

August 4, 2020
Operations Services

**TITLE: RATIFY FOURTH AMENDMENT TO AGREEMENT WITH TERRA
LANDSCAPE IN THE AMOUNT OF \$626,820 FOR CITY-WIDE MEDIAN
AND MAIN STREET PLANTER BOWL MAINTENANCE SERVICES**

SUMMARY

The Parks Division of the Operations Services Department is responsible for landscape services for street medians, Main Street planter bowls, and Main Street sidewalk, curb, and gutter maintenance. The City has been under contract with Terra Landscape since October of 2016 to perform maintenance services for the aforementioned locations. Staff is proposing to increase the not-to-exceed total contract amount to \$626,820 and extend the term of their contract one additional year for median and main street planter bowl maintenance.

RECOMMENDATION

Authorize the City Manager to ratify the contract with Terra Landscape by increasing the not to exceed amount to \$626,820 for FY 2020/21 and extend the term of their contract one additional year for median and Main Street planter bowl maintenance.

FINANCIAL STATEMENT

The current annual value of the contract for FY 2019/20 is a not to exceed amount of \$620,000. Accounting for an annual Consumers Price Index adjustment of 1.1%, compensation for services shall not exceed \$626,820 for FY 2020/21. The Operations Services Department administers this contract and funding for on-going median and Main Street planter bowl maintenance is included in the FY 2020/21 Operations Services division budgets.

BACKGROUND

The Operations Services Department entered into a contract with Terra Landscape in October 2016 to perform landscape maintenance services in street medians, Main Street planter bowls, and Main Street sidewalk, curb, trash can, bench, and gutter maintenance. Maintenance services for street medians are performed four times per year. Each quarter a complete maintenance cycle of shrub pruning, dead plant removal, and weed abatement is performed on all City owned medians. Maintenance services for the downtown color bowls are performed weekly and include shrub pruning, dead plant removal, and irrigation maintenance. Additionally, Terra is responsible for two seasonal plant color changes in the spring and fall. Maintenance services for Main Street are performed on a weekly basis and include such activities as: sidewalk blowing, trash can cleaning, and gutter sweeping.

Submitted by:



Kathleen Yurchak
Director of Operations and
Water Utilities

Fiscal Review:



Tina Olson
Director of Finance

Approved by:



Nelson Fialho
City Manager

Attachments:

1. Fourth Amendment with Terra Landscape Corporation

Attachment 1

Contract #: 2017414

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement ("Fifth Amendment") is entered into this ____ day of July 2020 by the City of Pleasanton ("City") and Tree Sculpture Corporation hereinafter known as Terra Landscape ("Contractor").

Whereas, on October 1, 2016, the City and Contractor entered into a one-year agreement for Contractor services ("Agreement");

Whereas, the parties entered into a First Amendment to extend the Agreement to September 30, 2018; and

Whereas, the parties entered into a Second Amendment to extend the Agreement to June 30, 2019; and

Whereas, the parties entered into a Third Amendment to extend the Agreement to June 30, 2020 and amend the annual compensation not to exceed amount of \$620,000; and

Whereas, the parties desire to amend the Agreement to extend the Agreement to June 30, 2021 and adjust the annual compensation.

Now, therefore, in exchange for valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 4 of the Contract, "Term and Contract Renewal Option" is amended to read as follows: The Agreement shall be extended for an additional 12 month period from July 1, 2020 to June 30, 2021. Annual compensation shall reflect an increase of 1.1% which is the change in the Consumer Price Index for the San Francisco-Oakland-Hayward region for April 2020.

"Total compensation for this Agreement shall not exceed \$626,820.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

In witness whereof, authorized representatives of the parties have executed this Fourth Amendment to the Agreement as of the date and year first above written.

CITY OF PLEASANTON**CONTRACTOR**

Nelson Fialho, City Manager

By:

Signature

Print name

Title:

Attachment 1

Contract #: 2017414

ATTEST:

Karen Diaz, City Clerk

[If Consultant is a corporation, signatures must comply with California Corporations Code §313]

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

By: _____
Signature

Print name

Title: _____

Rev. 5/19