



## City Council Staff Report

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Date: APRIL 11, 2012 CONSENT CALENDAR

Subject: AMENDMENT #7 TO AGREEMENT NO. 5300, CONTRACT SERVICES AGREEMENT WITH MERCHANTS LANDSCAPE SERVICES FOR LANDSCAPE MAINTENANCE AT ANIMAL SHELTER.

From: City Manager

Initiated By: Director of Public Works/City Engineer

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### SUMMARY

Approval of this amendment will authorize Merchants Landscape Services, ("Contractor") to add the Animal Shelter to the list of facilities that require landscape maintenance services for a total increased amount of \$27,892 annually.

### RECOMMENDATION:

- 1) Approve Amendment No. 7 to Agreement No. 5300 in the amount of \$27,892.00 per year, for a total annual contract amount of up to \$1,257,156.17.
- 2) Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

In June 2006 City Council approved Agreement No. 5300 with Merchants Landscape Services ("Contractor") for the maintenance of parkways citywide. The original amount of this contract was \$573,728 per year. This Agreement had a 3-year term ending in June 2009 with two additional 2-year options renewable at the discretion of the City Manager and the mutual consent of Contractor. Both 2-year options were exercised such that the Agreement expiration date is now June 2013. In June of 2007 City Council approved Amendment No. 1 to this agreement adding maintenance of all Parks to this contract at an additional cost of \$602,875 per year.

In March 2008 City Council approved Amendment No. 2 to this Agreement for the planting of 135 tree wells downtown at a one time cost of \$82,948.95. The work under Amendment No. 2 has been completed. In December 2010 Council approved Amendment #3 at an increased annual amount of \$9,957.81 for additional medians and facilities and removing the County building. Amendment #4 reduced the annual amount by \$10,719.04 due to removing 3 areas from the maintenance list. Amendment #5 further reduced the annual amount by \$1,252.03 due to reduction in the amount of medians maintained as well as some one time increases and decreases concerning plants and over-seeding. Amendment #6 was a onetime cost for additional service on one facility for 1 month and 18 days.

The total Current Annual Contract is \$ 1,229,264.17 (which includes the 11/12 FY 1.54% CPI Increase). In January 2012 an amendment was proposed for this work in the amount of \$27,892. Staff was directed to discuss the increased costs with Randy Purnel, the Landscape Architect for the shelter. Staff met several times with Mr. Purnel and on February 27, 2012 he provided the City with a revised task list that significantly increased the number and frequency of tasks and therefore increased the cost of landscape maintenance at the shelter. Staff is therefore proposing the original scope of work from Randy Purnel's recommendation and asking for Council concurrence in the \$27,892 amount.

This Amendment #7 proposes to add the maintenance services, for the new Animal Shelter, located at 4575 East Mesquite Avenue, per the guidelines of the Animal Shelter's Landscape Architect, for an annual increase of \$27,892.00, for a total Amended Annual Contract Amount of \$1,257,156.17

FISCAL IMPACT:

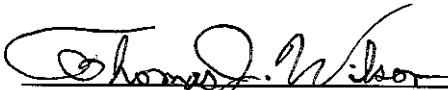
Sufficient funds are available in Account No. 001-2451-43240 (Parks Maintenance Other Contractual Services) for Fiscal Year 2011/12 and will similarly be budgeted for the subsequent fiscal year.

Submitted

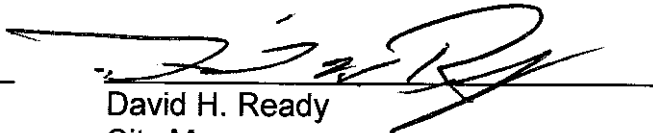


\_\_\_\_\_  
David J. Barakian  
Director of Public Works/City Engineer

Approved



\_\_\_\_\_  
Thomas J. Wilson  
Assistant City Manager



\_\_\_\_\_  
David H. Ready  
City Manager

Attachments:

1. Amendment No. 7
2. Randy Purnel Letter

AMENDMENT NO. 7 TO CONTRACT SERVICES AGREEMENT NO. 5300  
WITH MERCHANTS LANDSCAPE SERVICES, INC. FOR  
PARKS, PARKWAYS AND LANDSCAPE DISTRICT LANDSCAPE MAINTENANCE SERVICES

The following articles of Agreement No. 5300 are hereby amended as follows:

THIS SEVENTH AMENDMENT TO THE CONTRACT SERVICES AGREEMENT (herein "Seventh Amendment"), made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the City of Palm Springs (herein "City"), a charter city organized and existing in the County of Riverside, under the laws of the State of California, and Merchants Landscape Services, Inc. (herein "Contractor"), amends that certain Contract Services Agreement dated June 30, 2006 (herein "Agreement") by and between the same parties.

**SECTION 2.1 "Contract Sum"** - The Contract Sum of \$1,238,645.27 includes an additional annual charge for landscape maintenance for the new Animal Shelter located at 4575 East Mesquite Avenue, per the guidelines of the Animal Shelter's Landscape Architect, in the amount of \$27,892.00.

This Amendment#7 is for an annual cost of \$27,892.

Agreement Number:	5300
<u>Original:</u>	
City Council Approval:	June 30, 2006
Contract Amount:	\$ 573,728.00 (annually)
 <u>Amendment #1:</u>	
City Council Approval:	June 20, 2007
Amount of Amendment #1:	\$ 602,874.00 (annually)
 <u>Amendment #2:</u>	
City Council Approval:	March 19, 2008
Amount of Amendment #2:	\$ 82,948.95 (one time cost only)
 <u>Other Annual Increases:</u>	
Director of Parks & Rec Approval:	February 28, 2008
Indian @ Palermo Maintenance maintenance began 12/01/07	\$ 4,728.00
 <u>Other Annual Changes (Decreases):</u>	
Approved by Council:	March 5, 2008
Dissolution of District 6B	\$ ( 1,750.00)
Decrease of District 7 Costs	\$ ( 7,466.00)
 Approved by Council:	February 13, 2008
Asst Drctr of Parks & Rec Approval:	July 28, 2009
Decrease of District 8 Costs	\$ ( 4,870.00)
 <u>3.9% CPI Increase-2008/2009 FY:</u>	
Parkways	\$ 21,826.04
Parks	\$ 23,512.09
Indian@Palermo	\$ 184.39

Merchants Landscape Services  
Amendment No. 7, Page 2

Amendment #3 - \$9,957.81 Annually:

Eight Additional Landscape Maintenance Areas

Smoke Tree Commons	\$	8,919.00
Warm Sands Medians	\$	5,337.00
Sunrise Median @Enclave	\$	7,184.00
County Building	\$	22,821.00
New ABOP Center	\$	4,269.00
N/S Riverside Dr.	\$	989.64
Sunquitz Plaza Medians	\$	7,686.00
Escena Medians (V.C. east of GAT)	\$	8,028.72

Annual "as needed" R&R services \$ 5,000.00

Remove Convention Center & Lots \$( 60,276.55)

TOTAL Amount of A#3 \$ 9,957.81

Contract Amount Including A#3 \$1,222,724.32

Amendment #4 - \$(10,719.04) Annually:

Warm Sands Medians (Reduced)	\$(	4,826.16)
V.I.P. Motors (Removed)	\$(	7,183.65)
Camelot Villas (Removed)	\$(	3,709.23)

Additional Increase:

Annual "as needed" R&R services \$ 5,000.00  
(for a total of \$10,000 per year)

TOTAL Amount of A#4 \$( 10,719.04)

Contract Amount Including A#4 \$1,212,005.30

Amendment #5 - \$(4,130.26):

Additional SqFt of Tahquitz Median	\$	1,202.95	(annual increase)
Remove Caballeros/Alejo Median	\$(	2,454.98)	(annual reduction)
Additional Plants (MtnGateDist10-1)	\$	3,080.00	(one time cost)
Additional Plants (MtnGateDist10-2)	\$	6,701.50	(one time cost)
Reduce Dog Park Over-seeding	\$(	411.19)	(one time reduction)
Reduce DeMuth Park Over-seeding	\$(	12,248.54)	(one time reduction)

TOTAL Amounts of A#5:

Annual Decrease	\$(	1,252.03)
Total Amended Annual Contract (including 1.54% CPI for 11/12FY)	\$	1,229,264.17
Total One Time Decrease	\$(	2,878.23)

Amendment #6 - \$3,699.89:

New Animal Shelter (1mo&18days)  
(for period of Nov 13-Dec 31, 2011) \$ 3,699.89 (one time cost)

Amendment #7-\$27,892.00 Annually:

New Animal Shelter	\$	27,892.00	(annual increase)
Total Annual Contract	\$	1,257,156.17	
Charge to Account Number		001-2451-43240	

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Except as specifically amended by this Amendment No. 7, all terms and provisions of Agreement No. 5300 and all preceding executed amendments remain in full force and effect

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates stated below.

"City"  
CITY OF PALM SPRINGS

Date: \_\_\_\_\_ By: \_\_\_\_\_  
David H. Ready, City Manager

ATTEST:

By: \_\_\_\_\_  
City Clerk

"Contractor"  
Merchants Landscape Services, Inc.  
1639 East Edinger Avenue, Suite C  
Santa Ana, CA 92705

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Mark Brower, President



RPLA

RANDY PURNEL LANDSCAPE ARCHITECT  
44-536 Portola Ave. Palm Desert CA. 92260  
760.636.1922 rpurnel@rpla.net

October 29, 2011

Mr. David Ready  
Palm Springs City Manager  
3200 E. Tahquitz Canyon Way  
Palm Springs CA. 92262

Re; Palm Springs Animal Shelter Landscape Maintenance

Mr. Ready,

Per Allen Smoot I would like to present my intent of landscape maintenance for the new Animal Shelter.

**Background:** As you know early in the design this project was to signify the cities effort in contributing to sustainable design and achieve or meet a high LEED Standard. In doing so and to my enthusiasm I planned the landscape design to take advantage of as many opportunities as possible in establishing these standards; use of reclaimed water, selecting drought tolerate plantings, preserving the established indigenous Smoke Trees, minimizing the importing of inert materials and utilizing current technology in developing a smart irrigation system.

In my perception this sustainable effort should not stop at the design and development of the project but should carry on, extending the benefit for years beyond in maintenance practices, therefore my planting and irrigation design efforts will reflect maintenance savings through the following explanation.

**The design intent** is to allow the outer most perimeter of this property and the adjacent natural environment merge seamlessly into the inter most planned and built landscape.

- The ground plane including a finely established patina of natural occurring micro plantings will visually support this transition.
- All plantings are encouraged to develop as would be seen in their natural state.
- Smoke trees shall remain as is including perceived dead branches, which support the upper canopy and establishment habitat for various animals.
- Palm tree fronds shall be allowed to skirt as appear in their natural state and or shall meet City of Palm Springs ordinance.
- In this use, the Palo Verde, Palo Blanco and Mulga trees shall be allowed to grow to their full size with pruning only to prevent defects and promote good structure. Excessive pruning results in overgrowth, stress, shorten life span and place people and property at risk.
  - Prune only to ANSI Standards
  - Trees with good structure have;
    - Single dominant leader
    - Strong branch unions without bark inclusion.
    - A Balanced canopy
      - no lions-tailing
      - no over-lifting
  - Tree pruning dose shall be within the following guidelines.
    - Low pruning dose (5-20% of foliage removed)
    - High pruning dose (>-20% of foliage removed)
- All shrubs shall grow to their full size and shape, pruning only damaged or dead braches.
- Grasses shall remain full in form and shall grow to their natural shape. Excessive shearing to remove unattractive foliage will shorten the life of the plant. Plenty of water and hand removal of straw is recommended.
- Desert Accent plants shall grow to their natural shape with removal of only dead leaves. Undue removal of foliage is discouraged.
  - Agave weberi by design have been specifically placed in an array shown per plan. The loss of one or more of these plants will disengage this rhythm. Agave species in general have a predator that will kill any plant in a short amount of time, effort and expense shall not be overlooked in controlling pests associated to these plants.
- Flowering and Trailing Ground Cover shall grow to their natural shape with removal of only damaged or dead foliage.
  - Dalea greggii within raised planters are intended to build up and cascade up to and over the planters, softening the edges.
  - Over years Dalea greggii will build-up bulk, reduction shall be accomplished by selectively pruning and or thinning-out the bulk. Shearing is discouraged.
- Inert ground cover in close proximity of all public views shall remain clean from debris. The upper inch of soil shall be slightly cultivated exposing natural aggregate, establishing a clean and fresh appearance. Excessive raking is discouraged.

- Inert ground cover directly out of view from the public shall remain free from debris, routine raking or cultivating is not necessary and is discouraged but removal of foreign planting shall occur. The intent of these areas is to allow the native landscape merge into the planned landscape. Allowing native planting to populate is encouraged within reason. The balance of the native and planned landscape is subjective and shall be further discussed for determining what is appropriate for this site.

Water use can be greatly reduced as the plantings mature. The design intent is to supplement the indigenous plantings with only enough water to retain an appearance slightly improved than seen in their natural state. Excessive water will promote excessive growth, disease and stress that equates to increased and unnecessary maintenance, and shorten plant life.

Smart irrigation control is new technology and will be resistant to some. This system has been integrated into the design in order to minimize hours normally needed to adjust the seasonal watering schedule and to maximize water conservation. Proper understanding, programming and operation of this controller and related irrigation components are of most importance to achieve this goal. This tool shall not be disregarded.

Plant fertilization in general terms is not essential in the development and sustainability of desert plantings.

My belief is an unconventional approach to landscape maintenance practices shall occur to this site in order for the garden to mature and provide timeless beauty.

As a service to my most prominent projects, I offer gratis lifetime bi-annual review and consulting with the owners representatives and or maintenance team in order to retain the design intent, to further determine modifications in the care and to improve the gained knowledge to all.

Randy Purnel