

City of Piedmont
COUNCIL AGENDA REPORT

DATE: April 21, 2025

TO: Mayor and Council

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of the Award of a Contract for Professional Landscape Maintenance Services to Terra Landscape in the Amount of \$3,086,875.96, and a Finding that the Project is Categorically Exempt Under the California Environmental Quality Act (Section 15301)

RECOMMENDATION

By a single motion, take the following actions:

1. Approve the award of contract for Professional Landscape Maintenance Services to Terra Landscape based on their submitted bid of \$423,075.72 in FY 2025-26.
2. Authorize a 10% contingency in each fiscal year to address unforeseen irrigation repairs or vegetation replacement.
3. Find the project to be exempt under the California Environmental Quality Act Guideline 15301 (h).
4. Authorize the City Administrator to execute project related documents and future amendments.

BACKGROUND

Since 2003, the City has utilized the services of independent contractors to assist the City in the maintenance of parks and landscaped areas. The current agreement with Terra Landscape was entered into after a bid process in 2019. The existing agreement will expire at the end of FY24-25. In anticipation of expiration, Staff issued new bid documents on March 4, 2025.

Parks & Projects Manager, Nancy Kent, has managed the landscape maintenance agreement since 2015. Given her experience with this agreement and knowledge of Piedmont's public spaces, she has refined the scope of work and the bid specifications to ensure that contractors maintain City landscapes to the highest standards of horticultural excellence and sustainable practices. Other changes to the agreement include the addition of two new locations not previously covered by the existing agreement, which are the new community pool and the landscaped traffic island on St. James Drive.

DISCUSSION

Bid documents were developed and the project was publicly bid in accordance with City Ordinances and the Public Contract Code. On March 18, 2025, a mandatory pre-bid meeting was held at City Hall. Five contractors were in attendance. Bids were opened on April 2, 2025. Four bids were received and three were determined to be responsive. The non-responsive bidder, New Image Landscape, did not provide pricing for the entire scope of services.

The bids received for FY 2025-26 were as follows:

Rubicon Landscape:	\$863,987.51
Gachina Landscape Management:	\$506,175.72
Terra Landscape:	\$423,075.72
New Image Landscape	\$292,625.16 (non-responsive bid)

The bid from Terra Landscape has been checked and found to be mathematically correct and all information submitted with the bid is responsive to the requirements of the bid documents. Terra Landscape has a valid contractor's license and a valid Department of Industrial Relations registration number, required for public works projects.

Based on the bid received being both complete and responsive, staff is recommending award of the Professional Landscape Maintenance Services agreement to Terra Landscape.

SCHEDULE OF CONSTRUCTION

The existing landscape maintenance agreement expires at the end of this fiscal year. If the contract is awarded at this Council meeting, services covered by this agreement will begin on July 1, 2025.

FISCAL IMPACT

The budget for the contract landscape maintenance services is included in the FY2025-26 operating budget for Public Works under Contract Landscape Maintenance and Supplemental Services. The base cost of the contract with Terra Landscape is \$423,075.72 in FY 2025-26, with an additional 10% contingency of \$42,307.57, for a total contract value in FY 2025-26 of \$465,383.29.

The initial term of the agreement with Terra Landscape will be from July 1, 2025 to June 30, 2026. Per contract provisions, the agreement will be for one fiscal year and the City and Contractor have the option to annually renew this Agreement for up to five (5) additional one-year periods by mutual agreement. For annual renewals, Terra Landscape has the contractual right to increase labor rates by an amount not-to-exceed the Consumer Price Index (CPI). Without knowing future CPI increases, staff have assumed that CPI increases will average 4% until FY 2030-31 to project the not-to-exceed agreement amount of \$3,086,875.96. The cost breakdown by year is:

	Fiscal Year	Agreement Amount
Base Contract year	2025-26	\$ 465,383.29
Option year #1	2026-27	\$ 483,998.62
Option year #2	2027-28	\$ 503,358.57
Option year #3	2028-29	\$ 523,492.91
Option year #4	2029-30	\$ 544,432.63
Option year #5	2030-31	\$ 566,209.93
Total		\$ 3,086,875.96

CEQA CONSIDERATIONS

Work performed under this contract would be exempt from CEQA pursuant to CEQA Guidelines Section 15301(h), as it consists of maintenance of existing landscaping and native growth.

CITY ATTORNEY REVIEW

The attached Professional Services agreement has been reviewed and approved by the City Attorney.

By: Daniel Gonzales, Public Works Director
Nancy Kent, Parks & Projects Manager

CITY OF PIEDMONT
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES

EXHIBIT H
(SAMPLE PROFESSIONAL LANDSCAPE MAINTENANCE
SERVICES AGREEMENT)

AGREEMENT

The City of Piedmont, a California Municipal Corporation (“City”) enters into this Agreement, dated _____, 2025 with _____ (“Contractor”).

RECITALS

A. NOTICE INVITING BIDS. The City gave notice inviting bids to be submitted by 2:00 p.m., April 3, 2025, for the Piedmont Landscape Maintenance Services by soliciting bids in accordance with the City of Piedmont City Code and other applicable law.

B. BID OPENING. On April 3, 2025, at 2:30 p.m., City representatives opened the bids for the Piedmont Landscape Maintenance Services and read the bids aloud.

C. PROJECT AWARD. On _____, 2025, the City Council awarded the **FY25-26 Piedmont Landscape Maintenance Services** to the Contractor and directed City staff to send the Contractor written notice of award of the project. The City Council conditioned award of the project on the Contractor’s providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.

D. REQUIRED DOCUMENTS. The Contractor has provided the City executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.

AGREEMENT TERMS

The City and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the Piedmont Landscape Maintenance Services (“Work”) as shown in the Request for Proposals and in accordance with the applicable law.
2. LOCATION OF WORK. The Work will be performed at the following location:
Various locations within the City of Piedmont, California

3. CONTRACT TERM. The Contract term is for one (1) year from July 1, 2025, to June 30, 2026. The City and the Contractor may renew this Agreement for up to five (5) additional one-year periods by mutual written agreement between the parties. Each separate one-year renewal will be conditioned upon the Agreement being in effect immediately prior to the one-year renewal becoming effective ((i.e., there can be no gap of a year or any other period between the times the Contractor is performing its services for the City.) The parties agree that all other terms of the Agreement shall continue during any renewal period, provided that the base amount of compensation (the amount bid) to the Contractor may be increased by mutual written agreement of the parties annually to continue at the beginning of each one-year period by an amount not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (all items) (for San Francisco-Oakland, California, as published by the United States Department of Labor, Bureau of Labor Statistics, for the period immediately preceding the commencement of the option period in question.

4. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with all documents as included in the Request for Proposals and in consideration of the fulfillment of all of the Contractor's obligations as outlined in the Request for Proposals, the City will pay the Contractor in lawful money of the United States the total price of \$ **In Bold** (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated _____, 2025, and attached hereto and incorporated in this Agreement. Payment to the Contractor under this Agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The City will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this Agreement is first modified in accordance with its terms.

6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the City Public Works Department and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

7. THE CONTRACT DOCUMENTS. This Agreement consists of the following documents (“Contract Documents”), all of which are incorporated into and made a part of this Agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
 - 7.1 This Agreement and change orders and other amendments to this Agreement signed by authorized representatives of the City and the Contractor.
 - 7.2 The Request for Proposals issued for this project.
 - 7.3 The successful bidder’s completed Proposal Form and Bidder’s Sheet.
 - 7.4 The successful bidder’s completed Contractor License Information.
 - 7.5 The successful bidder’s Workers Compensation Insurance Certification.
 - 7.11 The successful bidder’s completed Non-Collusion Declaration.
 - 7.12 The successful bidder’s Debarment Certification.
 - 7.13 The successful bidder’s completed Certificates of Insurance and Endorsements.
 - 7.19 The successful bidder’s Qualification Statement, if any.
8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement.
9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the Public Works Department, for issuance of an interpretation and/or decision by an authorized Public Works Department representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the City. The decision of an authorized Public Works Department representative shall be final.
10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this Agreement, or any moneys due or to become under this Agreement, or any other right or interest of the Contractor under this Agreement, or delegate any obligation or duty of the Contractor under this Agreement without the prior written approval of an official authorized to bind the City and an authorized representative of Contractor’s surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the City and the Contractor’s sureties will be void and a material breach of this agreement subject to all available remedies under this Agreement and at law and equity.

11. CERTIFICATION REGARDING CONTRACTOR’S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type C-27 license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this Agreement subject to all available remedies under this agreement and at law and equity.
12. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract at Piedmont, California, the day and year first above written.

CITY OF PIEDMONT

Name of Contractor

By: Rosanna Bayon Moore, City
Administrator

Name of Signatory & Title

Attest:

Anna Brown, City Clerk

Approved as to Form and Legality:

, City Attorney
, Assistant City Attorney