



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute One-Year Extension of Contract with Dominguez Landscape Services, Inc., of Sacramento, for City-Funded Maintenance of Consolidated Landscaped Areas (\$149,742.96)

MEETING DATE: October 19, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute one-year extension of contract with Dominguez Landscape Services, Inc., of Sacramento, for City-funded maintenance of consolidated landscaped areas in the amount of \$149,742.96.

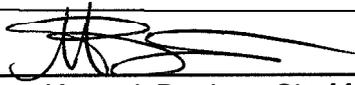
BACKGROUND INFORMATION: The original project consisted of three separate groups: Group A – Maintenance of Turf and Miscellaneous Landscape Areas, Group B – Maintenance of Lower Sacramento Road and Adjacent Landscape Areas, and Group C – Maintenance of Cherokee Lane and Adjacent Landscape Areas. This year, two change orders were executed. In April 2011, Change Order No. 1 incorporated Reynolds Ranch Parkway and portions of East Lodi Avenue. In May 2011, Change Order No. 2 expanded a portion of the East Lodi Avenue landscape area. Since the change orders were not for a complete year, the total amount of the contract extension exceeds the total contract for 2011. The project costs for 2012 are shown in more detail below.

	2011 Cost	Monthly Cost	2012 Annual Cost
Contract Amount	\$ 141,708.00	\$ 11,809.00	\$ 141,708.00
Change Order 1	\$ 5,589.00	\$ 621.00	\$ 7,452.00
Change Order 2	\$ 388.64	\$ 48.58	\$ 582.96
Total	\$ 147,685.64	\$ 12,478.58	\$ 149,742.96

The project specifications included an option to renew. The proposed one-year contract extension is based on the existing contract price awarded to Dominguez Landscape Services, Inc., on November 17, 2010. Staff recommends the contract extension as the contractor has offered to extend the 2011 contract prices through 2012 with no cost increase and the work is being performed very satisfactorily.

This work is separate from the landscape maintenance locations included in the various Landscape Maintenance Assessment Districts that have been established in new developments.

FISCAL IMPACT: This contract extension maintains the existing landscape sites at a frequency level of once per month, along with quarterly pruning, with the exception of turf areas that are serviced weekly.

APPROVED: 
Konradt Bartlam, City Manager

Resolution Authorizing City Manager to Execute One-Year Extension of Contract with Dominguez Landscape Services, Inc., of Sacramento, for City-Funded Maintenance of Consolidated Landscaped Areas (\$149,742.96)

October 19, 2011

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FUNDING AVAILABLE: The money for this project will be coming from the General Fund, Utility, and Transit 2011/12 Operating accounts (102011, 103511, 125052, 160652, 170403, 170404, 180453, 210801, and 3215036).


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/myn
cc: Deputy Public Works Director - Utilities
Compliance Engineer

CONTRACT EXTENSION AGREEMENT

2012 MAINTENANCE OF MISCELLANEOUS LANDSCAPE AREA
ANNUAL CONTRACT

THIS CONTRACT EXTENSION AGREEMENT, made and entered this _____ day of October, 2011, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and DOMINGUEZ LANDSCAPE SERVICES, INC., hereinafter called "Contractor."

WITNESSETH:

- 1 WHEREAS; Contractor and Owner entered into the 2011 Maintenance of Miscellaneous Landscape Area Contract on December 21, 2010, providing that the contract could be extended by mutual agreement of both parties. WHEREAS; both parties desire to extend the contract in accordance with Section 5.000 E. Option to Renew of the Special Provisions. WHEREAS; the contract incorporates additional work set forth in Contract Change Orders 1 and 2 approved on April 4, 2011 and May 5, 2011, respectively. Whereas the contract shall not exceed the new contract price of \$149,742.96 for the duration of this extension.

TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of one (1) year, commencing January 1, 2012 and terminating December 31, 2012. All other terms and conditions will remain as set forth as reflected in the 2011 Maintenance of Miscellaneous Landscape Area Contract, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.

INSURANCE: Contractor shall provide insurance as set forth in the attached Exhibit B, Insurance Requirements for Contractor.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on _____, 2011.

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

DOMINGUEZ LANDSCAPE SERVICES, INC.
hereinabove called "Contractor"

KONRADT BARTLAM
City Manager

ROBERT DOMINGUEZ
President

Attest:

RANDI JOHL, City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER, City Attorney

EXHIBIT A

RECEIVED

DEC 07 2010

MAINTENANCE OF MISCELLANEOUS
LANDSCAPE AREA 2011

CITY OF LODI
MUNICIPAL SERVICE CENTER

CONTRACT

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	The July 1992 Edition Standard
Information to Bidders	Specifications, State of California
General Provisions	Business and Transportation Agency,
Special Provisions	Department of Transportation
Bid Proposal	
Contract	
Vicinity Maps	
Group Listings	
Maintenance Schedule	
Water Conservation Ordinance	

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 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 Contract Documents and the requirements of the Engineer under them, to-wit:

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE PERIOD FOR THIS CONTRACT IS JANUARY 1, 2011 THROUGH DECEMBER 31, 2011, 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.

Dominquez Landscape Services, Inc.
CONTRACTOR

Dated: Nov - 29 2010

[Signature]
Authorized Signature

President
Title

Corporation
TYPE OF ORGANIZATION
individual, Partnership or Corporation

(Affix corporate seal if Corporation)

8376 Rovana Circle
Address

Sacramento, CA. 95828

(916) 381-8855
Telephone

CITY OF LODI
A Municipal corporation

[Signature]
Konradt Bartlam
City Manager

12-21-10
Date

Attest:

[Signature]
Randi Jehl
City Clerk

12/21/10
Date

Approved as to Form:

[Signature]
D. Stephen Schwabauer
City Attorney

12/21/10
Date

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER NO. 1

Sheet 1 of 1
Date March 31, 2011
Account No. 3215036

PROJECT: Maintenance of Miscellaneous Landscape Areas 2011, Extra Sites

CONTRACTOR: Dominguez Landscape Services, Inc

You are directed to make the following changes or do the following work not included in the Plans and Specifications on this contract.

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APR 06 2011
CITY OF LODI
MUNICIPAL SERVICE CENTER

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Add Reynolds Ranch sites U2025, U2027, U2026, U2076, U2077, U2086, V207, V2018, V2019, V2029, V2120, V2133, V2122, V2123, ~~V2133~~, V2137, V2126, V2147, as per attached quote for \$465.00 per month starting April 2011. **Total cost \$4,185.00**

Add E. Lodi Avenue sites L2190, M2209, M2201 as per the attached quote for \$156.00 per month starting April 2011. **Total cost \$1,404.00**

Total Both Areas \$5,589.00

		PERCENT OF CONTRACT
Original Contract Price	\$141,708	
Total Cost of This Change Order NOT TO EXCEED		3.94%
Previous Change Orders	\$0	
Total Cost of All Change Orders to Date	\$5,589.00	3.94%
Contract Price, including All Change Orders, Will Be:	\$147,297.00	

Time of completion will be adjusted as follows: N/A

Submitted By Curtis Juran Date: March 31, 2011

Approval Recommended CREJSC Date 3.31.11

Approved, Public Works Director Wally Sandoz Date 4/4/11

Approved, City Manager (Per Public Works Policies and Procedures, Administration 4.1)

NA Date _____

The undersigned contractor, having carefully considered the change proposed, agrees, if this proposal is approved, to provide all equipment, furnish all materials, except as otherwise noted above, perform all services necessary for the work above specified, and accept as full payment the prices shown above.

ACCEPTED: Date 3/31/11

Contractor Dominguez Landscape Services, Inc

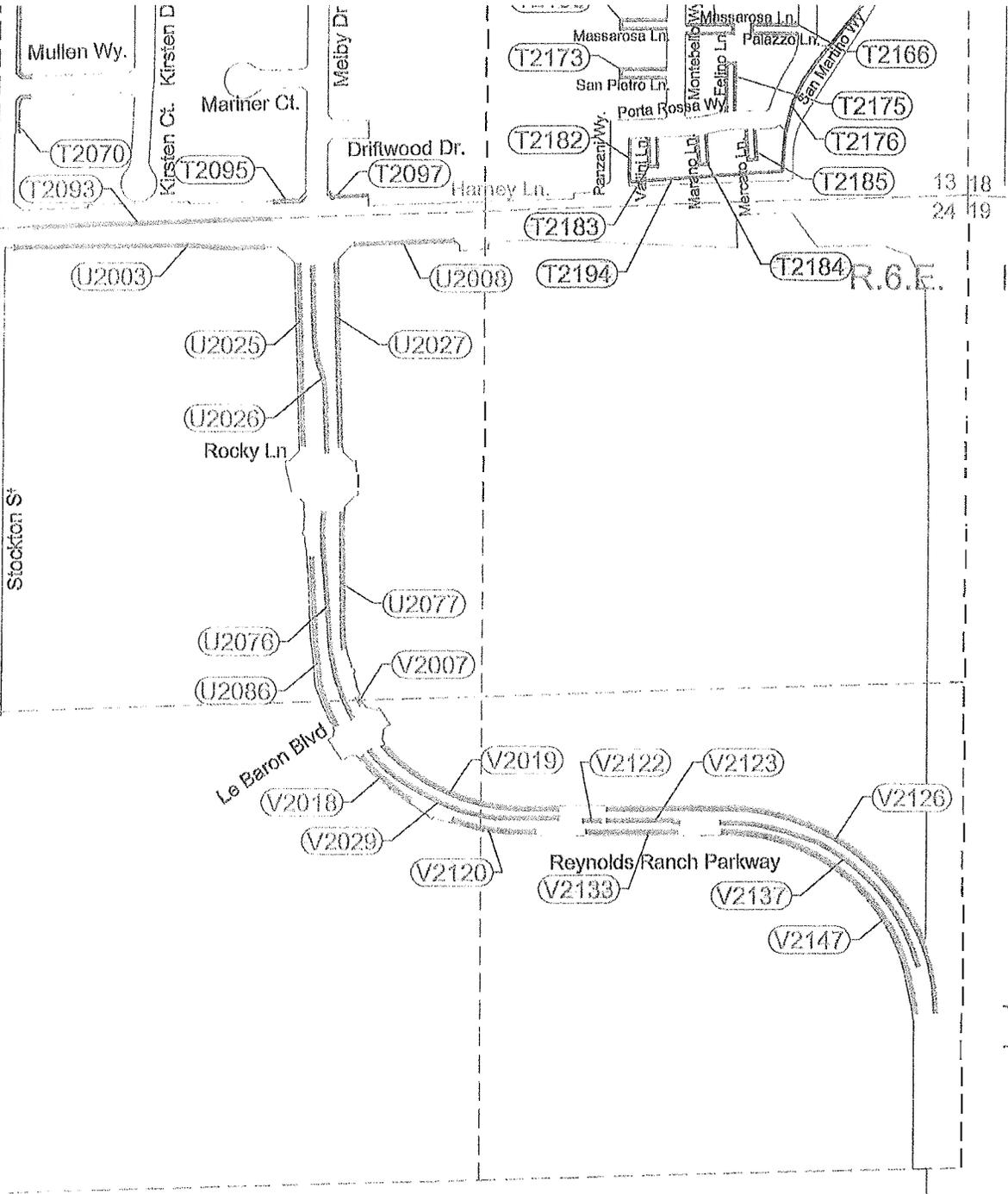
By [Signature]

Title President

If the contractor does not sign acceptance of this order, the contractor should refer to Section 4-1.03A of the Standard Specifications regarding filing a written protest within the specified time.

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24	19

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1" = 400'

CITY OF LODI
PUBLIC WORKS DEPARTMENT

CONTRACT CHANGE ORDER NO. 2

Sheet 1 of 1
Date May 3, 2011
Account No. 3215036

RECEIVED
MAY 09 2011
CITY OF LODI
MUNICIPAL ENGINEER

PROJECT: Maintenance of Miscellaneous Landscape Areas 2011

CONTRACTOR: Dominguez Landscape Services, Inc

You are directed to make the following changes or do the following work not included in the Plans and Specifications on this contract.

Add additional arm for E. Lodi Avenue sites M2201 as per the attached quote for \$48.58 per month starting May 2011. Total cost \$388.64

		PERCENT OF CONTRACT
Original Contract Price	\$141,708	
Total Cost of This Change Order NOT TO EXCEED	\$308.61	0.27%
Previous Change Orders	\$5,589.00	3.94%
Total Cost of All Change Orders to Date	\$5,977.64	4.21%
Contract Price, Including All Change Orders, Will Be:	\$147,695.64	

Time of completion will be adjusted as follows: N/A

Submitted By Curtis Juran Date: May 3, 2011
Approval Recommended *CWJ* Date 5-5-11
Approved, Public Works Director *Wally Samuels* Date 5/5/11
Approved, City Manager (Per Public Works Policies and Procedures, Administration 4.1)

Date _____

The undersigned contractor, having carefully considered the change proposed, agrees, if this proposal is approved, to provide all equipment, furnish all materials, except as otherwise noted above, perform all services necessary for the work above specified, and accept as full payment the prices shown above.

ACCEPTED: Date 5/4/11 Contractor Dominguez Landscape Services, Inc
By *[Signature]* Title President

If the contractor does not sign acceptance of this order, the contractor should refer to Section 4-1.03A of the Standard Specifications regarding filing a written protest within the specified time.



Specialists since 1980
Residential • Commercial • Public Works
Licensed: Class A & C-27
State Contractor's License #560128

May 2, 2011

City of Lodi
1331 South Ham Lane
Lodi, CA 95241

ATTN: Curt Juran
REF: City of Lodi Landscape Maintenance
SUB: M2201 - Lodi Ave. @ Cherokee Ln.

Dear Mr. Juran:

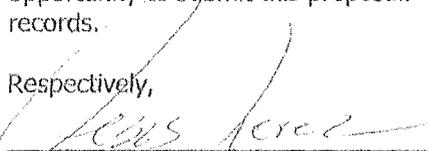
We hereby propose to furnish all labor, materials, and equipment to perform the following:

Monthly maintenance cost for the added area to current M2201 E. Lodi Ave. @ Cherokee Ln. location.....\$ 48.58/mth

ADDITIONAL COST PER MONTH.....\$ 48.58/mth

The total amount will be due upon completion of all work. We would like to thank you for the opportunity to submit this proposal. Upon approval, please sign and return to our office for our records.

Respectively,


Jesus Perez
DOMINGUEZ LANDSCAPE SERVICES, INC.
Dominguez Landscape Services, Inc.
CA State Contractor Lic. #560128
C27 - Landscaping & A - General Engineering Contractor
CA State Pest Control Lic. #30509
CA State Nursery Stock Lic. #B2584.001

5/2/2011
Date:


Accepted By:

5/3/11
Date:



EXHIBIT B

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|---|--|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$2,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$4,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |

NOTE: 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.).

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) above: 221 West Fine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) Additional Named Insured Endorsement
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) Primary Insurance Endorsement
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) 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.
- (d) 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 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. 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 W. Fine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will *any* work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2011-160

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE ONE-YEAR EXTENSION OF
CONTRACT FOR CITY-FUNDED MAINTENANCE OF
CONSOLIDATED LANDSCAPED AREAS

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WHEREAS, on November 17, 2010, City Council awarded the contract for the City-Funded Maintenance of Consolidated Landscape Areas to Dominguez Landscape Services, Inc., of Sacramento, California; and

WHEREAS, the specifications included an option to renew the contract, and Dominguez Landscape Services, Inc., has offered to extend the existing contract prices through 2012 with no cost increase; and

WHEREAS, staff recommends executing a one-year extension of the contract with Dominguez Landscape Services, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the one-year extension of the contract with Dominguez Landscape Services, Inc., of Sacramento, California, for the City-Funded Maintenance of Consolidated Landscaped Areas in the amount of \$149,742.96; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the contract extension.

Dated: October 19, 2011

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I hereby certify that Resolution No. 2011-160 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 19, 2011, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI ICHI
City Clerk