <u>Lodi Police Department</u> 215 West Elm Street	
1. Jail, Public Lobby, 6 days/week	LSM \$ <u>2,003.67</u>
2. Operations, Staffing areas, Workout/Training Room 5 days/week	LSM \$ <u>4,989.64</u>
B. <u>Lodi Court #1</u> 217 West Elm Street	
1. Staff/Office Area, 3 days/week	LSM \$ <u>510.68</u>
2. Holding Cell, Public Lobby, Court Chamber, 5 days/week	LSM \$ <u>842.46</u>
C. <u>Library</u> 201 West Locust Street	
Service 6 days/week	LSM \$ <u>4,498.52</u>
D. <u>City Hall</u> 221 West Pine Street	
Service 3 days/week	LSM \$ <u>1,312.02</u>
E. <u>Finance Department</u> 310 West Elm Street	
Service 3 days/week	LSM \$ <u>530.46</u>
F. <u>Carnegie Forum</u> 305 West Pine Street	
Service 3 days/week	LSM \$ <u>1,041.40</u>

<b>Location</b>	<b>Standard Service LS/Month (LSM)</b>
G. <u>City Hall Annex</u> 230 West Elm Street	
Service 3 days/week	LSM \$ <u>900.67</u>
H. <u>Parks and Recreation</u> 111 North Stockton Street	
Service 3 days/week	LSM \$ <u>510.68</u>
I. <u>Municipal Utility Services</u> 1331 South Ham Lane	
Service 5 days/week	LSM \$ <u>3,336.48</u>
J. <u>Transit Fleet Shop</u> 1331 South Ham Lane	
Service 3 days/week	LSM \$ <u>390.82</u>
K. <u>White Slough Water Pollution Control Facility</u> 12751 North Thornton Road	
Service 3 days/week	LSM \$ <u>761.44</u>
L. <u>Hutchins Street Square</u> 125 South Hutchins Street	
1. Main Lobby Restrooms, Theater Green Room, Dressing Room, Restrooms, Kirst Hall Restrooms	
Service 5 days/week	LSM \$ <u>955.56</u>
2. Senior Center	
Service 5 days/week	LSM \$ <u>767.05</u>
3. Administration Offices, Arts Commission Office and Classroom	
Service 5 days/week	LSM \$ <u>632.41</u>
4. Pool Restrooms/Locker Rooms	
Service 5 days/week	LSM \$ <u>187.35</u>
M. <u>Lodi Station Parking Structure</u> 50 North Sacramento Street	
Service 3 days/week	LSM \$ <u>510.68</u>

N. Surface Water Treatment Plant  
2001 West Turner Road

Service 3 days/week LSM \$ 1,008.34

U. Lodi Lake Park Office  
1101 West Turner Road

Service 3 days/week LSM \$ 261.85

**TOTAL LUMP SUM PER MONTH (TLSTM)**  
(Sum of Locations A – N, & U)

TLSTM \$ 25,952.18

**TOTAL ANNUAL LUMP SUM (ALS)**  
**((TLSTM) x 12)**

ALS \$ 311,426.16

**ANNUAL SUPPLIES**

Item:	Estimated Quantity (For Bidding Purposes)	Unit	Unit Price	Total Cost (quantity x unit price)
Boxed Soap 800 ml	4	Case	\$ <u>81.97</u>	\$ <u>327.89</u>
Seat covers	14	Case	\$ <u>31.58</u>	\$ <u>442.13</u>
Toilet tissue	129	Case	\$ <u>64.14</u>	\$ <u>8,274.19</u>
Paper towels	279	Case	\$ <u>23.38</u>	\$ <u>6,521.63</u>
Liner 24x32	15	Case	\$ <u>31.05</u>	\$ <u>465.80</u>
Liner 33x39	9	Case	\$ <u>41.34</u>	\$ <u>372.04</u>
Liner 36x58	89	Case	\$ <u>35.20</u>	\$ <u>3,132.80</u>
Antibacterial soap	19	Gallon	\$ <u>16.09</u>	\$ <u>305.71</u>
Urinal screen w/deodorant block	14	Case	\$ <u>121.31</u>	\$ <u>1,698.34</u>
Single sheet toilet tissue	8	Case	\$ <u>73.37</u>	\$ <u>586.96</u>
Rolled paper towels	23	Case	\$ <u>38.50</u>	\$ <u>885.50</u>
One shot soap	42	Bottle	\$ <u>66.48</u>	\$ <u>2,792.16</u>
Touchless towels	13	Case	\$ <u>77.24</u>	\$ <u>1,004.12</u>
Liner 24x23	24	Case	\$ <u>25.30</u>	\$ <u>607.20</u>
Restroom air freshner	32	Case	\$ <u>34.65</u>	\$ <u>1,108.80</u>

**TOTAL ANNUAL SUPPLIES (TAS)**

**TAS \$ 28,526.48**

**TOTAL ANNUAL PRICE (ALS + TAS)**

**\$ 339,952.64**

**TOTAL BID PRICE (ALS + TAS) x 2 Years**

**\$ 679,905.28**

O. New Lodi Animal Shelter  
1041 Auto Center Drive

Service 3 days/week LSM \$ 1,385.92  
(Starting sometime in 2026)

P. Special Request Cleaning  
(Non-emergency)

Rate per Person per Hour \$ 32.00

Q. Carpet Cleaning

Cost per minimum  
1,000 square feet \$ 0.25

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

Minimum Call  
Out Charge \$ 45.00

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

LSM \$ 1,248.00

T. Biohazard Cleanup, Per Person Per Hour

\$ 55.00

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, 2025 through June 30, 2027, and the contractor agrees to submit monthly billings.

OPTION TO RENEW - By mutual agreement, the City and the contractor may extend this contract with up to three (3) one-year extensions.

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. THE CONTRACTOR FURTHER AGREES THAT ANY SERVICE NOT PERFORMED IN A GIVEN TIME PERIOD WILL RESULT IN PAYMENT WITHHELD PURSUANT TO SECTION 5.2 OF THE GENERAL CONDITIONS.

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

CONTRACTOR:

CITY OF LODI

\_\_\_\_\_

By: \_\_\_\_\_  
SCOTT R. CARNEY  
City Manager

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

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

Attest

\_\_\_\_\_

Title

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

(CORPORATE SEAL)

Approved As To Form

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