MEETING DATE: 6/5/06
ITEM NO. 10

COUNCIL AGENDA REPORT

DATE: MAY 17, 2006

TO: MAYOR AND TOWN COUNCIL

FROM: DEBRA J. FIGONE, TOWN MANAGER

SUBJECT: PROJECT 06-30 - TREE PRUNING AND REMOVAL

A. ADOPT RESOLUTION DECLARING TRUGREEN LANDCARE TO BE THE LOWEST RESPONSIBLE BIDDER ON THE PROJECT AND AWARDING A TREE PRUNING AND REMOVAL CONTRACT IN THE AMOUNT OF $30,950.

B. AUTHORIZE STAFF TO ISSUE CHANGE ORDERS TO THE CONTRACT UP TO AN AMOUNT OF $10,000.

RECOMMENDATION:

1. Adopt Resolution declaring Trugreen Landcare to be the lowest responsible bidder on the project and awarding a Tree Pruning and Removal contract (Exhibit A) in the amount of $30,950.
2. Authorize staff to issue change orders to the contract up to an amount of $10,000.

BACKGROUND:

The project involves pruning and/or removal of approximately 92 trees, as directed by the Parks Superintendent. Bids for the Tree Pruning and Removal Project were received by the Parks Superintendent on May 15, 2006. The following contractors submitted bids for this project:

Trugreen Landcare	$30,950.00
Valley Crest Landscape Maintenance	$33,324.50

The low bidder has successfully completed contract tree pruning for other public agencies and appears capable of performing the work required for the Town's project. Staff has carefully analyzed the bids, checked the low bidder's references, and has determined that the bid submitted by Trugreen Landcare is responsive to the Town's solicitation dated May 5, 2006.

PREPARED BY: JOHN E. CURTIS
Director of Parks and Public Works

Reviewed by: BS Assistant Town Manager ___ Attorney ___ Clerk Administrator ___
Finance ___ Community Development Revised: 5/17/06 12:04 pm

RESOLUTION

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
AUTHORIZING THE AWARD AND EXECUTION OF CONTRACT WITH
TRUGREEN LANDCARE
FOR PROJECT 06-30 - TREE PRUNING AND REMOVAL**

WHEREAS, bids were sought in conformance with State and Town law for Project No. 06-30 - Tree Pruning and Removal; and

WHEREAS, Trugreen Landcare submitted the lowest bid which the Town Council deems to be responsive to the Town's solicitation dated May 5, 2006.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Los Gatos that Trugreen Landcare is declared to be the lowest responsible bidder for Project No. 06-30 and that the Town Manager is authorized to execute a contract (attached as Exhibit A) for said project on behalf of the Town in the amount of $30,950.

BE IT FURTHER RESOLVED, that staff is authorized to execute future change orders, as necessary, up to an amount of $10,000.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 5th day of June, 2006 by the following vote.

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

ATTEST:

CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA

CONTRACT

THIS AGREEMENT is between the **Town of Los Gatos** (hereinafter referred to as "Owner") and **Trugreen Landcare** (hereinafter referred to as "Contractor"). Owner and Contractor, for the consideration hereinafter named, agree as follows:

A. SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for the construction of **Project #06-30 - Tree Pruning and Removal** in accordance with the Contract Documents.

B. CONTRACT PRICE

As full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract, also for all loss or damage arising out of the nature of the work aforesaid, or from the actions 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 Owner, 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, Owner shall pay (thirty thousand nine hundred and fifty dollars), **$30,950**, which shall supersede any other amount specified in the Contract Documents.

C. CONTRACT DOCUMENTS

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any work called for in one part and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

D. BEGINNING OF WORK

Following the execution of this Contract and the approval of bonds and insurance policies and certificates, Owner shall issue a *Notice to Proceed* with the Work. Commencing work or the entrance of equipment or materials on the site of the Work by Contractor before receipt of the *Notice to Proceed* is at the sole risk and expense of Contractor, and the Contractor shall be fully liable for any damage or injury sustained by Owner or third persons resulting therefrom.

E. TIME OF COMPLETION

The Work called for herein shall be fully completed within the time limit set forth in the Special Conditions.