



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Awarding Contract for City-Funded Maintenance of Landscape Areas for 2010 to Dominguez Landscape Services, Inc., of Sacramento, for Groups A, B, and C for an Annual Cost of \$174,686

MEETING DATE: November 4, 2009

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution awarding the contract for City-Funded Maintenance of Landscape Areas for 2010 to Dominguez Landscape Services, Inc., of Sacramento, for Groups A, B and C for an annual cost of \$174,686.28.

BACKGROUND INFORMATION: This project provides for the contract landscape maintenance of 200 landscaped sites in the public right-of-way, public buildings, parking lots, the Multimodal Station, and the White Slough Water Pollution Control Facility for the period of January 1, 2010 through December 31, 2010. Additional sites have been added that include various reverse frontage sidewalk and tree well areas. The total acreage of the contract now exceeds 45 acres.

This bid consists of three separate groups: Group A – Maintenance of Turf and Miscellaneous Landscape Areas; Group B – Maintenance of Lower Sacramento Road and Adjacent Landscape Areas; and Group C – Maintenance of Cherokee Lane and Adjacent Landscape Areas.

The specifications were approved on October 7, 2009, and are on file in the Public Works Department. The City distributed nine bid packets and 15 notifications of availability. The City received the following four bids on October 21, 2009:

Bidder	Location	Bid
Dominguez Landscape Services, Inc.	Sacramento	\$174,686.28
Pride Landscape & Concrete	Lodi	\$196,800.00
Creative Outdoor Environments	Lathrop	\$210,059.04
Odyssey Company	Lodi	\$211,320.00

FISCAL IMPACT: This annual contract maintains the existing landscape sites at a frequency level of once per month, with quarterly pruning, with the exception of turf areas that are serviced weekly. This work is separate from the landscape maintenance locations included in the various Landscape Maintenance Assessment Districts that have been established in new developments. Maintenance work at those locations is done weekly, with as-needed pruning.

FUNDING AVAILABLE: The money for this project will be coming from the 2009/10 Operating Budget in General Fund, Utility, and Transit accounts (102011, 125052, 170403, 180453, 3215036, 103511, 160652, 170404, 210801).

Ruby Paite

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin

F. Wally Sandelin
Public Works Director

Prepared by Curtis Juran, Assistant Streets and Drainage Manager
cc: Curtis Juran, Assistant Streets and Drainage Manager

APPROVED: *Blair King*

Blair King, City Manager

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as “City” and **Dominguez Landscape Services, Inc.**, herein referred to as “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
Vicinity Maps

The July **1992** Edition Standard
Specifications, State of California
Business and Transportation Agency,
Department of Transportation

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 maintain in a good workmanlike and substantial manner to the satisfaction of the City the proposed maintenance of landscaped areas.

ARTICLE II 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 III And the Contractor agrees to receive and accept the following prices as full compensation for furnishing 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 it’s 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 Contract Documents and the requirements of the Engineer under them, to-wit:

ARTICLE IV 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.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE PERIOD FOR THIS CONTRACT IS JANUARY 1, 2010 THROUGH DECEMBER 31, 2010, AND THE CONTRACTOR AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10TH OF EACH MONTH.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first written.

CONTRACTOR

Dated: _____, 2009

Authorized Signature

Title

TYPE OF ORGANIZATION
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

(_____) _____
Telephone

CITY OF LODI
A Municipal corporation

Blair King
City Manager

Date

Attest:

Randi Johl
City Clerk

Date

Approved as to Form:

D. Stephen Schwabauer
City Attorney

Date

RESOLUTION NO. 2009-153

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
CONTRACT FOR CITY-FUNDED MAINTENANCE OF
LANDSCAPE AREAS FOR 2010

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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 October 21, 2009, at 11:00 a.m. for the City-Funded Maintenance of Landscape Areas for 2010, described in the plans and specifications therefore approved by the City Council on October 7, 2009; and

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

Bidder	Bid
Dominguez Landscape Services, Inc.	\$174,686.28
Pride Landscape & Concrete	\$196,800.00
Creative Outdoor Environments	\$210,059.04
Odyssey Company	\$211,320.00

WHEREAS, staff recommends awarding the contract for the City-Funded Maintenance of Landscape Areas for 2010 to the low bidder, Dominguez Landscape Services, Inc., of Sacramento, California.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the City-Funded Maintenance of Landscape Areas for 2010 to the low bidder, Dominguez Landscape Services, Inc., of Sacramento, California, in the amount of \$174,686.28.

Dated: November 4, 2009

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I hereby certify that Resolution No. 2009-153 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 4, 2009, by the following vote:

AYES: COUNCIL MEMBERS – Hitchcock, Johnson, Katzakian, and Mayor Hansen

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mounce

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk