
File ID: 2024-01914

12/3/2024

Supplemental Contract: Weed Abatement Services in City Parks and Open Spaces [Published for 10-Day Review 11/21/2024]

File ID: 2024-01914

Location: Citywide

Recommendation: Accept and publish for review a **Motion:** 1) authorizing the City Manager or the City Manager's designee to execute Supplemental Contract No. 3 to City Agreement No. PRC002738 with Elite Service Experts for weed abatement services in the amount of \$337,089, increasing the total not-to-exceed amount to \$1,050,093 over the five-year term; and 2) resetting the City Manager's authority to execute contract supplements; and continue to December 3, 2024, for approval.

Contact: Shawn C. Aylesworth, Park Maintenance Manager, (916) 808-4070, scaylesworth@cityofsacramento.org, Youth, Parks, & Community Enrichment Department (YPCE)

Presenter: None

Attachments:

1-Description/Analysis

2-Supplemental Contract No. 3: Weed Abatement Services in City Parks and Open Spaces

Description/Analysis

Issue Detail: The Department of Youth, Parks, & Community Enrichment (YPCE) is responsible for providing weed abatement services for city parks and open spaces. Weed abatement is an annual safety requirement to remove dry weeds and keep grasses at a maximum height of 12" during fire season.

On April 2, 2024, Council authorized the City Manager or the City Manager's designee, to execute a contract (PRC002738) with Elite Service Experts for weed abatement services in City parks and open spaces for an amount not to exceed \$632,687 for a contract term not to exceed five years. (File ID: 2024-00710.)

On August 20, 2024, Council authorized the City Manager or the City Manager's designee, to execute Supplemental No. 2 to City Agreement No. PRC002738 with Elite Service Experts, bringing the total not-to-exceed amount to \$713,004. (File ID: 2024-01430.)

Due to the annual safety requirement to remove dry weeds and maintain grasses at a maximum height of 12" during fire season across the city, along with the addition of new parks and the need for a balanced workload for existing staff, supplemental and enhanced services are necessary.

YPCE is requesting authorization for the City Manager or the City Manager's designee to execute Supplemental Contract No. 3, increasing the not-to-exceed amount of the contract by \$337,089 (equal to the cost of the additional weed abatement services) to \$1,050,093. Approving Supplemental Contract No. 3 will allow YPCE to maintain City parks and open spaces effectively and meet the annual safety requirement for weed abatement.

Policy Considerations: The recommendations in this report are in accordance with the provisions of the City Code Chapter 3.56 related to the procurement of non-professional services and supplies.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E. 2.d.) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to Council action. This item was published for 10-Day review on November 21, 2024.

Economic Impacts: Not applicable.

Environmental Considerations: Under section 15301, subsection (h) of the California Environmental Quality Act Guidelines (14 Cal. Code of Regs., §§ 15000, et seq.), maintenance of existing landscaping is exempt from environmental review, as it involves no expansion of use.

Sustainability: The landscape maintenance services received under this contract will support the goals of the City of Sacramento's Sustainability Master Plan by contributing to the quality of life by promoting "greening" within the city.

Commission/Committee Action: None.

Rationale for Recommendation: On January 4, 2024, YPCE, in accordance with the City Code Chapter 3.56 issued Invitation for Bid No. B24191311004 for weed abatement services in City parks and open spaces. The City received 12 bid responses. The lowest responsive and responsible bidder was determined to be Elite Service Experts.

Financial Considerations: The original contract for the period beginning April 2024, had a not-to-exceed amount of \$632,687. Supplement No. 1 increased the contract total to \$678,738.79. Supplement No. 2 increased the contract total to \$713,003.79. The proposed Supplement No. 3, in the amount of \$337,089, will bring the total not-to-exceed to \$1,050,093 over the five-year contract.

There is sufficient funding in YPCE's current annual operating budget for this contract. Any future extensions of this contract will be subject to sufficient funding in the applicable fiscal years' budget.

Local Business Enterprise (LBE): Elite Service Experts is an LBE.

SUPPLEMENTAL CONTRACT

Project Title and Job Number: Weed Abatement Services in City Parks and Open Spaces
Purchase Order #:

Date: 11/01/2024
Supplemental Contract No.:3

The City of Sacramento ("City") and Elite Service Experts("Contractor"), as parties to that certain Non-Professional Services Agreement designated as Contract Number PRC002738, including any and all prior supplemental contracts modifying the contract (the contract and all supplemental contracts are hereafter collectively referred to as the "Contract"), hereby supplement and modify the Contract as follows:

1. The Scope of Services specified in Exhibit A of the Contract is amended as follows:

Addition of weed abatement services at Del Paso Regional Park – 3565 Auburn Boulevard.

Weed abatement services for Del Rio Trail are increased from one-time to two weed abatement services per year.

Weed abatement services for Northern Bike Trail are combined for a total of 67.25 acres, with all acres requiring two weed abatement services per year.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Contract for payment of Contractor's fees and expenses, is **increased** by \$337,089, and the Contract's maximum not-to-exceed amount is amended as follows:

| | |
|--|---------------------|
| Agreement's original not-to-exceed amount: | <u>\$632,687</u> |
| Net change by previous supplemental contracts: | <u>\$80,316.79</u> |
| Not-to-exceed amount prior to this supplemental contract: | <u>\$713,003.79</u> |
| Increase by this supplemental contract: | <u>\$337,089</u> |
| New not-to exceed amount including all supplemental contracts: | <u>\$1,050,093</u> |

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in schedules or in the delivery of other services by Contractor.
4. Contractor warrants and represents that the person or persons executing this supplemental contract on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental contract and bind Contractor to the terms hereof.
5. Except as specifically revised herein, all terms and conditions of the Contract shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Contract, as supplemented and modified by this supplemental contract.

[SIGNATURES ON FOLLOWING PAGE]

PRICING SCHEDULE

| Park/Location | Address | Acres | Initial Abatement Cost (\$550/acre) | Additional Abatement Cost (\$550/acre) | Total Cost |
|--------------------------------|-----------------------------------|-----------------|-------------------------------------|--|------------------------|
| Nino's Parkway | 920 W. El Camino Avenue | 31 | \$17,050.00 | \$17,050.00 | \$34,100.00 |
| Vacant Lot | 1900 Danbrook Drive | 4 | \$2,200.00 | \$2,200.00 | \$4,400.00 |
| Sand Cove Park | 2005 Garden Hwy | 2 | \$1,100.00 | \$1,100.00 | \$2,200.00 |
| Tanzanite Community Park | 2220 Tanzanite Avenue | 2 | \$1,100.00 | \$1,100.00 | \$2,200.00 |
| Vacant Lot | 2324 Thelma Avenue | 1 | \$550.00 | \$550.00 | \$1,100.00 |
| Bannon Creek Park & Parkway | 2780 Azevedo Drive | 2 | \$1,100.00 | \$1,100.00 | \$2,200.00 |
| Orchard Park | 2936 W. River Drive | 3 | \$1,650.00 | \$1,650.00 | \$3,300.00 |
| John Strauch Park | 3075 Northstead Drive | 2 | \$1,100.00 | \$1,100.00 | \$2,200.00 |
| Gateway Park | 3250 Norwood Avenue | 1 | \$550.00 | \$550.00 | \$1,100.00 |
| Leroy Green Bike Trail | Near 2632 Gateway Oaks Blvd | 2 | \$1,100.00 | \$1,100.00 | \$2,200.00 |
| Northern Bike Trail | Bike Trail along Altos | 63 | \$34,650.00 | \$34,650.00 | \$69,300.00 |
| John Mackey Memorial Park | 1828 Kenwood Street | 10.7 | \$5,885.00 | Not Needed | \$5,885.00 |
| Carl Johnston Park | 231 Eleanor Ave | 1.5 | \$825.00 | Not Needed | \$825.00 |
| Northern Bike Trail | Additional Acres | 4.25 | \$2,337.50 | Not Needed | \$2,337.50 |
| Del Paso Regional Park | 3565 Auburn Boulevard | 3.8 | \$2,090.00 | Not Needed | \$2,090.00 |
| Del Rio Trail | Bike Trail parallel to I-5 | 62.3 | \$34,265.00 | \$34,265.00 | \$68,530.00 |
| Northern Bike Trail | Bike Trail along Altos | 67.25 | \$36,987.50 | \$36,987.50 | \$73,975.00 |
| | | 195.55 | \$107,552.50 | \$98,752.50 | \$206,305.00 |

Subtotal 1st year \$206,305.00
 2nd year escalation factor 0 % Subtotal 2nd year \$206,305.00
 3rd year escalation factor 3 % Subtotal 3rd year \$212,494.15
 4th year escalation factor 0 % Subtotal 4th year \$212,494.15
 5th year escalation factor 0 % Subtotal 5th year \$212,494.15
TOTAL 5 Years \$1,050,092.45



Elite Service Experts, Inc.
 819 Striker Ave Suite 16
 Sacramento, CA 95834

Phone: (916) 568-1400
 Fax: (916) 568-1411
 service@elite.gs
 https://www.elite.gs

Bill to
A/P Processing Center City of Sacramento
 915 I Street
 Floor 4
 Sacramento, CA 95814-2608

Ship to
City of Sac Weed Abatements
 Longview Drive & Watt Avenue
 Sacramento, CA 95821

Quote #: q5394

Quote Date: 9/19/2024

| Item | Description | Quantity | Price | Amount |
|---------------------|---|----------|------------|------------|
| Landscape Proposal. | Landscape Proposal 1. Perform a weed abatement on all overgrown weeds and grass per customer provided map. | 1 | \$2,090.00 | \$2,090.00 |

PRICE REMAINS VALID FOR 10 DAYS FROM THE DATE OF THIS PROPOSAL ABOVE. PRICE IS BASED ON UNRESTRICTED ACCESS TO THE JOB SITE.

| | |
|---------------|-------------------|
| Subtotal: | \$2,090.00 |
| Tax: | \$0.00 |
| Total: | \$2,090.00 |
| Payments: | \$0.00 |

ANY DELAYS OR ADDITIONAL MOBILIZATIONS AS A RESULT TO ACCESSING THE JOB SITE COULD RESULT IN AN ADDITIONAL FEE BASED ON CURRENT TIME AND MATERIAL SERVICE RATES AND FEES.

BY SIGNING BELOW, YOU AGREE TO AND ACCEPT ANY ADDITIONAL CHARGES ASSOCIATED TO ADDITIONAL MOBILIZATIONS DUE TO DELAYS OUTSIDE ELITES DIRECT CONTROL.



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Sacramento, CA 95834

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Authorization

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT – MAY NOT EXCEED \$1,000 OR 10% OF THE CONTRACT PRICE, WHICHEVER IS LESS. PAYMENT IS DUE UPON COMPLETION OF WORK UNLESS OTHERWISE NOTED. The law requires that the contractor give you a notice explaining your right to cancel. By signing below, I certify the contractor has given me the following "Notice of the Three-Day Right to Cancel": --- You, the buyer, have the right to cancel this contract within three business days. You may cancel by a-mailing, mailing, faxing, or delivering a written notice to Elite at Elite's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, Elite must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to Elite at your residence, in substantially as good condition as you received them, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with Elite's instructions on how to return the goods at Elite's expense and risk. If you do make the goods available to Elite and Elite does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to Elite, or if you agree to return the goods to Elite and fail to do so, then you remain liable for performance of all obligations under the contract. By signing below, I certify that I am the Owner or the authorized agent of the premises listed herein. I have read and agree to the terms of this Agreement, including the section 17 on "Asbestos, Mold and Hazardous Substances" and any attached documents. Terms and Conditions I hereby authorize the proposed service, repair, or replacement and agree to pay the invoiced amount upon completion. I additionally certify that I am fully authorized to authorize this work and commit to payment.

Acceptance

I find the service and materials rendered and installed in connection with the work and any extra work (Change Order) mentioned in this Agreement to have been completed in a satisfactory manner. I agree that the amount set forth on this contract labeled "AMOUNT DUE" to be the total and complete price, unless otherwise noted. I authorize Elite Service Experts, Inc. to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.



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Sacramento, CA 95834

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Fax: (916) 568-1411
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<https://www.elite.gs>

EXCLUSIONS:

Design, architecture, engineering, and service consulting
Permits, inspections and associated fees
Prevailing Wage work
Unforeseen obstacles and circumstances beyond Elite's control
Anything else not specified in the Scope of Work

TERMS: All material is guaranteed to be as specified. All work to be completed in a professional manner according to best business practices.

Any alteration or deviation from above Scope of Work including extra costs will be added and completed only upon signed change orders and will become an extra charge over and above the price herein.

All schedules and services are contingent upon delays beyond Elite's control.

Costs associated with design, engineering, architecture, permits, inspections, etc. prior, during or after work performed is the responsibility of the Authorized agent, the company represented or both and not Elite unless included in Scope of Work.

Elite reserves the right to make progress billings for any work two or more weeks in duration including billing for materials purchased and/or ordered and paid for by Elite.

Progress invoices will be prepared and submitted at minimum one per month until 100% invoiced upon 100% completion.



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Attachments

1.



Map.png



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Bill to
A/P Processing Center City of Sacramento
915 I Street
Floor 4
Sacramento, CA 95814-2608

Ship to
City of Sac Weed Abatements
Del Rio Trail
Sacramento, CA 95822

Quote #: q6440

| Description | Amount |
|--|-------------|
| Landscape Proposal - March 2025 | \$34,265.00 |
| 1. Perform a weed abatement on all overgrown weeds and grass per customer provided maps for Del Rio Trail. | |
| Landscape Proposal - June 2025. | \$34,265.00 |
| 1. Perform a weed abatement on all overgrown weeds and grass per customer provided maps for Del Rio Trail. | |
| PRICE REMAINS VALID FOR 10 DAYS FROM THE DATE OF THIS PROPOSAL ABOVE. PRICE IS BASED ON UNRESTRICTED ACCESS TO THE JOB SITE. | |
| Subtotal: | \$68,530.00 |
| Tax: | \$0.00 |
| Total: | \$68,530.00 |
| Payments: | \$0.00 |

Acceptance

I find the service and materials rendered and installed in connection with the work and any extra work (Change Order) mentioned in this Agreement to have been completed in a satisfactory manner. I agree that the amount set forth on this contract labeled "AMOUNT DUE" to be the total and complete price, unless otherwise noted. I authorize Elite Service Experts, Inc. to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

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For additional Service and Warranty Terms and Conditions, please visit www.elite.gs/terms



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practices.

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Bill to
A/P Processing Center City of Sacramento
915 I Street
Floor 4
Sacramento, CA 95814-2608

Ship to
City of Sac (WA) - Northern Bike Trail
Northern Bike Trail
Sacramento, CA 95838

Quote #: q6480

| Description | Amount |
|--|-------------|
| Landscape Proposal - March 2025 | \$36,987.50 |
| 1. Perform a weed abatement on all overgrown weeds and grass per customer provided maps of the Northern Bike Trail. | |
| Landscape Proposal - June 2025 | \$36,987.50 |
| 1. Perform a weed abatement on all overgrown weeds and grass per customer provided maps of the Northern Bike Trail. | |
| PRICE REMAINS VALID FOR 10 DAYS FROM THE DATE OF THIS PROPOSAL ABOVE. PRICE IS BASED ON UNRESTRICTED ACCESS TO THE JOB SITE. | |
| Subtotal: | \$73,975.00 |
| Tax: | \$0.00 |
| Total: | \$73,975.00 |
| Payments: | \$0.00 |

Acceptance

I find the service and materials rendered and installed in connection with the work and any extra work (Change Order) mentioned in this Agreement to have been completed in a satisfactory manner. I agree that the amount set forth on this contract labeled "AMOUNT DUE" to be the total and complete price, unless otherwise noted. I authorize Elite Service Experts, Inc. to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

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Progress invoices will be prepared and submitted at minimum one per month until 100% invoiced upon 100% completion.

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: 
Ryan Petree (Nov 4, 2024 10:09 PST)

Title: Vice President

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *Jennifer Gore*

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: