



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Adopt Resolution Rejecting Non-Responsive Bid, Awarding Contract for 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 to Dominguez Landscape Services, Inc., of Sacramento (\$190,639.40 Annually), and Authorizing Public Works Director to Execute Extensions (Pending Budget Approval)

**MEETING DATE:** June 5, 2013

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution rejecting non-responsive bid, awarding contract for 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 to Dominguez Landscape Services, Inc., of Sacramento, in the amount of \$190,639.40 annually, and authorizing Public Works Director to execute extensions (pending budget approval).

**BACKGROUND INFORMATION:** This project provides continued maintenance of landscaped areas in the public right-of-way, City buildings, City parking lots, Multimodal Station, White Slough Water Pollution Control Facility, Water Treatment Facility and Assessment District zones 1, 2, 5, 6, 8, 11, 13, 14, 15 and 16. There are approximately 255 sites totaling 55 acres in area. This contract combines the previous Miscellaneous Areas contract with the Lodi Consolidated Landscape Assessment District No. 2003-1 contract. The contract allows for separate accounting of the different areas in order to accurately track and allocate costs. The contract maintains the current level of maintenance and service frequencies.

The specifications for this project were approved April 17, 2013. The City received three bids for the project on May 15, 2013. One of the bids was deemed "non-responsive" for failure to acknowledge the receipt of Addendum No. 1 as required by Section 2.400 of the project specifications and Addendum No. 1.

Upon reviewing the bid results, a significant variance in unit costs was identified for the Assessment District Street Tree Pruning bid items (items 16 – 25). The recommended contract awarding excludes bid items 16 through 25. Street tree pruning will be provided through a separate contract or by City crews. The exclusion of these bid items from the contract does not alter the order that the contractor's bids are ranked.

Bidder	Location	Selected Bid Item Totals (Less Bid Items 16-25)
TruGreen Landcare *	Rancho Cordova	\$168,692.00 *
Dominguez Landscape Services, Inc.	Sacramento	\$190,639.40
Marina Landscape Inc.	Anaheim	\$230,864.00

\*Non-Responsive

The contract contains an option to extend if mutually agreeable to the City and contractor. Staff recommends authorizing the Public Works Director to execute extensions to the contract when it is in the best interest of the City to do so.

**APPROVED:**   
Konradt Bartlam, Interim City Manager

Adopt Resolution Rejecting Non-Responsive Bid, Awarding Contract for 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District 2003-1 to Dominguez Landscape Services, Inc., of Sacramento (\$190,639.40 Annually) and Authorizing Public Works Director to Execute Extensions (Pending Budget Approval)

June 5, 2013

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**FISCAL IMPACT:** This annual contract maintains the existing landscape sites at the frequency described above. This contract results in a net increase of approximately \$13,000 from the previously split contracts, with the City's portion increasing by approximately \$23,400 and the Assessment District portion decreasing by \$10,400.

**FUNDING AVAILABLE:** Funding for this project comes from a combination of the 2013/14 Operating Budget (Public Safety, Facilities, Streets, Electric Utility, Water, Wastewater, Library, and Transit) and the applicable Assessment Districts as follows:

Public Safety - Fire Administration	102011.7335
General Government - PW Facility Services	103511.7335
Streets - PW Tree Maintenance	3215036.7335
Electric Utility - Substation Maintenance	160652.7335
Wastewater - Plant Maintenance	170403.7335
Wastewater - Sanitation System Maintenance	170404.7335
Water - Production	180453.7335
Library - Library Administration	210801.7335
Transit - Lodi Station / Parking Structure	125052.7335
Assessment Districts (AD)	Various AD Accounts


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Jordan Ayers  
Deputy City Manager/Internal Services Director


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F. Wally Sandelin  
Public Works Director

Prepared by Sean Nathan, Associate Engineer  
FWS/SN/pmf  
cc: Deputy Public Works Director – Utilities  
Associate Civil Engineer Nathan

**2013/2014 LANDSCAPE MAINTENANCE  
OF MISCELLANEOUS AREAS AND  
LODI CONSOLIDATED LANDSCAPE  
ASSESSMENT DISTRICT 2003-1**

**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 DOMINGUEZ LANDSCAPE 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	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	
Contract Bonds	
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, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, 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 maintain approximately 255 landscaped areas throughout the City of Lodi. The areas are separated into five Groups (A through E) that consist of City Facilities and the Consolidated Landscape Maintenance Assessment District zones. The areas equate to approximately 2.38 million square feet.

See Section 6-07 "Description of Bid Items" and the Exhibits for additional information.

**CONTRACT ITEMS**

<b>Bid Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Months</b>	<b>Total Contract Price (Quantity x Unit Price x Months)</b>
1	Group A - Landscape Maintenance	SF	458,076	\$ 2,931.69 / Month	12	\$ 35,180.28
2	Group B - Landscape Maintenance	SF	1,023,900	\$ 6,552.96 / Month	12	\$ 78,635.52
3	Group C - Landscape Maintenance	SF	562,510	\$ 3,600.06 / Month	12	\$ 43,200.72
4	Group D - Weed Control and Debris Cleanup (Sidewalks)	SF	133,400	\$ 853.76 / Month	12	\$ 10,245.12
5	Group E, Zone 1 - Landscape Maintenance	SF	21,060	\$ 134.78 / Month	12	\$ 1,617.36
6	Group E, Zone 2 - Landscape Maintenance	SF	16,200	\$ 103.68 / Month	12	\$ 1,244.16
7	Group E, Zone 5 - Landscape Maintenance	SF	33,503	\$ 214.41 / Month	12	\$ 2,572.92
8	Group E, Zone 6a - Landscape Maintenance	SF	51,101	\$ 327.04 / Month	12	\$ 3,924.48
9	Group E, Zone 8 - Landscape Maintenance	SF	5,796	\$ 37.09 / Month	12	\$ 445.08
10	Group E, Zone 11 - Landscape Maintenance	SF	1,890	\$ 12.09 / Month	12	\$ 145.08
11	Group E, Zone 13 - Landscape Maintenance	SF	10,800	\$ 69.12 / Month	12	\$ 829.44
12	Group E, Zone 14 - Landscape Maintenance	SF	3,380	\$ 21.63 / Month	12	\$ 259.56
13	Group E, Zone 15 - Landscape Maintenance	SF	10,800	\$ 69.12 / Month	12	\$ 829.44
14	Group E, Zone 16 - Landscape Maintenance	SF	6,000	\$ 38.40 / Month	12	\$ 460.80

Bid Item No.	Description	Unit	Estimated Quantity	Unit Price	Months	Total Contract Price (Quantity x Unit Price x Months)
15	Group E, Zone 6b - Weed Control and Debris Cleanup (Private Driveways)	SF	28,800	\$ 184.32 / Month	12	\$ 2,211.84
16	Group B SW Treatment Plant - Landscape Maintenance Nov 2013 - June 2014	SF	53,530	\$ 479.70 / Month	8	\$ 3,837.60
17	Planting Allowance (only with City authorization)	LS	1	\$ 5,000.00	N/A	\$ 5,000.00
<b>TOTAL</b>						<b>\$190,639.40</b>

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 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 length of the contract will be twelve (12) months, starting July 1, 2013 and ending June 30, 2014. The contract may be extended if agreed upon by the Contractor and the City.

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. 2013-95

A RESOLUTION OF THE LODI CITY COUNCIL REJECTING  
NON-RESPONSIVE BID, AWARDING AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE CONTRACT FOR 2013/14  
LANDSCAPE MAINTENANCE OF MISCELLANEOUS AREAS AND  
LODI CONSOLIDATED LANDSCAPE ASSESSMENT DISTRICT  
NO. 2003-1, AND FURTHER AUTHORIZING THE PUBLIC WORKS  
DIRECTOR TO EXECUTE EXTENSIONS

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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 May 15, 2013, at 11:00 a.m., for the 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1, described in the specifications therefore approved by the City Council on April 17, 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>Selected Bid Item Totals (Less Bid Items 16-25)</b>
TruGreen Landcare *	\$168,692.00 *
Dominguez Landscape Services, Inc.	\$190,639.40
Marina Landscape Inc.	\$230,864.00
*Non-Responsive	

WHEREAS, the bid received from TruGreen Landcare was deemed "non-responsive" for failure to acknowledge the receipt of Addendum No. 1 as required by Section 2.400 of the project specifications and Addendum No. 1; and

WHEREAS, upon review of the bid results, a significant variance in unit costs was identified for the Assessment District Street Tree Pruning bid items (items 16 – 25), therefore, the recommended contract award excludes those bid items; and

WHEREAS, staff recommends awarding the contract for the 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 to the lowest responsive bidder, Dominguez Landscape Services, Inc., of Sacramento, California, in the amount of \$190,639.40 annually.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for the 2013/14 Landscape Maintenance of Miscellaneous Areas and Lodi Consolidated Landscape Assessment District No. 2003-1 to the lowest responsive bidder, Dominguez Landscape Services, Inc., of Sacramento, California, in the amount of \$190,639.40 annually; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract; and

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to execute extensions to the contract.

Dated: June 5, 2013

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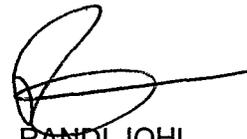
I hereby certify that Resolution No. 2013-95 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 5, 2013, by the following vote:

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

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL  
City Clerk