



REPORT TO CITY COUNCIL

DATE: JUNE 12, 2014
TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: GREG RAMIREZ, CITY MANAGER 
BY: ZACH MILLER, RECREATION MANAGER 
SUBJECT: APPROVAL OF AMENDMENT TO AGREEMENT BETWEEN CITY OF AGOURA HILLS AND MERCHANTS LANDSCAPE SERVICES, INC.

Since July 1, 2011, the City of Agoura Hills has contracted with Merchants Landscape Services, Inc., (Merchants) for citywide landscaping services. Staff has worked closely with the contractor during this time to maintain parks, medians, and interchanges throughout the City. Staff feels that Merchants has performed high-quality work during this time, and performed their existing scope of services at a very high standard.

Merchants' existing contract with the City called for an optional extension at the end of the initial 3-year contract. After meeting with Merchants, and identifying the needs of the City, we have agreed to present a one-year extension of the agreement to the City Council for consideration. The reason for a one-year extension and not a two-year extension is due to the fact we have ever-changing needs citywide, as it pertains to landscape services.

The primary change to the attached amendment is a \$20,000 increase in the contract due to landscaping services for the new Recreation Center, which will come on-line during FY 14/15. We will use the upcoming year to evaluate long-term landscape maintenance needs at the Recreation Center, as well as future changes to medians and maintenance due to the widening of Agoura Road.

The proposed agreement has been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends the approval of the attached First Amendment to Agreement between City of Agoura Hills and Merchants Landscape Services, Inc.

Attachment: First Amendment to Agreement

AGREEMENT (AMENDMENT) ROUTING SLIP FOR

Merchants Landscape Services, Inc.

Contractor Name (Up to \$25K and Over Amendment)

Attached, please find (check one of the following boxes):

- Note:** As all Amendment templates are customized, Outside Agency Amendment review and approval is required (Section 1) Complete Sections 1 and 2
- City Agreement Amendment Complete Sections 1 and 2 Special Amendment Complete Sections 1 and 2

Section 1 – Approve template and/or changes to insurance: Receive Department Head approval to amend agreement. Check with Risk Manager for insurance and/or template amendments. Risk Manager will authorize emailing City Attorney for amendment template review and approval. Attach City Attorney email response (approval) to this slip.

- | | |
|--|--|
| <input type="checkbox"/> _____ (Dept. Head Initials/Date)
Authorization to Amend Agreement | <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Approval to Forward to City Attorney |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Insurance Amended (See Notes Below) | <input type="checkbox"/> _____ Staff Initials(From No. 1 Below)
City Attorney Email Approval Attached |
| <input type="checkbox"/> _____ (Risk Manager Initials/Date)
Approve Template (See Notes Below) | <input type="checkbox"/> <u>AM</u> Staff Initials/Date <u>6/9/14</u>
Other (See Notes Below) |

Section 2 – Signed amendment received from Contractor. Sign/date and attach this routing slip to the proposed amendment and route to staff in the order listed below (i.e., 2-4). Submit the signed amendment, including the appropriate insurance and endorsement, with this completed routing slip, to the Risk Manager (insurance review/approval) who will forward to the City Clerk for final review/distribution. Amendments without the appropriate insurance attached will be returned to the department. A copy of the final amendment will be provided to the Contractor and the staff person (in Item No. 1 below)

1. [Signature] 6/9/14
Prepared by (Staff Name/Date)
3. [Signature] 6/10/14
Risk Manager – Date
(Insurance Review/Approval)

2. [Signature] 6/9/14
Department Head – Date
(Authorization to forward to Risk Mgr/Clerk)
4. _____
City Clerk – Date
(Format Review/Final Distribution)

- FOR CITY CLERK USE ONLY -

Year: 2014 Month/Day: _____

Amendment/Insurance Received: _____

To City Attorney for Signatures: _____

To City Manager/Mayor for Signatures: _____

City Attorney Email/Scope Attached: _____

Distributed to Contractor/Staff: _____

Laserfiche/Log/Index/File: By: _____

Insurance Logged: By: _____

Notes: No insurance changes to be

**FIRST AMENDMENT TO AGREEMENT FOR CONTRACTOR SERVICES
WITH THE CITY OF AGOURA HILLS**

NAME OF CONTRACTOR: Merchants Landscape Services, Inc.

RESPONSIBLE PRINCIPAL OF CONTRACTOR: Attn: Mark Brower, President

CONTRACTOR'S ADDRESS: 1510 South Lyon St. Santa Ana, CA 92705

CITY'S ADDRESS: City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
Attn: City Manager

PREPARED BY: Zach Miller, Recreation Manager

COMMENCEMENT DATE: July 1, 2014

TERMINATION DATE: June 30, 2015

CONSIDERATION: Amendment Amount: \$20,000/yr
Total Contract Price
Not to Exceed: \$324,668.00/yr

**FIRST AMENDMENT TO AGREEMENT BETWEEN
CITY OF AGOURA HILLS AND MERCHANTS LANDSCAPE SERVICES, INC.**

Landscape Services for the City of Agoura Hills

THIS **FIRST AMENDMENT** is made and entered into as of **July 1, 2014**, by and between the City of Agoura Hills, a municipal corporation (hereinafter referred to as "City"), and **Merchants Landscape Services, a Corporation**, (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:

a. On **July 1, 2011** the City and Contractor entered into that certain Agreement entitled "**Agreement for Contractor Services between the City of Agoura Hills and Merchants Landscape Services**", in the amount of **Three Hundred Four Thousand, Six Hundred Sixty Eight Dollars and Zero Cents (\$304,668)**,

b. On **July 1, 2014**, the City and Contractor entered into the **First Amendment** to that certain Agreement entitled "**Agreement for Landscape Services**," to add scope of work/extend the term of the agreement to **June 30, 2015** and to increase the payment in the amount of **Twenty Thousand, Dollars and Zero Cents (\$20,000)**.

c. The parties now desire to add scope of work, extend the term of the agreement to **June 30, 2015**, increase the payment in the amount of **Twenty Thousand, Dollars and Zero Cents (\$20,000)**, and to amend the Agreement as set forth in this Amendment.

2. Section **One** of the Agreement entitled "**TERM**" is hereby amended to read as follows:

"This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2015** unless sooner terminated pursuant to the provisions of this Agreement."

3. Section **Four** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

"The City agrees to pay Contractor monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The **FIRST** Amendment amount shall not exceed **Twenty Thousand, Dollars and Zero Cents (\$20,000)**, for additional **services related to the additional maintenance of the Agoura Hills Recreation Center located at 29900 Ladyface Ct.** for a

total Agreement amount of **Three Hundred Twenty Four Thousand, Six Hundred Sixty Eight Dollars and Zero Cents (\$324,668)**.

4. Exhibit **A** to the Agreement is hereby amended by adding thereto the items set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.


5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this **FIRST** Amendment to Agreement to be executed the day and year first above written.

CITY OF AGOURA HILLS

Merchants Landscape Services, Inc.
1510 South Lyon St, Santa Ana, CA 92705
Mark Brower, President
(800) 645-4881

William D. Koehler,
Mayor

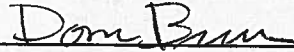
By: 

ATTEST:

Print Name: MARK BROWER

Title: PRESIDENT

Kimberly M. Rodrigues, MMC
City Clerk
Date Approved by City Council _____

By: 

Print Name: DONNA BROWER

APPROVED AS TO FORM:

Title: SECRETARY

[Signatures of Two Corporate Officers Required]

Candice K. Lee,
City Attorney

ATTACHMENT A

Attached hereto and incorporated herein is the additional scope of work and associated cost as provided by the Contractor.

Merchants Landscape Services will furnish all labor, equipment, tools, services required to perform landscape maintenance at the below referenced site. Maintenance of turf, shrubs, and trees will include, but not be limited to mowing, trimming, tree trimming (to 10'), pruning, watering, fertilization, weed control, cultivation, pest control, and clean-up. It is the intent to provide a landscape maintenance program to keep the site at a high level of quality. Irrigation maintenance will include operation of the system and adjustments. Merchants assumes that all irrigation is automatic and operational. This will be an all-inclusive price for all maintenance items as specified throughout this proposal.

Extra man hours will be provided by Merchants, by utilizing the additional 16 man hours that already exist in the contract. When this is not applicable T & M will be billed separately. Final approval by the City of Agoura Hills.

New Recreation Center (3x per week Service)	TOTAL	\$1935.00 month.
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