



STAFF REPORT

TOWN COUNCIL MEETING OF FEBRUARY 14, 2012

CONSENT ITEM

To: Town Council

From: Brian Fragiao, Director of Public Works/Town Engineer

Subject: TruGreen Landcare – Landscape Maintenance Second Amendment

Date: January 30, 2012

RECOMMENDATION:

Approve the Second Amendment with TruGreen Landcare to service the Blue Anchor Park and Parking Facility.

ISSUE AND DISCUSSION:

TruGreen Landcare has been maintaining the Sunrise-Loomis Park and Magnolia Street Parking Lot since 2000 and the Depot Parking Facility since 2004. In 2004, the contract with TruGreen was amended to remove landscape maintenance from two Assessment District Subdivisions. At the time, Good Nature Landscaping was providing landscape maintenance for the Hunters Oaks Assessment District and Loomis Corporation Yard. Good Nature is a smaller company and could handle the two assessment districts that TruGreen had been working on for a cheaper price. Staff considered Good Nature for the New Blue Anchor Park, but they do not have the resources and manpower to keep up with any additional sites. TruGreen has provided good service and has been responsive to any correction issues that occur in the field.

CEQA:

Exempt under Section 15301 (c)(Class 1), Existing Facilities” of the guidelines.

FINANCIAL AND/OR POLICY IMPLICATIONS:

The Landscape Maintenance of the Blue Anchor Park and Parking Facility will cost \$300/month or \$3,600/year. The funding will come from two different accounts. The Parking facility maintenance (\$150) will come from the Transportation Development Act (TDA) account and the Park maintenance (\$150) will come from the General Fund Reserve Account.

SECOND AMENDMENT TO AGREEMENT

The Agreement entitled "Landscape Agreement" entered into between the Town of Loomis [Loomis] and TruGreen LandCare [Landscape] is hereby amended on February 14, 2012 as follows:

Section 1. Section 1.A. Shall read, "Magnolia Street Parking Lot, Multi-Modal Transportation Center and Blue Anchor Park & Parking Facility"

Except as amended by this Second Amendment to Agreement, the Agreement shall remain in full effect. This Second Amendment to Agreement shall take effect on the date first written above.

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

ATTEST:

TOWN OF LOOMIS

By _____
Town Clerk

By _____
Town Manager

APPROVED AS TO FORM

TRUGREEN LANDCARE

By _____
Town Attorney

By _____

LANDSCAPING AGREEMENT

This Agreement is made on March 1, 2004, by the Town of Loomis ("Loomis") and TruGreen LandCare ("Landscaper").

WHEREAS, Loomis wishes to contract for landscaping services in order to maintain specified areas within Town; and

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, at the following specified locations, in the manner outlined herein:

- A. Magnolia Street Parking Lot and the Multi-Modal Transportation Center

1. Pruning and Staking

- (a) Landscaper shall prune, trim and shape, trees, shrubs and ground cover, as necessary to prevent interference with parking stalls, curbs, walkways, sprinklers, adjacent property and lines-of-site; as necessary to avoid potentially dangerous impediments; and as necessary to make the landscaping look appropriate from an aesthetic standpoint;
- (b) Landscaper shall stake and guy trees and shrubs as necessary, and shall be responsible for damage caused by a stake or guy hardware coming in contact with a tree or shrub; and
- (c) Landscaper shall remove dead trees and shrubs and notify the Town Engineer of the circumstances under which they were damaged. If trees, shrubs or ground cover parish due to the Landscaper's negligence, it shall be solely responsible for replacing the landscaping at its cost.

2. Fertilization and Staking

- (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

- (a) Landscaper shall check and adjust sprinkler valves and heads as necessary, 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

- (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

- (a) Landscaper shall respond to emergency calls and provide necessary services as dictated by the circumstances.

B. Rachel Estates Subdivision and Shelter Cove Drive

1. Pruning and Staking

- (a) Landscaper shall prune, trim and shape, trees, shrubs and ground cover, as necessary to prevent interference with curbs, walkways, sprinklers, adjacent property and lines-of-site; as necessary to avoid potentially dangerous impediments; and as necessary to make the landscaping look appropriate from an aesthetic standpoint;
- (b) Landscaper shall stake and guy trees and shrubs as necessary, and shall be responsible for damage caused by a stake or guy hardware coming in contact with a tree or shrub; and
- (c) Landscaper shall remove dead trees and shrubs and notify the Town Engineer of the circumstances under which they were damaged. If trees, shrubs or ground cover parish due to the Landscaper's negligence, the Landscaper it shall be solely responsible for replacing the damaged landscaping.

(2) Fertilization and Spraying

- (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

(a) Landscaper shall respond to emergency calls and provide necessary services as dictated by the circumstances.

2. Time of Performance/Accountability. Landscaper acknowledges that time is of the essence and shall complete all work as expeditiously as possible. Landscaper 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. Landscaper shall meet with the Town Engineer once every six months and compare the schedule of work with those items indicated as completed in the work diary. Landscaper 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.

3. Compensation. For services rendered under this Agreement, Town shall pay Landscaper based on the following hourly rates in amounts not to exceed those stated below for each of the four locations:

Hourly Rates

Maintenance Labor	\$21.00
Enhancement / Renovation	\$35.00
Irrigation Technician	\$55.00
Emergency Work	\$60.00
Arborist	\$60.00

Maximum Payments

<u>Locations</u>	<u>Monthly Not-to-Exceed Amounts</u>
Magnolia Street Parking Lot	\$200.00
Multi-Modal Center	\$375.00
Rachael Estates	\$130.00
Shelter Cove Drive	\$150.00.

4. Methods of Payment. Payments by Town to Landscaper shall be made in amounts based on the work completed monthly by Landscaper. 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 Landscaper shall turn over all documents covered by section

6., below, to the Town, and Town shall pay Landscaper 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 contractor 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 cause this Agreement to be executed on the date first written above.

ATTEST:

By Crickett Steats
Town Clerk

TOWN OF LOOMIS

By Miguel Bonich
Mayor

APPROVED AS TO FORM:
LANDSCAPE

By [Signature]
Town Attorney

TRUGREEN LANDCARE

By Gary Holt
Gary Holt

FIRST AMENDMENT TO AGREEMENT

The Agreement entitled "Landscaping Agreement" entered into between the Town of Loomis [Loomis] and TruGreen LandCare [Landscaper] is hereby amended on 7/8/08 as follows:

Section 1. Section 1.B. is deleted in its entirety.

Section 2. Section 3. is amended by adding the following thereto:

"Automatic Adjustment"

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."

Except as amended by this First Amendment to Agreement, the Agreement shall remain in full effect. This First Amendment to Agreement shall take effect on the date first written above.

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

ATTEST:

TOWN OF LOOMIS:

By Crockett Strak
Town Clerk

By [Signature]
Town Manager

APPROVED AS TO FORM.

TRUGREEN LANDCARE

By [Signature]
Town Attorney

By [Signature]
Gary Holt
TY WILSON