



City of Carson Report to Mayor and City Council

June 4, 2013
New Business Consent

SUBJECT: CONSIDERATION TO APPROVE THE LANDSCAPE MEDIAN MAINTENANCE SERVICES CONTRACT EXTENSION

Farrokh Abolfathi

Submitted by Farrokh Abolfathi
Acting Director of Public Works

David C. Biggs

Approved by David C. Biggs
City Manager

I. SUMMARY

The Landscape Median Maintenance Services Contract with Swayzer's, Inc., is approaching its expiration date of June 30, 2013. Swayzer's, Inc., submitted a letter requesting a contract extension (Exhibit No. 1). Under Section 2 – Contract Duration (Exhibit No. 2), of the Landscape Maintenance Agreement, the contract is for three-years from July 1, 2010, and is subject to a three-year period contract extension. Staff is requesting City Council to consider approving a one additional three-year period contract extension with Swayzer's, Inc., to continue the maintenance service of Landscaped Medians.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the contract extension with Swayzer's Inc., for an additional three-year period for Landscaped Median Maintenance Services in the amount of \$198,000.00 per year.
2. AUTHORIZE the Mayor to execute the contract extension with Swayzer's, Inc., following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DENY the request to extend the contract.
2. DIRECT staff to solicit competitive bids for a new Landscaped Median Maintenance Services Contract.
3. TAKE any other actions that the City Council deems necessary and appropriate at this time.

IV. BACKGROUND

The City's median infrastructure consists of approximately 45 acres, which encompasses hardscape, turf, planter and landscaped medians.

On June 15, 2010, City Council awarded a three-year Landscaped Median Maintenance Contract to Swayzer's, Inc., for an annual amount of \$198,000.00 (Exhibit No. 3). It is stipulated in the agreement that the contract is subject to a three-year extension, upon the mutual written agreement of Contractor and the City.

In an effort to improve the appearance of the medians, Public Works staff worked closely with Swayzer's, Inc., and developed a city-wide work plan, which involved the removal of weeds, dead foliage, and several minor repairs to the irrigation system. This on-going effort has improved the aesthetics of the medians. Restoration of the medians to optimum condition requires continuous maintenance, and most importantly rehabilitation project to the existing landscape and irrigation systems. Approximately one-third of the medians are nearly 30 years old and only a limited few have had major improvements performed over the past decade.

The City has financially benefited from the contractor's low bid and often times does the urgent repairs to failed sprinklers, water lines and controllers, at no additional cost. Swayzer's, Inc., diligently performed highly acceptable work on improving the medians' general appearance, including those with sub-par infrastructure that require major improvement. Therefore, by extending the contract for one additional three-year period, it will provide the City additional time to plan and budget for future improvements to the median landscape and irrigation system. There is no cost increase as part of this request for a contract extension.

V. FISCAL IMPACT

Funds in the amount of \$198,000.00 are sufficient to provide for an annual service period and are included in the proposed FY 2013/14 Public Works budget in account no. 01-80-840-108-6005.

VI. EXHIBITS

1. Contract extension letter dated April 23, 2013. (pgs.4 -5).
2. Landscaped Maintenance Services Agreement. (pg.6)
3. Minutes, June 15, 2010, Item No. 12. (pg.7)

Prepared by: Raymond Velasco, PE Public Works Administrator
TO:Rev09-04-2012

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Public Works
Community Development	Community Services

Action taken by City Council	
Date _____	Action _____



Swayzer's Inc.

1663 E. Del Amo Blvd. Carson, CA 90746
P.O. Box 4365 Carson, CA 90749
Office: 323- 979-7223 Fax. 310-764-5069
Email: swayz4@aol.com

City of Carson
Facilities & Maintenance
Service Department
701 East Carson Street
Carson, Ca 90749

May 20, 2013

Attention: Mr. Raymond Velasco

Subject: Contract Extension

This letter is concerning the three (3) year contract extension for landscape maintenance services performed in the medians and miscellaneous landscaped areas in the City of Carson.

Swayzer's Inc. would like to request the additional (3) years extension of its landscape contract with the City of Carson for the period July 01, 2013 through July 01, 2016

Swayzer's landscape maintenance crews have transplanted 3,500 plants city wide. Swayzer's has used 50% of the city's annual tree trimming waste (chips) as mulch throughout the city. Transplanting plants and mulch spreading are services we provide at no additional cost to the City of Carson. Swayzer's has helped the city accumulate zone maintenances schedules, inventory sheets, and median maps. In the past three years working together with the City's Public Works Department we have made great progress. We believe continuing with our services leads to our optimum goal the beautification of the City of Carson.

We will certainly continue to perform all contract services in a manner that meets the high standards set by the City of Carson. We will employ the same job specifications previously arranged. Safety and quality workmanship are our goals. Thank you for this opportunity to serve the City of Carson.

Year One

Monthly cost (per month) \$ 16,500.00

Annual cost (per year) \$ 198,000.00

Swayzer's Inc.
Since 1978

EXHIBIT NO. 01





Swayzer's Inc.

1663 E. Del Amo Blvd. Carson, CA 90746
P.O. Box 4365 Carson, CA 90749
Office: 323- 979-7223 Fax. 310-764-5069
Email: swayz4@aol.com

City of Carson
Facilities and Maintenance
Service Department

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Year Two

Monthly cost (per month) \$ 16,500.00

Annual cost (per year) \$ 198,000.00

Year Three

Monthly cost (per month) \$ 16,500.00

Annual cost (per year) \$ 198,000.00

Thank You,

Samuel Swayzer, President
Swayzer's Inc.



to CONTRACTOR under this AGREEMENT, and to indemnify and hold CITY harmless from any and all taxes, assessments, penalties and interest asserted against CITY by reason of the independent contractor relationship created by this AGREEMENT. CONTRACTOR shall fully comply with the worker's compensation law regarding CONTRACTOR and CONTRACTOR'S employees. CONTRACTOR further agrees to indemnify and hold harmless CITY from any failure of CONTRACTOR to comply with the worker's compensation law. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR'S failure to promptly pay to CITY any reimbursement or indemnification arising under this section.

1.4 **Prohibition Against Subcontracting or Assignment.** The experience, knowledge capability and reputation of CONTRACTOR and its principals and employees were a substantial inducement for CITY to enter into this AGREEMENT. Therefore, CONTRACTOR shall not contract with any entity to perform in whole or in part the services required hereunder without the express written approval of the City Manager. In addition, neither this AGREEMENT nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the City Manager. For the purposes hereof, an assignment shall include a change in any entity that is the controlling shareholder of CONTRACTOR, or the merger or dissolution of CONTRACTOR.

SUPPLEMENTARY GENERAL CONDITIONS

1. SCOPE OF WORK

The intent of these documents is to secure a contractor to provide all labor, tools, materials, equipment, and services necessary for the proper performance of landscape maintenance in accordance with the contract documents. The contract documents shall consist of the Supplementary Contract General Conditions, landscape Maintenance Specifications, and Terms in the Final Contract Issued by the Owner or his designated representative. All work shall be in accordance to good maintenance practices. During and at the end of the maintenance period, all plant material shall be in a healthy, growing condition.

2. CONTRACT DURATION

The contractor shall maintain all work under this contract for three (3) years from date of award, subject to a three (3) year extension, upon the mutual written agreement of Contractor and City. Contract is subject to extension or termination as described in these Supplementary General Conditions, at including, but not limited to, Items 9 and 16.

3. ABILITY TO PERFORM

A. Prior to contract award, any bidder may be required at any time to demonstrate to the Superintendent of Public Works that he can successfully perform maintenance work of the type involved in this contract and that he possess suitable equipment to perform the work.



**ITEM NO. (12) AWARD OF CONTRACT - LANDSCAPED MEDIAN MAINTENANCE
CONTRACT (ECONOMIC DEVELOPMENT)**

This item was heard after the New Business Consent Calendar.

City Manager Groomes summarized the staff report and recommendation.

RECOMMENDATION for the City Council:

TAKE the following actions:

1. AWARD Swayzer's, Inc. a three-year Landscaped Median Maintenance Contract, in the amount of \$198,000.00.
2. AUTHORIZE the Mayor to execute the agreement, following approval as to form by the City Attorney.

ACTION: It was moved to approve the staff recommendation on motion of Gipson, Santarina and unanimously carried by the following vote:

Ayes: Mayor Dear, Mayor Pro Tem Santarina, Council Member Gipson, Council Member Davis-Holmes, and Council Member Ruiz-Raber
Noes: None
Abstain: None
Absent: None

