



## Staff Report

### September 11, 2018

**TO:** Honorable Mayor and Members of the Town Council  
**FROM:** Britton Snipes, Town Engineer/Public Works Director  
**DATE:** September 11, 2018  
**RE:** Landscape Services Contract with Dominguez Landscape Services.

#### **Recommendation**

Staff recommends Council adopt the attached resolution authorizing the Town Manager to amend the existing Contract with Dominguez Landscape Services to include The Library, Taylor Road between Horseshoe Bar Road and Oak Street updated herbicide, pesticide and watering requirement. The original contract with Dominguez was \$2,844 per month (\$34,128 per year). The revised contract amount would be \$46,848 per year (or \$3,904 per month).

#### **Issue Statement and Discussion**

In November 2014 the Town issued an RFP for Landscape Services to include the following locations:

- Sunrise Loomis Park
- Magnolia Street Parking Lot
- Multi Modal Center and Blue Anchor Park
- Town Corporation Yard
- Sierra College Boulevard Median
- Hunters Oaks Subdivision
- Racheal Estates Subdivision
- Shelter Cove Subdivision

In December 2014 the Town Council authorized the Town Manager to execute a contract with Dominguez Landscaping in the amount of \$2,844 per month for these services.

With the addition of the Library and landscaping on Taylor Road, these areas need to be incorporated into the existing landscape contract. Staff requested and received from Dominguez the estimated cost to add the Library and the landscaping on Taylor Road into the existing contract. The pricing was evaluated and found to be reasonable by Staff.

Occasionally, the Town experiences situations like broken water lines, plant replacement or additional tree trimming that is not covered by the contract. In many cases these situations are more efficiently handled by our landscaping contractor rather than the Town's Maintenance Crew. The Town manager is seeking the authority to authorize changes in the contract not to exceed 10% of the contract amount, or \$4,685 per year.

#### **CEQA Requirements**

This project is exempt under the California Environmental Quality Act (CEQA) Sections 15301(c&d) (Class 1), "Existing Facilities" of the guidelines.

**Financial and/or Policy Implications**

Currently, the Town pays \$2,844 per month for landscape maintenance services. Annually this equates to \$34,128. Of that annual amount, \$5,640 is covered by three Assessment Districts (Shelter Cove, Rachel Estates & Hunters Oaks). \$6,900 comes out of the Streets & Roads account (Multi-Modal and Magnolia Street Parking Lots). The remaining annual cost (\$22,180) is taken from the general fund.

The additional annual cost \$4,920 (\$410 per month) for the Library will come from the Library fund and the additional annual cost \$7,000 (\$650 per month) for the landscaping on Taylor will come from the General Fund. If additional services are required, the amount not exceed \$4,680 will come from the General Fund.

**Attachment**

- A. Resolution
- B. Amendment No 1 Dominguez Landscaping Services Contract
- C. Additional services quote
- D. Original Contract

**TOWN OF LOOMIS**

RESOLUTION NO. 18 - \_\_

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS  
AUTHORIZING THE TOWN MANAGER TO REVISE THE EXISTING CONTRACT WITH  
DOMINGUEZ LANDSCAPE SERVICES INC. IN AN AMOUNT NOT TO EXCEED \$51,528 PER YEAR**

WHEREAS, the Town desires to continue the services of Dominguez Landscape Inc.; and

WHEREAS, the Town desires to include the Library and the landscaping on Taylor Road; and

WHEREAS, the Town desires to include a provision for the contractor to implement additional herbicide, pesticide and watering requirements; and

WHEREAS, the Town Manager is seeking authorization from the Town Council to revise the existing contract from \$2,844 per month to \$46,848 per year; and

WHEREAS, the Town Manager is also seeking authorization from the Town Council to pay change orders in an amount not to exceed 10% of the revised Contract amount \$4,685 per year; and

**NOW, THEREFORE BE IT RESOLVED**, that the Loomis Town Council does hereby authorize the Town Manager to revise the existing contract with Dominguez Landscape Inc. in an amount not to exceed \$46,848 per year.

PASSED AND ADOPTED this 11<sup>th</sup> day of September, 2018, by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

**AMENDMENT NO. 1  
TO THE CONTRACT FOR SERVICES  
BETWEEN THE TOWN OF LOOMIS AND  
DOMINGUEZ LANDSCAPING SERVICES INC DATED FEBRUARY 2, 2015**

This Amendment No. 1 to the Contract for Services between the **Town of Loomis** ("Town") and **Dominguez Landscaping Services Inc** which was entered into on February 2, 2015, is made and entered into this First day of October 2018 (the "Effective Date").

**RECITALS**

**WHEREAS**, the Town and Dominguez Landscaping entered into the February 2, 2015 Contract for Services ("Contract"), to retain Dominguez Landscaping to provide landscape services to the Town; and

**WHEREAS**, the Town has identified additional landscape areas to be maintained; and

**WHEREAS**, the Town and Dominguez Landscaping now desire to approve a Contract Amendment to the Contract to increase the total allowable compensation under the Contract from \$2,844 per month to \$46,848 per year.

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by parties hereto to amend said Contract as follows:

- I. Amendment. Section 3.A of the Contract is hereby amended by replacing the figure \$2,844 per month with \$46,848 per year.
- II. Remaining Terms Unaffected:

Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

**IN WITNESS WHEREOF** the parties hereto have executed this Amendment as of the Effective Date.

**Town of Loomis**

**Dominguez Landscaping Services Inc.**

By: \_\_\_\_\_  
Sean Rabe, Town Manager

By: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Jeffrey Mitchell, Town Attorney

Attest:

By: \_\_\_\_\_  
Charleen Strock, Town Clerk



SERVICES INC.

Specialists since 1980
Residential \* Commercial \* Public Works
Licensed: Class A & C-27
State Contractor's License # 560128

August 14, 2018

Town of Loomis
3665 Taylor Road
Loomis, CA 95650

ATTN: Dave Strock
REF: Taylor Street Planters
SUB: Monthly Maintenance

Dear Mr. Strock:

We hereby propose to provide all labor, materials, and equipment to perform the following:

Scope of Work:

Provide weekly Maintenance services to the Taylor Street Planters to include general landscape maintenance services. We acknowledge and adhere to the scope of work that is currently in effect for all other locations for The Town of Loomis

- Monthly Maintenance.....\$650.00

TOTAL COST OF MONTHLY MAINTENANCE..... \$650.00 per/mo.

The total amount will be due upon completion of all work. We would like to thank you for the opportunity to submit this proposal. Upon approval, please sign and return to our office for our records.

Respectfully,

Handwritten signature of Jeff Calleri

Jeff Calleri
DOMINGUEZ LANDSCAPE SERVICES, INC.
California State Contractors Lic. C-27 & A #560128
California State Pest Control Lic. 01770-00000
California State Nursery Stock Lic. B2584.001

Accepted By: \_\_\_\_\_

Handwritten date: 8/15/2018

Date: \_\_\_\_\_

Date: \_\_\_\_\_



SERVICES INC.

Specialists since 1980

Residential \* Commercial \* Public Works

Licensed: Class A & C-27

State Contractor's License # 560128

April 27, 2016

Town of Loomis  
3665 Taylor Road  
Loomis, CA 95650

ATTN: Dave Strock  
REF: Loomis Library  
SUB: Monthly Maintenance

Dear Mr. Strock:

We hereby propose to provide all labor, materials, and equipment to perform the following:

**Scope of Work:**

Provide Monthly Maintenance services to Loomis Library; including irrigation, fertilization, and chemical/weed control.

- Monthly Maintenance.....\$410.00

**TOTAL COST OF MONTHLY MAINTENANCE.....\$410.00 per/mo.**

The total amount will be due upon completion of all work. We would like to thank you for the opportunity to submit this proposal. Upon approval, please sign and return to our office for our records.

Respectfully,

Jesus Perez  
DOMINGUEZ LANDSCAPE SERVICES, INC.  
California State Contractors Lic. C-27 & A #560128  
California State Pest Control Lic. 01770-00000  
California State Nursery Stock Lic. B2584.001

\_\_\_\_\_  
Accepted By:

4/29/2016  
\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Main Office: 8376 Rovana Circle, Sacramento, CA 95828 \* (916) 381-8855 \* 1 (800) 479-0222 \* Fax (916) 381-4796  
Vacaville Branch: 2140 Icon Way, Suite 300, Vacaville, CA 95688 \* (707) 448-8010 \* Fax (707) 448-8034  
Email: [dls@dominguezlandscape.net](mailto:dls@dominguezlandscape.net)  
Mailing Address: PO Box 292727, Sacramento, CA 95829

**TOWN OF LOOMIS**  
**LANDSCAPE MAINTENANCE AGREEMENT**

This Agreement is made on February 2, 2015, by the Town of Loomis ("Town") and Dominguez Landscape Services, Inc., ("Landscaper").

WHEREAS, the Town of Loomis wishes to contract for landscaping maintenance services in order to maintain the following locations within the Town,

Sunrise-Loomis Park  
Magnolia Street Parking Lot  
Multi-Modal Center & Blue Anchor Park & Parking Facility  
Town Corporation Yard  
Sierra College Blvd Median (Taylor Road to S. Town Limits)  
Hunter Oaks Subdivision (Entrance & Berm)  
Rachel Estates Subdivision (Entrance)  
Shelter Cove Subdivision (Entrance)

WHEREAS, Landscaper is available and qualified to provide such services;

NOW, THEREFORE, in consideration of the following covenants, the parties agree as follows:

1. Scope of Services. Under the general direction of the Loomis Town Engineer, Landscaper shall provide landscape maintenance services in a timely and professional manner outlined herein:

1a. Lawn Care (**Sunrise Loomis and Blue Anchor Park only**)

- (a) Landscaper shall mow the lawns once a week except for the winter months, during which time frequency of mowing will be determined by growing conditions, and edge twice per month, weather permitting, in order to maintain a neat and uniform appearance. Cuttings may be left on the lawn, but debris shall be promptly removed;
- (b) Landscaper shall fertilize the lawns with an industry accepted fertilizer suitable for the season as necessary or as directed by the Town Engineer; and
- (c) Landscaper shall apply broad-leaf and pre-emergent herbicides as required to keep the lawns continuously free from weeds. (Cost competitive organic alternatives for weed

abatement may be acceptable but must be approved by the Town Engineer before they are used).

1b. Pruning and Staking (**All sites**)

A. Trees

Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance typical of the species with proper safety clearance and structure.

- (a). The Landscaper shall maintain existing stakes and ties on all trees until such time as they are no longer needed for support, as determined by the Town. Stakes and ties shall be inspected at least twice yearly or as required by weather conditions, to prevent girdling of trunks and branches and to prevent rubbing that causes bark wounds. The Town shall be responsible for needed additional stakes and ties. Landscaper shall be responsible for installation and maintenance. Removed stakes shall be turned over to the Town.
- (b). Trees shall be checked annually and pruned as needed to insure proper growth in compliance with the following guidelines:
  1. Safety Clearance on Trees - maintain trees to achieve an eight foot (8') clearance for all branches over sidewalk and within the landscaped areas and fourteen foot (14') clearance for branches overhanging beyond curb line into the paved section of roadways to maintain safe vehicular and pedestrian visibility, clearance, and access.
  2. Remove all dead, diseased and insect infested branches and limbs. Report severe damage or hinging limbs that are above fifteen feet (15') to the Town immediately. Climbing spurs shall not be used.
  3. Prune branches that are rubbing on walks, fences, and buildings.
  4. Prune suckers, water sprouts, and other undesirable growth on trees.
  5. Special emphasis shall be placed on public and employee safety during all operations, particularly when adjacent to roadways.
  6. At the Landscaper's expense, all trimmings and debris shall be chipped, removed and disposed the same day at the Town's Corporation Yard, 6145 Mandarin Court, Loomis, CA. The chipped trimmings and debris shall be placed in the designated area/dumpster provided by the Town.
  7. All pruning shall be done using the Western Chapter of the International Society of Arboriculture's pruning standards, approved methods and techniques. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Shearing or "lopping" will not be permitted unless specifically approved by the Town. The Landscaper shall provide replacement trees and shrubs, at Landscaper's expense, if trees are "topped" or if the Western Chapter of the International Society of Arboriculture's pruning standards are not met.



8. All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting.
9. All limbs shall be lowered to the ground using a method that prevents damage to the remaining limbs.
10. All pruning equipment utilized shall be clean, sharp and expressly designed for tree pruning.

## B. Shrubs

Shrubs shall be pruned twice per year or more frequently as needed to maintain established height and shape or to prevent encroachment into other areas.

1. Prune hedges and shrubs to maintain eight foot (8') clearance above sidewalks and fourteen foot (14') clearance overhanging beyond curb line into the paved sections of roadways to achieve safe vehicular and pedestrian visibility, clearance, and access.
2. Remove all dead, diseased and unsightly branches. Remove all vines or other growth as it develops within any shrub/hedge. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas. Vines that cover sound walls are not to be removed unless directed to do so by the Town.
3. At the Landscaper's expense, all dead shrubs shall be chipped, removed and disposed the same day at the Town's Corporation Yard, 6145 Mandarin Court, Loomis, CA. Notify the Town prior to removal of shrubs/hedges. The chipped trimmings and debris shall be placed in the designated area/dumpster provided by the Town.
4. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming. In no case shall hedge shears be used as a means of pruning, unless prior authorization from the Inspector has been obtained.
5. All pruning cuts shall be smooth, leaving no stubs exposed. Ragged or chewed appearance is not acceptable.

## 2. Fertilization and Staking (**All sites**)

- (a) Landscaper shall apply fungicide, herbicide and pesticide of the types and in the amounts best suited to control pests, weeds and plant disease;
- (b) Landscaper shall apply insecticides of the types and in the amounts best suited to protect the plant material from damage, including that caused by slugs and snails; and

- (c) Landscaper shall be responsible for choosing, and paying for, fertilizers, chemicals and insecticides. The Town may make specific requests regarding the type of fertilizers, chemicals or insecticides used, as long as it is responsible for increase in costs that results.

### 3. Sprinklers and Drip Systems (All sites)

- (a) Landscaper shall check and adjust sprinkler valves and heads every two weeks, in addition to operating the sprinklers as required to maintain the landscaping;
- (b) Landscaper shall provide the equipment needed to repair all sprinkler valves, heads and water line breaks and the labor needed to repair minor valve and head problems and water line breaks;
- (c) Landscaper shall notify the Town of the cost of, and circumstances requiring, the replacement of parts or materials before such replacement is done;
- (d) The prior authorization of the Town Engineer is needed before the Town pays for replacement valves, timers, main lines or other parts.

### 4. Clean Up (All sites)

- (a) Landscaper shall keep the site free from trimmings, paper, rubbish or other objectionable materials;
- (b) Landscaper shall not leave trimmings or dirt on any paved, concrete or play areas;
- (c) Landscaper shall be solely responsible for waste materials on site, and in no event, shall Landscaper allow waste to be disposed of improperly; and
- (d) Landscaper shall be solely responsible for the weekly removal of leaves, paper and other debris, from the adjacent street pavement, sidewalks and landscaped areas

### 5. Equipment

- (a) Landscaper shall provide all equipment necessary to perform the services required of Landscaper hereunder, at its sole cost.

6. Emergency Services

Landscape shall respond to emergency calls and provide necessary services as dictated by the circumstances.

2. Time of Performance/Accountability. Landscape acknowledges that time is of the essence and shall complete all work as expeditiously as possible. Landscape shall in advance present to the Town Engineer a written schedule of work to be performed for each six month period, and shall keep a work diary detailing the work actually accomplished during that six month period. Landscape shall meet with the Town Engineer once every three months and compare the schedule of work with those items indicated as completed in the work diary. Landscape shall follow some form of landscape maintenance standards such as Sunset Landscaping or its equivalent, and be prepared upon request to explain and defend its applications and practices in the field against such standard. Landscape shall submit a monthly maintenance report summarizing work provided.

3. Compensation. For services rendered under this Agreement, Town shall pay Landscape based on the monthly rates in amounts not to exceed those stated for each of the locations as follows:

Sunrise-Loomis Park.....	\$622.00 per month
Magnolia Street Parking Lot .....	\$205.00 per month
Multi-Modal Center & Blue Anchor Park Parking Facility...	\$958.00 per month
Town Corporation Yard.....	\$190.00 per month
Sierra College Blvd Median.....	\$311.00 per month
Hunter Oaks Subdivision (Entrance & Berm).....	\$358.00 per month
Rachel Estates Subdivision (Entrance).....	\$47.00 per month
Shelter Cove Subdivision (Entrance).....	\$153.00 per month
Total	\$2,844.00 per month

In the event of an increase or decrease in the Western Regional Consumer Price Index the compensation hereunder shall be adjusted by a like amount not to exceed five (5) % per annum.

4. Methods of Payment. Payments by Town to Landscape shall be made in amounts based on the work completed monthly by Landscape. Each request for payment shall be supported by monthly progress reports (including the number of hours worked and the hourly rates). Within 30 days of receipt of these billings, Town shall make payment for verified work.

5. Termination. Town shall have the right to terminate this Agreement at any time without cause in which case Landscape shall turn over all documents covered by section 6., below, to the Town, and Town shall pay Landscape for all work actually performed to that point.

6. Records. All records, files, reports, etc., in possession of the Landscaper relating to the matters covered by this Agreement shall be the property of the Town, and Landscaper hereby agrees to deliver same to the Town upon termination of the Agreement.

7. Insurance. During the term of this Agreement, Landscaper shall maintain in full force and effect the following policies of insurance and provide the Town with certificates evidencing that the Town has been added as additionally named insured:

(a) General Liability. \$1,000,000 per occurrence for bodily and property damage. If Commercial General Liability Insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required per occurrence limit.

(b) Automobile Liability. \$300,000 per accident / \$100,000 each person for bodily injury; and \$100,000 for property damage.

(c) Worker's Compensation Insurance. In amounts required by law.

8. Amendments. Amendments to this Agreement shall be in writing and signed by the Town.

9. Indemnity. Landscaper is an independent Landscaper and its employees shall not be employees of or have any contractual relationship with the Town. Landscaper shall save and hold the Town harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Landscaper or its employees during the performance of this Agreement.

10. Assignability of Agreement. This Agreement contemplates the personal performance of the Landscaper and is based upon a determination of its unique competence and experience. Assignments of any or all rights, duties or obligations of Landscaper under this Agreement will be permitted only with the express written consent of the Town.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

ATTEST:

TOWN OF LOOMIS

By: Crockett Steub  
Town Clerk

By: Rhonda Morrill  
Mayor

APPROVED AS TO FORM:

DOMIGUEZ LANDSCAPE SERVICES, INC.

By: J. Mitchell  
Town Attorney

By: [Signature]  
Title: president