



City of La Quinta

CITY / SA / HA / FA MEETING DATE: June 16, 2015

ITEM TITLE: APPROVE A CONTRACT WITH CONSERVE LANDCARE FOR PROJECT NO. 2014-15, PARK LANDSCAPE MAINTENANCE SERVICES

AGENDA CATEGORY:

BUSINESS SESSION:

CONSENT CALENDAR: 15

STUDY SESSION:

PUBLIC HEARING:

RECOMMENDED ACTION:

Approve a Contract in the amount of \$444,960 with Conserve Landcare for Park Landscape Maintenance Services.

EXECUTIVE SUMMARY:

- The City contracts maintenance of its parks and facility landscapes.
- The current contract, with Vintage Associates, will expire June 30, 2015, after a five-year term.
- Conserve Landcare is the lowest responsive bidder. Upon Council approval, services will begin July 1, 2015.

FISCAL IMPACT:

This contract (Attachment 1) has three funding sources with annual costs totaling \$444,960 as follows:

\$342,900 General Fund
\$69,780 Lighting & Landscape District Fund
\$32,280 Library & Museum Fund

BACKGROUND/ANALYSIS:

Park Landscape Maintenance Services provides for daily cleaning and weekly maintenance of all City parks, facility landscapes (except fire stations), and the natural areas in the Bear Creek Trail, Cove Oasis, and Fred Wolff Nature Preserve.

The current landscape maintenance contract expires on July 1, 2015. Since this was the end of a five-year term, the City solicited bids for these services. The bid

documents included new State requirements for prevailing and minimum wages. There was also a requirement for the contractor to be a Certified Landscape Irrigation Auditor. Due to concerns about water usage and the new State water restrictions, the contractor will be responsible to pay for additional irrigation costs that are within their control and not rated as “Efficient” or Excellent” by the Coachella Valley Water District. In situations of backflow theft, vandalism, broken mainlines, or City events that require additional water, the contractor will not be responsible for additional water usage costs.

A mandatory pre-bid conference was held on May 21, 2015. Only four interested contractors attended the meeting.

In order to qualify for the Park Landscape Maintenance Services contract, the contractors were required to possess the following at the time the bid was submitted:

- Class C-27 (Landscaping Contractor) License;
- At least one staff member who has a State Pesticide Applicators License;
- A Certified Arborist;
- Certification in the Operation of Maxicom systems; and
- A Certified Landscape Irrigation Auditor.

Three sealed bids were submitted on Friday, June 5, 2015. Conserve Landcare, located in Thousand Palms, CA was the lowest responsive bidder in the amount of \$444,960.

ALTERNATIVES:

Since the current contract for Park Landscape Maintenance Services has completed its full term, no alternatives are being recommended.

Report prepared by: Steve Howlett, Golf, Parks, & Facilities Manager
Report approved for submission by: Edie Hylton, Deputy City Manager

Attachment: 1. Park Landscape Maintenance Services Contract

SECTION 1300
CONTRACT

THIS CONTRACT, by and between the CITY OF LA QUINTA, a municipal corporation, herein referred to as "City," and CONSERVE LANDCARE, herein referred to as, "Contractor."

W I T N E S S E T H:

In consideration of their mutual covenants, the parties hereto agree as follows:

1. Contractor shall furnish all necessary labor, material, equipment, transportation and services for **City Project No. 2014-15, Park Landscape Maintenance Services** in the City of La Quinta, California pursuant to the Invitation to Bid, dated (May,2015), the project Specifications, and Contractor's Bid, all of which documents shall be considered a part hereof as though fully set herein.

Should any provisions of Contractor's Bid be in conflict with the Notice Inviting Bids, Specifications, or this Contract, then the provisions of said Contract, Specifications, and Invitation to Bid shall be controlling, in that order of precedence. The time frame for work shall be in accordance with that specified in the Invitation to Bid.

2. Contractor will comply with all Federal, State, County, and La Quinta Municipal Code, which are, as amended from time to time, incorporated herein by reference.

3. All work shall be done in a manner satisfactory to the Golf, Parks, & Facilities Manager.

4. Contractor shall commence work on July 1, 2015 after the issuance of a written Notice to Proceed.

5. In consideration of said work, City agrees to pay Contractor such sums as shall be approved by Golf, Parks, & Facilities Manager at monthly sums and/or unit prices stated in the Contractor's Bid, the base consideration (\$444,960.00). All payments shall be subject to approval by the Golf, Parks, & Facilities Manager and shall be in accordance with the terms, conditions, and procedures provided in the Specifications.

6. The Contractor shall not knowingly pay less than the general prevailing rate for per diem wages, as determined by the State of California Department of Industrial Relations and referred to in the Invitation to Bid, to any workman employed for the work to be performed under this contract; and the Contractor shall forfeit as a penalty to the City the sum of Twenty-Five Dollars (\$25.00) for each calendar day, or fraction thereof, for such workman paid by him or by any subcontractor under him in violation of this provision (Sections 1770-1777, Labor Code of California).

Pursuant to Section 1770, et. seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. These wage rates are available from

the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

Pursuant to Section 1725.5 of the California Labor Code, 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 at the time the contract is awarded. Contractors and subcontractors may find additional information for registering at the Department of Industrial Relations website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Pursuant to Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations. Furthermore, all bidders and contractors are hereby notified that no contractor or subcontractor may be awarded, on or after April 1, 2015, a contract for public work on a public works project unless registered with the Department of Industrial Relations.

Pursuant to Labor Code section 1771.4, all bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. Concurrently with the execution of this Contract, Contractor shall furnish bonds of a surety satisfactory to City, as provided in said Specifications or Invitation to Bid, the cost of which shall be paid by Contractor.

8. Except for the gross negligence or willful misconduct of an Indemnified Party (as hereinafter defined), the Contractor hereby assumes liability for and agrees to defend (at Indemnified Parties' option), indemnify, protect and hold harmless City and its Project Consultants, and Engineers, officers, agents, and employees ("Indemnified Parties") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including counsel fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnified Parties arising out of or encountered in connection with this Contract or the performance of the Work including, but not limited to, death of or bodily or personal injury to persons or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of Contractor, its officers, agents, employees or Subcontractors including, but not limited to, liability arising from:

1. Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors;

2. Any operation conducted upon or any use or occupation of the premises by Contractor, its officers, agents, employees, or subcontractors under or pursuant to the provisions of this contract or otherwise;

3. Any act, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;

4. Any failure of Contractor, its officers, agents or employees to comply with any of the terms or conditions of this Contract or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; and
5. The conditions, operations, uses, occupations, acts, omissions or negligence referred to in Sub-subsections (1), (2), (3), and (4), existing or conducted upon or arising from the use or occupation by Contractor on any other premises in the care, custody and control of City.

The Contractor also agrees to indemnify City and pay for all damages or loss suffered by City including but not limited to damage to or loss of City property, to the extent not insured by City and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in Sub-subsections (1), (2), (3), (4) and (5).

Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnified Party. However, without affecting the rights of City under any provision of this Contract, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by Contract between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Contract. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Contract or this section.

This indemnity shall survive termination of the Contract or Final Payment hereunder. This Indemnity is in addition to any other rights or remedies that the Indemnified Parties may have under the law or under any other Contract Documents or Agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retain or apply any monies to the Contractor under this Contract for the purpose of resolving such claims; provided, however, City may release such funds if the Contractor provides City with reasonable assurance of protection of the Indemnified Parties' interests. City shall, in its sole discretion, determine whether such assurances are reasonable.

Approval of any insurance contracts by the City does not relieve the Contractor or subcontractors from liability under Section 1340-1.0, Indemnification of the Specifications. The City will not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

9. Contractor shall hold the County of Riverside, its officers, agents and employees free and harmless from any liability whatsoever, including wrongful death, based or asserted upon any act or omission of principal, its officers, agents, employees or subcontractors relating to or in any way connected with or arising from the accomplishment of the work, whether or not such acts or omissions were in furtherance of the work requires by the Contract Documents and agrees to defend at his expense, including attorney fees, City of La Quinta, County of Riverside, its officers, agents, employees and Independent Architect in any legal action based on any such alleged acts or omissions.

10. Except as otherwise required, Contractor shall concurrently with the execution of this contract, furnish the City satisfactory evidence of insurance of the kinds and in the amounts provided in said Specifications, Section 1340-2.0, Insurance Requirements. This insurance shall be kept in full force and effect by Contractor during this entire contract and all premiums thereon shall be promptly paid by it. Each policy shall further state that it cannot be canceled without 30 days unconditional written notice to the City and shall name the City as an additional insured on the Commercial General Liability policy only. Contractor shall furnish evidence of having in effect, and shall maintain Workers Compensation Insurance coverage of not less than the statutory amount or otherwise show a certificate of self-insurance, in accordance with the Workers Compensation laws of the State of California. Failure to maintain the required amounts and types of coverage throughout the duration of this Contract shall constitute a material breach of this Contract.

11. Contractor shall forfeit as a penalty to City \$25.00 for each laborer, workman, or mechanic employed in the execution of this Contract by said Contractor, or any subcontractor under it, upon any of the work herein mentioned, for each calendar day during which such laborer, workman, or mechanic is required or permitted to work at other than a rate of pay provided by law for more than 8 hours in any one calendar day and 40 hours in any one calendar week, in violation of the provisions of Sections 1810-1815 of the Labor Code of the State of California.

12. In accepting this Contract, Contractor certifies that in the conduct of its business it does not deny the right of any individual to seek, obtain and hold employment without discrimination because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age as provided in the California Fair Employment Practice Act (Government Code Sections 12900, et seq.) Contractor agrees that a finding by the State Fair Employment Practices Commission that Contractor has engaged during the term of this Contract in any unlawful employment practice shall be deemed a breach of this Contract and Contractor shall pay to City \$1,607.00 liquidated damages for each such breach committed under this contract.

13. Contractor also agrees that for contracts in excess of \$30,000 and more than 20 calendar days duration, that apprentices will be employed without discrimination in an approved program in a ratio established in the apprenticeship standards of the craft involved (Sections 1777.5 and 1777.6, Labor Code of California). Contractors who willfully fail to comply will be denied the right to bid on public projects for a period of six months in addition to other penalties provided by law.

14. This Contract shall not be assignable by Contractor without the written consent of City.

15. In accepting this Contract, Contractor certifies that no member or officer of the firm or corporation is an officer or employee of the City except to the extent permitted by law.

16. Contractor certifies that it is the holder of any necessary California State Contractor's License and authorized to undertake the above work.

17. The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

18. The Contractor shall maintain and preserve all such records for a period of at least three years after termination of the contract.

19. The Contractor shall maintain all such records in the City of La Quinta. If not, the Contractor shall, upon request, promptly deliver the records to the City or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than at City offices including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

20. The further terms, conditions, and covenants of the Contract are set forth in the Contract Documents, each of which is by this reference made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates stated below.

"CITY"

CITY OF LA QUINTA,
a California municipal corporation

Dated: _____

By: _____
Frank J. Spevacek, City Manager

ATTEST:

Susan Maysels, City Clerk

Dated: _____

APPROVED AS TO FORM:

City Attorney

Dated: _____

"CONTRACTOR"
(If corporation, affix seal)

Dated: 6/9/15

By: *Bruce K. Wilson*
Signature

Name: Bruce K. Wilson

Title: Pres

Address: 72265 Manufacturing Rd. Thousand Palms, CA
Street Address City State Zip Code 92276

E-mail: jlopez@conserveandcare.com

Dated: 6-10-15

By: *Theresa Lopez*
Signature

Name: Theresa Gonzalez

Title: Secretary

Address: 72265 Manufacturing Rd. Thousand Palms CA 92276
Street Address City State Zip Code

E-mail: teri@conserveandcare.com