



City Manager's Report
September 10, 2013 City Council Meeting
Prepared by: Steve Youel, Director of Community Services
Item #:

Subject: Adopt a resolution:

1. Authorizing the Community Services Director to award a Service Contract to TCS Turf in an amount not to exceed \$18,950.00 to provide turf restoration at Lions Park (CIP #41401); and
2. Authorizing the Community Services Director to execute the same.

Discussion: This project will restore damaged turf, remove weeds and improve surface drainage on the two softball outfields located at Lions Park. The condition of the turf has become increasingly deteriorated to the point of causing safety concerns. The current condition is the result of many years of extensive use.

Analysis: The project area will be on both outfields from the left field out of play line to the right field out of play line and the scope of work will include the following; 1.) Spray and kill the current grass and weeds on both fields, 2.) Top dress both fields with roughly 100 tons of topdressing material, 3.) Broom material after top dressing, 4.) Overseed both fields with Sports Turf Blend (90/10 Ryegrass/Blue and Dwarf Turf Type Tall Fescue) 5.) Initial application of starter fertilizer, 6.) 2nd application of fertilizer three weeks after initial application. Both fields will be fenced off during the project and remain closed to the public until the new turf has had adequate time to be established.

Cost: The City received two proposals for the project, one from Delta Blue Grass Company (\$22,750.00) and another from TCS Turf (\$18,950.00). TCS Turf submitted the lowest responsive bid that was able to meet established bid specifications and is therefore recommended for the project.

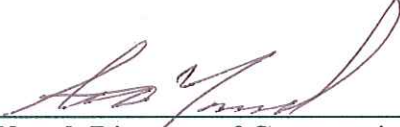
Budget Impact: The City Council adopted the Fiscal Year 2013/2014 CIP Budget which appropriated \$24,000.00 for the turf restoration at Lions Park (CIP #41401). The proposed contract amount of \$18,950.00 is below the \$24,000.00 budget.

Recommendation: Adopt a resolution:

1. Authorizing the Community Services Director to award a Service Contract to TCS Turf in an amount not to exceed \$18,950.00 to provide turf restoration at Lions Park (CIP #41401);and
2. Authorizing the Community Services Director to execute the same.

Attachment A: Service Contract


M. Cleve Morris, City Manager


Steve Youel, Director of Community Services


Dave Warren, Director of Finance

RESOLUTION NO _____

RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PLACERVILLE, AWARDING A SERVICE CONTRACT TO PROVIDE
TURF RESTORATION AT LIONS PARK (CIP#41401)

WHEREAS, the Community Services Department desires to obtain a Landscape Contractor to provide turf restoration at Lions Park; and

WHEREAS, TCS Turf, herein referred to as contractor, has submitted a responsive bid that meets terms, requirements and conditions of the project; and

WHEREAS, the City has determined that the provision of such services provided by the contractor are in the public's best interest, and are more economically and feasibly performed by a Landscape Contractor.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Placerville;

1. Authorizes the Director of Community Services to award a bid to TCS in the amount not to exceed \$18,950.00 to provide turf restoration to two softball fields located at Lions Park (CIP #41401) ; and
2. Authorizes the Director of Community Services to execute the same.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on September 10, 2013 by Councilmember _____ who moved its adoption. The motion was seconded by Councilmember _____.

The motion was passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor Wendy Mattson

Attest:

City Clerk Susan Zito



COMMUNITY SERVICES
DEPARTMENT
CITY OF PLACERVILLE
SERVICE CONTRACT

549 Main Street, Placerville, CA 95667
PHONE (530) 642-5250 FAX (530) 642-5228

SERVICE AGREEMENT

No: 1

**PROJECT: TURF RESTORATION AT LIONS PARK
SOFTBALL FIELDS**

PROJECT NO.#41401
REQUEST NO. 1
DATE: August 27, 2013

SERVICE LOCATION:

The Contractor will furnish all labor, equipment and materials for over seeding of two softball fields located at Lions Park, 3633 Cedar Ravine Rd., Placerville, CA

SUBMIT ALL INVOICES TO:
CITY OF PLACERVILLE
Community Services Department
549 Main Street, Placerville, CA 95667

Attention: Matt Lishman

Contractor:		Community Services Department	
TCS TURF 3115 Java Ct. West Sacramento, CA 95691		Contact Person:	Matt Lishman
Contact Person:	Anthony Camarena	Telephone No	530/642-5234
Telephone No.	(916) 500-1383	Fax No.	530/642-5236
Mobile No.			
Fax No.			
Contractor Lic. No.	776474		
Business Lic. No.	Pending		

Start Date	Completion Date	Insurance Requirement	Contact Amount
10/1/13	11/26/13	See Attached	Not to exceed \$18,950.00

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following. The project area will be on both outfields from the left field out of play line to the right field out of play line and include:

- 1.) Spray & kill the current grass and weeds on both fields.
- 2.) Top dress both fields with roughly 100 tons of topdressing material.
- 3.) Labor and equipment to spread roughly 80,000 sq. ft. on each field.
- 4.) Broom material after top dressing.
- 5.) Overseed both fields with sports turf blend (90/10 ryegrass/blue and dwarf turf type tall fescue).
- 6.) Initial application of starter fertilizer with 2nd application 3 weeks later.
- 7.) Installation of temporary fencing around the project.

Terms and Conditions:

- 1.) TCS Turf agrees to adhere to all conditions set herein.

Total Cost of Service Not to exceed \$18,950.00

ATTENTION: Total cost of service not to exceed the above amount without prior approval of the City.

The Contractor named hereon by the acceptance of this order agrees to the provisions of this Contract

TCS Turf:

By: _____

Title: _____

By: _____

Title: _____

CITY OF PLACERVILLE

By: _____

Steve Youel
Director of Community Services

1. Contractor shall hold harmless, defend and indemnify the City of Placerville and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City of Placerville.
2. The limits of insurance coverage specified above in no way limit the liability of Contractor for full payment and resolution of any claim resulting from Contractor's performance of services under this Agreement.
3. Contractor is an independent contractor, and shall not be considered an officer, agent, or employee of the City.
4. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
5. Time is of the essence of this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Placerville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices will be adhered to.
10. Insurance Requirements:

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

A. Workers' Compensation & Employers Liability

- Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Placerville.
- The policy must include a written waiver of the insurer's right to subrogate against the City of Placerville.
- Required Evidence of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability

- Commercial General Liability Insurance no less broad than ISO form CG 00 01.
- Coverage must be on a standard Occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent. Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate. The General Aggregate must apply separately to each project.
- Prior written consent is required if the insurance has a deductible or self-insured retention in excess of \$25,000.
- Coverage shall be continued for one (1) year after completion of the work.
- The City of Placerville must be an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. The City of Placerville shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" must include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("F" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the City of Placerville as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by the City of Placerville.
- Thirty (30) days' prior written notice of cancellation or material change must be provided to the City of Placerville.

- The policy must cover inter-insured suits and include a “separation of Insureds” or “severability” clause which treats each insured separately.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the City of Placerville is primary and non-contributory; and
 3. Properly completed Certificate of Insurance.

C. Automobile Liability

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage must apply to all owned, hired and non-owned vehicles.
- The City of Placerville must qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that the City of Placerville is an insured for its vicarious liability; and
 2. Properly completed Certificate of Insurance.

E. Documentation

- The Certificate of Insurance must include the following reference: Project Name
- The name and address for Additional Insured endorsements, Certificates of Insurance and Notice of Cancellation is: City of Placerville, 3101 Center Street, Placerville, CA 95667
- Current Evidence of Coverage must be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.