

**MEMORANDUM**

**TO:** HONORABLE MAYOR & CITY COUNCIL MEMBERS  
**FROM:** RAY HOLLAND, DIRECTOR OF PUBLIC WORKS  
**DATE:** AUGUST 3, 2010  
**SUBJECT:** APPROVE A ONE-YEAR CONTRACT EXTENSION WITH BENNETT ENTERPRISES, INC. DBA BENNETT LANDSCAPE FOR CITY RIGHT-OF-WAY AND MEDIAN LANDSCAPE MAINTENANCE

**REVIEWED:** CAROLYN LEHR, CITY MANAGER 

Project Manager: Emilio Blanco, Maintenance Superintendent 

**RECOMMENDATIONS**

Approve and execute the First Amendment to the Weed Abatement/ Control & Landscape Maintenance for City Street Rights-of-Way and Medians, which extends the original contract for the period of August 7, 2010 to June 30, 2011.

**BACKGROUND**

The Public Works Department uses contract services to maintain the City's improved and unimproved public rights-of-way and medians. Services include weed abatement/ control, irrigation repairs, shrub pruning, litter removal, hardscape cleaning, turf mowing and edging, rodent/ pest control, cultivation and mulching and general maintenance.

In June of 2007, the City prepared specifications for maintenance service on both the improved and unimproved landscape areas, advertised the specifications, and held a mandatory pre-bid conference. Bids were opened on July 18, 2007, and the City determined that Bennett Enterprises, Inc. dba Bennett Landscape was the lowest responsible and responsive bidder. The City Council approved the agreement titled Weed Abatement / Control & Landscape Maintenance for City Street Rights-of-Way and Medians (the "Original Agreement"), and the Mayor executed it. The Original Agreement is attached.

## **DISCUSSION**

The bid documents that were prepared and circulated prior to the award of the Original Agreement stated that the term was for a period of three (3) years and included an option to extend for three more one-year terms. Because the Original Agreement will terminate on August 6, 2010, staff contacted Bennett Landscape regarding a one-year contract extension, to which Bennett Landscape has agreed.

## **CONCLUSION**

The First Amendment to the Weed Abatement/ Control & Landscape Maintenance for City Street Rights-of-Way and Medians extends the Original Agreement for the period of August 7, 2010 to June 30, 2011. Staff requests the Council's approval and the Mayor's execution of this one-year extension.

## **FISCAL IMPACT**

The adopted FY 2010-2011 budget provides adequate funding for the staff recommendation. The funding source for this contract is the Street Maintenance Non-Pavement.

## **ATTACHMENTS**

- Exhibit 1: The Original Agreement
- Exhibit 2: The First Amendment to the Weed Abatement/ Control & Landscape Maintenance for City Street Rights-of-Way and Medians

## CITY OF RANCHO PALOS VERDES

## CONTRACT FOR:

WEED ABATEMENT / CONTROL & LANDSCAPE MAINTENANCE FOR CITY  
STREET RIGHTS-OF-WAY AND MEDIANS

THIS AGREEMENT is made and entered this 7<sup>th</sup> day of August, 2007, by and between the CITY OF RANCHO PALOS VERDES, hereinafter referred to as "City", and Bennett Enterprises, Inc. dba Bennett Landscape, hereinafter referred to as "Contractor."

## WITNESSETH:

WHEREAS, Contractor and Contractor's Surety are providing the bonds attached hereto and incorporated by this reference; and

WHEREAS, City desires to contract with Contractor to perform the services detailed in this Agreement, including Contractor's Proposal, which is attached; and

WHEREAS, Contractor has represented that it is fully qualified to assume and discharge such responsibility;

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. City hereby engages Contractor to perform the work and provide the services and materials for the project identified as: **WEED ABATEMENT / CONTROL & LANDSCAPE MAINTENANCE FOR CITY STREET RIGHTS-OF-WAY AND MEDIANS**, as described in the Plans and Specifications attached hereto and incorporated by this reference, including miscellaneous appurtenant work. Such work shall be performed in a good and workmanlike manner, under the terms as stated herein and in the attached Plans and Specifications, and in accordance with the latest edition of the document titled "Standard Specifications" published by the Joint Cooperative Committee, Southern California Chapters of the American Public Works Association and the Associated General Contractors of America. In the event of any conflict between the terms of this Agreement and any of the above-referenced documents, the terms of this Agreement shall be controlling.
2. Compensation. In consideration of the services rendered hereunder, Contractor shall be paid according to the prices as submitted on the Bid Sheet of the attached Proposal, and in accordance with the Special Provisions.
3. Independent Contractor. It is understood and agreed by the parties that Contractor is, for the purposes of this Agreement, an independent contractor and not an employee of the City. Accordingly, Contractor shall not be deemed the City's employee for any purpose. Contractor shall not incur or have the power to incur any debt, obligation, or liability on behalf of the City.
4. Assignment. This Agreement may not be assigned by Contractor, in whole or in part, without the prior written consent of City.
5. Termination. This Agreement may be canceled by City at any time without penalty upon 30-days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services rendered prior to date of termination, and such payment shall be in full compensation for all services rendered hereunder.







