ITEM NO. 10

STAFF REPORT

CITY OF OCEANSIDE

DATE: December 5, 2007

TO: Honorable Mayor and City Councilmembers

FROM: Economic and Community Development Department

SUBJECT: **APPROVAL OF AN AMENDMENT TO THE MAINTENANCE SERVICES AGREEMENT WITH EXECUTIVE LANDSCAPE, INC. OF FALLBROOK FOR THE LANDSCAPE MAINTENANCE AND UPKEEP OF THE CITY'S THIRTEEN LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS**

SYNOPSIS

Staff recommends that the City Council approve Amendment 1 in the amount of $479,782.82 to the Maintenance Services Agreement with Executive Landscape, Inc., of Fallbrook for the landscape maintenance and upkeep of the City's thirteen Landscape Maintenance Assessment Districts, extending the term of the agreement from December 31, 2007, to December 31, 2008; and authorize the City Manager to execute the amendment.

BACKGROUND

The City administers the maintenance of the thirteen Landscape Maintenance Assessment Districts ("LMADs") within the city under a maintenance services agreement with Executive Landscape, Inc. of Fallbrook, California ("Executive"). The current maintenance services agreement with Executive expires December 31, 2007 ("Agreement"). The Agreement provides for two renewal options of one-year each under the same terms and conditions except for compensation, which shall be increased for each one-year period by the change in the consumer price index. Executive has requested the first of the one-year renewal options.

ANALYSIS

Staff has determined that Executive over the past contract period has provided a level of service acceptable under the Agreement. Executive has been responsive to the needs of the LMAD property owners and has a very good working relationship with the City's LMAD representative. The service to be provided by Executive during the renewal period of

January 1, 2008 through December 31, 2008 would be under the same terms and conditions of the Agreement except that the compensation will be increased by the change in the consumer price index. Based on the level of service provided, the working relationship between the City and Executive and the minimal increase in cost, the request for renewal of the Agreement for an additional year should be accepted.

FISCAL IMPACT

The current compensation for a one-year period under the Agreement as adjusted is $465,808.56. Per the Agreement compensation for the one-year renewal period would be further adjusted to reflect the change in the semi-annual Consumer Price Index for All Urban Consumers for San Diego, which is three percent. The three percent increase would adjust the compensation under the Agreement to $479,782.82. The increased cost under the Agreement will be charged prorata to the operating fund for each of the thirteen LMADs.

While the renewal of the Agreement is for a calendar one-year period, the renewal term actually covers part of two fiscal years for the LMADs. The renewal term covers the last six months of LMAD fiscal year 2007-2008 (January-June) and the first six months of fiscal year 2008-2009 (July –December). The thirteen LMADs have sufficient revenue to offset the proposed increase in compensation under the Agreement for both the balance of fiscal year 2007-2008 and for the first six months of fiscal year 2008-2009.

LMAD	Account Number	FY 07-08 Budget
Mar Lado	249.647296.5211	43,852
Guajome Ridge	250.647297.5211	18,892
Peacock Hills	251.647300.5211	4,499
Vista Del Rio	252.647305.5211	1,784
Sunset Hills	241.647310.5211	7,950
Mission Meadows A	242.647320.5211	2,405
Mission Meadows B	242.647321.5211	20,216
Sunburst Homes	243.647330.5211	3,167
Douglas Park	244.647340.5211	47,736
Vandegrift Annex	244.647341.5211	8,100
Rancho Hermosa	246.647360.5211	18,956
Santa Fe Mesa	247.647370.5211	56,700
Del Oro Hills	248.647380.5211	274,209
		$508,466

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be provided. The contractor shall also provide a performance bond for one hundred percent of the agreement price and a material and labor bond for fifty percent of the agreement price.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council approve Amendment 1 in the amount of $479,782.82 to the maintenance services agreement with Executive Landscape, Inc. of Fallbrook for the landscape maintenance and upkeep of the City's thirteen Landscape Maintenance Assessment Districts, extending the term of the agreement from December 31, 2007, to December 31, 2008; and authorize the City Manager to execute the amendment.

PREPARED BY:

Douglas E. Eddow
Real Property Manager

SUBMITTED BY:

Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager _____

Jane McVey, Economic & Community Development Director KB for JM

Teri Ferro, Financial Services Director _____

AMENDMENT NO. 1
TO
MAINTENANCE SERVICES AGREEMENT

This AMENDMENT NO. 1 TO MAINTENANCE SERVICES AGREEMENT is made this 5th day of December 2007 ("Amendment"), by and between the CITY OF OCEANSIDE, a municipal corporation ("CITY") and EXECUTIVE LANDSCAPE, INC. OF FALLBROOK, a California corporation, ("CONTRACTOR").

RECITALS

WHEREAS, CITY and CONTRACTOR entered into a Maintenance Services Agreement ("Agreement') dated November 18, 2005, for landscape maintenance services for the Landscape Maintenance Assessment Districts in the City of Oceanside;

WHEREAS, the Agreement provides for the CONTRACTOR to request extensions of the term of the Agreement for an additional two (2) consecutive one (1) year renewals; and

WHEREAS, CONTRACTOR is desirous of requesting the first of the two (2) consecutive one (1) year renewals and CITY is desirous of approving CONTRATOR'S renewal request.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

AGREEMENT

1. **Section 3 <u>TERM</u>, Subsection 3.01 Commencement** shall be amended to extend the original ending date of December 31,2007 an additional one (1) year to end on December 31, 2008.

2. **Section 3 <u>TERM</u>, Subsection 3.02 Renewal Options** shall be amended to reflect that CONTRACTOR may request extension of the term of the Agreement for only one (1) more additional one (1) year renewal period.

3. **Section 4 <u>COMPENSATION</u>, Subsections 4.01, 4.02 and 4.03** shall be deleted in their entirety and replaced with the following:

4.01 CONTRACTOR'S compensation for all work performed in accordance with this Agreement for the period of January 1, 2008 through December 31, 2008, shall be Four Hundred Seventy-Nine Thousand Seven Hundred Eighty-Two and 82/100 Dollars ($479,782.82). Cost per District and Unit Cost Schedule are set forth in Exhibit

"C-1" attached hereto and by this reference made a part of this Agreement.

4.02 City shall cause disposal fees to be waived at the green waste disposal site, 3300 ½ Oceanside Boulevard for disposal of 100 tons per year.

4.03 CONTRACTOR shall provide CITY monthly invoices for payment during the term of the Agreement. CITY will make payments within fifteen (15) days of the receipt of monthly invoices.

4. **Section 10 <u>EMERGENCY RESPONSE</u>.** shall be amended by replacing the reference to Subsection 3.16.5 with Subsection 4.01.

5. All other terms, conditions, covenants and provisions of this Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS THEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do herein agree to the full performance of this Amendment No. 1 to Maintenance Services Agreement.

CITY

THE CITY OF OCEANSIDE
a municipal corporation

By: _____
Peter A. Weiss
City Manager

APPROVED AS TO FORM

By: _____
City Attorney

"CONTRACTOR"

EXECUTIVE LANDSCAPE, INC. OF FALLBROOK
a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR'S SIGNATURE(S) MUST BE ATTACHED

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California)

County of San Diego)

On November 19, 2007 before me, K. Celaya, Notary Public
(here insert name and title of the officer)

personally appeared Edwin B. Earle

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

K. Celaya
Signature of Notary Public

K. CELAYA
COMM. # 1717449
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Jan. 16, 2011
INM1 INM1

(Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Oceanside
(Title or description of attached document)

Amendment No. 1 Maintenance
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☑ Corporate Officer
  Pres.
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CITY OF OCEANSIDE
LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICTS

EXHIBIT "C-1"

DISTRICT COST SCHEDULE

LMAD DESCRIPTION	SQUARE FEET	2008 MONTHLY	2008 ANNUAL
DEL ORO HILLS	3,769,805	$ 20,921.15	$ 251,053.85
DOUGLAS PARK	738,085	4,097.37	49,168.45
GUAJOME RIDGE	259,648	1,441.42	17,297.08
MAR LADO HIGHLANDS	602,740	3,345.78	40,149.36
MISSION MEADOWS - "A"	33,045	183.47	2,201.69
MISSION MEADOWS - "B"	277,853	1,542.38	18,508.61
PEACOCK HILLS	61,986	343.27	4,119.22
RANCHO HERMOSA	260,010	1,443.21	17,318.46
SANTA FE MESA	4,477,923	5,191.20	62,294.40
SUNBURST HOMES	43,560	241.66	2,899.90
SUNSET HILLS	108,900	606.57	7,278.80
VANDEGRIFT	125,279	488.31	5,859.75
VISTA DEL RIO	23,755	136.10	1,633.25
TOTAL		$ 39,981.90	$479,782.82

CITY OF OCEANSIDE
LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICTS

UNIT COST SCHEDULE **UNIT PRICES**

District irrigation and planting "extras" are paid for as either "Time and Material" or by established unit prices, whichever is less. Fill in the Unit Prices below.

1. Landscape

	Unit Price
Four inch pot	2.75
One-gallon shrub	9.75
Five-gallon shrub	22.10
Fifteen-gallon shrub	85.00
One-gallon tree	9.75
5-gallon tree w/2 - 8'x2" lodge pole stakes	39.00
15-gallon tree w/2 -10'x2" lodge pole stakes	122.00
24" box tree w/2 10'x2" lodge pole stakes	357.50
30" box tree w/2 10'x2" lodge pole stakes	845.50
36" box tree w/2 10'x2" lodge pole stakes	975.00
Ground cover @ 64 rooted cuttings	31.20
Soil prep per 1000 sq. ft. with 4 cu yds. nitrolized compost, 150 lbs. agricultural gypsum and 15 lbs. 15-15-15 commercial fertilizer	350.00
Hourly rate for landscape foreman	42.00
Hourly rate for landscape labor	38.00

2. Irrigation

Sprinkler heads - Rainbird or approved equal unless otherwise noted. Price includes all materials and labor for installation from tee to bottom inlet of head (not including tee). Include a Valcon ADV-XS on all head replacements.

Shrub spray on 12" riser w/swing & stake	14.30
1804 plastic pop-up w/swing	19.50
1804 as above w/built-in ADV	23.40
1806 plastic pop-up w/swing	26.00
1806 as above w/built-in ADV	29.90
1812 plastic pop-up w/swing	32.50
1812 as above w/built-in ADV	39.00
Shrub rotor w/stake (Hunter-S)	29.90
Above w/built-in ADV	39.00
Pop-up rotor (Hunter-P)	46.80

EXHIBIT "C-1"

CITY OF OCEANSIDE
LANDSCAPE MAINTENANCE
ASSESSMENT DISTRICTS

Above w/built-in ADV	54.60
12" pop-up rotor (Hunter-P)	67.60
Above w/built-in ADV	75.40

Valves - Rainbird or approved equal unless otherwise noted)
Includes materials/labor.

Rainbird 100 PEB	162.50
Rainbird 125 PEB	195.00
Rainbird 150 PEB	214.50
Rainbird 200 PEB	247.00
Rainbird 100 GB	312.00
Rainbird 125 GB	344.50
Rainbird 150 GB	370.50
Rainbird 200 GB	396.50
PRS option on valve	71.50
Wilkins 2" Pressure Regulator	403.00
Solenoid	67.60
1" Diaphragm	54.60
1 1/2" Diaphragm	61.10
2" Diaphragm	67.60

Irrigation Labor

Hourly rate for irrigation foreman	42.00
Hourly rate for irrigation labor	28.00

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EXHIBIT "C-1"