



# CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Adopt Resolution Awarding Contract for City-Funded Maintenance of Landscape Areas for 2008 to Odyssey Landscaping Company, Inc., of Stockton (\$148,560)

**MEETING DATE:** November 21, 2007

**PREPARED BY:** Public Works Director

**RECOMMENDED ACTION:** Adopt resolution awarding the contract for City-Funded Maintenance of Landscape Areas for 2008, January 1, 2008 through June 30, 2008, to Odyssey Landscaping Company, Inc., of Stockton, in the amount of \$148,560.

**BACKGROUND INFORMATION:** This project provides for the contract landscape maintenance of the 168 landscaped sites in the public right-of-way, public buildings, parking lots, the Multimodal Station and the White Slough Water Pollution Control Facility. In the past year, additional sites were added that included the center median on Lower Sacramento Road south of Kettleman Lane and Westgate Drive. The total acreage of the contract now exceeds 45 acres.

This bid 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. The groups may be awarded separately to multiple contractors or together as one contract. Based on the bid results, staff recommends awarding all three groups to Odyssey Landscaping Company.

The specifications were approved on October 17, 2007, and are on file in the Public Works Department. The City mailed out thirteen bid packets. The City received the following three bids on October 31, 2007:

Bidder	Location	Bid
Engineer's Estimate		\$225,000
East Bay Construction Company, Inc.	Livermore	\$773,262
Odyssey Landscaping Company, Inc.	Stockton	\$148,560
Sunworld	Sacramento	\$300,173*

\*The bid submitted by Sunworld did not include the required 10 percent bid bond and so is considered non-responsive. This does not affect the outcome of the award.

**FISCAL IMPACT:** This annual contract maintains the existing landscape sites at a frequency level of once a month. 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 more frequently.

**FUNDING AVAILABLE:** The money for this project will be coming from the 2007/08 Operating Budget (General Fund, Utility, and Transit accounts).

102011.7335	170403.7335	3215036.7335	210801.7335	180453.7335
103511.7335	170404.7335	3215042.7335	125052.7335	160652.7335

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Kirk Evans  
Budget Manager

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Richard C. Prima, Jr.  
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager  
RCP/GMB/CJ/dsg  
cc: F. Wally Sandelin, City Engineer/Deputy Public Works Director

George M. Bradley, Streets and Drainage Manager

**APPROVED:** \_\_\_\_\_  
Blair King, City Manager

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and Odyssey Landscaping Company, 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.

<u>ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL ANNUAL PRICE</u>
<b><u>EXHIBIT GROUP A</u></b>				
1	TURF SITES PER GROUP A - MOWING, PRUNING, WEED CONTROL, LITTER PICK UP AS PER SPECIFICATIONS	1	LS \$ <u>4,400</u>	\$ <u>52,800</u>
<b><u>EXHIBIT GROUP B</u></b>				
2	SITES PER GROUP B - WEED CONTROL, LITTER PICK UP, ONCE PER MONTH, PRUNING ONCE PER THREE MONTHS, AS PER SPECIFICATIONS	1	LS \$ <u>4,950</u>	\$ <u>59,400</u>
<b><u>EXHIBIT GROUP C</u></b>				
3	SITES PER GROUP C - WEED CONTROL, LITTER PICK UP, ONCE PER MONTH, PRUNING ONCE PER THREE MONTHS, AS PER SPECIFICATIONS	1	LS \$ <u>2,017</u>	\$ <u>24,200</u>
<b><u>ADDITIONAL IRRIGATION BID</u></b>				
<b><u>EXHIBIT GROUP A</u></b>				
4	ANNUAL IRRIGATION MAINTENANCE, BID INCLUDES ALL LABOR AS NEEDED TO MAINTAIN IRRIGATION AS PER SPECIFICATIONS FOR EACH GROUP	1	LS \$ <u>313</u>	\$ <u>3,760</u>
<b><u>EXHIBIT GROUP B</u></b>				
5	ANNUAL IRRIGATION MAINTENANCE, BID INCLUDES ALL LABOR AS NEEDED TO MAINTAIN IRRIGATION AS PER SPECIFICATIONS FOR EACH GROUP	1	LS \$ <u>467</u>	\$ <u>5,600</u>
<b><u>EXHIBIT GROUP C</u></b>				
6	ANNUAL IRRIGATION MAINTENANCE, BID INCLUDES ALL LABOR AS NEEDED TO MAINTAIN IRRIGATION AS PER SPECIFICATIONS FOR EACH GROUP	1	LS \$ <u>233</u>	\$ <u>2,800</u>

**ARTICLE V** 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.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE PERIOD FOR THIS CONTRACT IS JANUARY 1, 2008 THROUGH DECEMBER 31, 2008, AND THE CONTRACTOR AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10<sup>TH</sup> OF EACH MONTH.

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

\_\_\_\_\_  
CONTRACTOR

Dated: \_\_\_\_\_, 2007

\_\_\_\_\_  
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. 2007-\_\_\_\_\_

A RESOLUTION OF THE LODI CITY COUNCIL  
AWARDING THE CONTRACT FOR CITY-FUNDED  
MAINTENANCE OF LANDSCAPE AREAS FOR 2008

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 31, 2007, at 11:00 a.m. for City-Funded Maintenance of Landscape Areas for 2008, described in the specifications therefore approved by the City Council on October 17, 2007; and

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

<u>Bidder</u>	<u>Bid</u>
<b>Engineers Estimate</b>	<b>\$225,000</b>
East Bay Construction, Livermore, CA	\$773,262
Sunworld, Sacramento, CA	\$300,173*
Odyssey Landscaping Company, Inc., Stockton, CA	\$148,560

\*The bid submitted by Sunworld did not include the required 10 percent bid bond and is considered non-responsive .

WHEREAS, staff recommends awarding the bid for Maintenance of Landscape Areas for 2008 to the low bidder, Odyssey Landscaping Company, Inc., of Stockton, California.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that the award of the bid for Maintenance of Landscape Areas for 2008, be and the same is hereby awarded to Odyssey Landscaping Company, Inc., of Stockton, California, in the amount of \$148,560, for the period January 1, 2008 through December 31, 2008.

Dated: November 21, 2007

I hereby certify that Resolution No. 2007-\_\_\_\_\_ was passed and adopted by the Lodi City Council in a regular meeting held November 21, 2007, by the following votes:

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

RANDI JOHL  
City Clerk