

RESOLUTION NO. 6369-2021

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE  
CONTRACT WITH PARK LANDSCAPE MAINTENANCE FOR LANDSCAPE MAINTENANCE SERVICES  
in the City of Sebastopol, Sonoma County, California

WHEREAS, the City of Sebastopol has solicited quotes for landscape maintenance services; and

WHEREAS, Park Landscape Maintenance has submitted an acceptable proposal for the annual cost of \$24,000 for landscape maintenance of Parking Lots, Bulb Out Islands and Median landscape areas within the city; and

WHEREAS, for FY 21-22, the landscape maintenance services for General Fund is budgeted at \$24,000; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute contract with Park Landscape Maintenance for landscaping maintenance services.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 3<sup>rd</sup> day of August 2021, by the following vote:


The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 3<sup>rd</sup> day of August, 2021.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by City of Sebastopol City Council following a roll call vote:

**VOTE:**

Ayes: Councilmembers Hinton, Rich, Slayter, Vice Mayor Gurney and Mayor Glass  
Noes: None  
Absent: None  
Abstain: None

APPROVED:   
Mayor Una Glass

ATTEST:   
Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM:   
Larry McLaughlin, City Attorney

July 23, 2021

## MAINTENANCE PROPOSAL & AGREEMENT

Bill to: City of Sebastopol  
Public Works Department  
714 Johnson Street  
Sebastopol, CA 95472

Service Location: Multiple City Owned Properties  
Sebastopol, California, 95472

- 1) Park Landscape Maintenance, hereafter referred to as contractor, agrees to provide landscape maintenance services for the City of Sebastopol, California.
- 2) Work will be performed as described in Bid Specifications set forth by Park Landscape Maintenance, dated May 21, 2021, and included herein.
- 3) The rates for work not covered in contractor specifications are as follows:

A. Gardener/General Laborer	<u>\$ 33.00 per hour</u>
B. Foreman	<u>\$ 38.00 per hour</u>
C. Irrigation technician	<u>\$ 62.00 per hour</u>
D. Irrigation assistant	<u>\$ 42.00 per hour</u>
E. Supervisor	<u>\$ 62.00 per hour</u>
F. Consultation	<u>\$ 65.00 per hour</u>

- 4) Park Landscape Maintenance will make every effort to contact City of Sebastopol Public Works Department to gain verbal approval prior to any additional work. Park Landscape Maintenance reserves the right to repair/resolve any **urgent** landscape issues and bill as an extra, up to \$300.00 per month without written consent from the owner or approved agent.

### Price and Acceptance

It is agreed that services will begin on \_\_\_\_\_. Contractor shall provide landscape maintenance service in conformity with specifications. The agreement period is for one year. Payment is due the 10<sup>th</sup> of the month, net, no discount. 1.5% interest will be applied on all past due accounts. If payment is not current, contractor may stop service and keep work at site inactive until account is current. This will not be considered breach of contract and contractor is not responsible for site until work resumes after payment is current. Owner will be responsible for all fees related to collection should it be necessary.

Initials\_\_\_\_\_

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(Maintenance Proposal and Agreement for City of Sebastopol, continued)

Extension: The agreement will automatically be extended unless cancelled by either party with a thirty-day written notice. The extension shall not be limited to a specific length of time, nor shall it be limited to a specific number of extensions.

Parking Lots – Weekly Service

Burnett Street Lot  
Chamber of Commerce Lot  
South High Street

**Price for Parking Lots will be \$900.00 per month.**

Median Strip and area between sidewalks and fences – One time per month

Covert Lane, between Norlee Street and Ragle Road

**Price for Covert Lane will be \$300.00 per month.**

Crosswalk Bulb out Islands, both sides – Every other week service:

Petaluma Avenue @ Walker  
~~Petaluma Avenue @ Palm Avenue~~  
Palm Avenue @ Litchfield Avenue  
South Main Street @ Willow Street  
South Main Street @ Walker  
~~South Main Street @ Palm Avenue~~  
South Main Street @ Litchfield Avenue  
South Main Street @ Fannen Avenue  
North Main @ Keating Avenue  
North Main Street @ Analy Avenue  
Healdsburg Avenue @ Pitt Avenue  
Healdsburg Avenue @ Florence Avenue  
Healdsburg Avenue @ Murphy Avenue  
2 islands @ Sebastopol Avenue & Petaluma Avenue

**Price for Bulb Out Islands will be \$800.00 per month.**

**TERMS OF THIS AGREEMENT**

**Insurance**

Upon request, Park Landscape Maintenance will submit all necessary certificates of insurance.

- 1) Park Landscape Maintenance carries \$1,000,000.00 liability, \$2,000,000 aggregate insurance with Farmers Insurance Exchange.
- 2) Workers' Compensation Insurance is through Farmers' Insurance Exchange and limits are as mandated by the State of California.
- 3) The HCC Surety Group holds the bond on our contractor's license.

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(Maintenance Proposal and Agreement for City of Sebastopol, continued)

**Licenses and Permits**

Park Landscape Maintenance maintains all necessary permits and licenses required by The State of California and the County of which work is performed, including the California State License Board and California State Department of Pesticide Application.

**Payment**

Park Landscape Maintenance will bill the owner on (or about) the 25<sup>th</sup> of each month that services have been provided. **Payment is due the 10<sup>th</sup>** of the following month. Payment is delinquent if not received within thirty (30) days from the statement date. Interest of 2% per month will be billed on all past due balances. If collection becomes necessary, owner will be responsible for all costs related to collection. Park Landscape Maintenance reserves the right to stop work for such non-payment without this being considered a "Breach of Contract".

Agent's or Owner's name _____	Park Landscape Maintenance
Address _____	8106 Hansen Lane
City, State, ZIP _____	Sebastopol, California, 95472
Signature _____	Signature _____
Date _____	Date _____

July 23, 2021

PARK LANDSCAPE MAINTENANCE  
JOB SPECIFICATIONS  
FOR  
CITY OF SEBASTOPOL

SCOPE OF WORK

Park Landscape Maintenance shall furnish all labor, equipment, materials and supervision to properly maintain and landscape areas in an attractive condition the term of the contract.

WORKFORCE AND PERFORMANCE

- A. All work is to be performed in accordance with the standard horticultural practices, using modern technique accepted by the industry. The appearance and health of the landscape shall be considered over methods and procedures.
- B. All work is to be performed with the utmost concern for the safety to both the workers and the public.
- C. All work shall be scheduled to assure that horticultural tasks are completed at proper times. Schedules may vary throughout the year as weather conditions dictate.
- D. Park Landscape Maintenance shall replace or repair at its own cost anything damaged or broken by its employees or agents.

GROUND COVER & VINES

- A. Ground covers shall be kept within the designated areas. Invasive ground covers, such as ivy, shall be kept at least six inches from buildings and other structures.
- B. Ground cover shall be prevented from invading shrubs or climbing trees.
- C. Removal or pruning of ground cover or vines from buildings when a ladder, interior office or roof access is required shall be considered an extra.

WEED CONTROL IN GROUND COVER

- A. Certain ground cover may not be susceptible to selective control. Agricultural grade vinegar will be used.
- B. This agreement does not include hand-pulling of weeds. Smaller weeds will be sprayed, while larger weeds will be cut using a string-trimmer followed by a spray of agricultural grade vinegar.

SHRUB, PERENNIALS AND ORNAMENTAL GRASSES

- A. Shrub pruning shall promote structural strength and accentuate the plants natural forms and features within the limitations of space and the need for safety. Hedging or shearing of shrubs will be performed when is called for by design, plant type or desire, or if previous practices command.

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- B. Perennials and grasses will be pruned hard seasonally to help promote new growth.
- C. Corrective pruning of previous inappropriately pruned plants can be performed under separate agreement.
- D. Cutting of any shrub into the "hard wood" will be considered under separate agreement.
- E. Removal of shrubs and plant material that has died or has been damaged by acts of God will be cut to ground level and billed accordingly. Removal of plant material at ground level is not considered grinding the roots. Root grinding will be an extra.
- F. Pruning shall be performed during the appropriate season for specific plant material.

TREE PRUNING

- A. The following procedures are limited to trees entirely within eight (8) feet in height. Pruning shall promote structural strength and accentuate the plant's forms and features within the limitations of space.
- B. No care, inspection or maintenance is provided for trees that exceed the eight (8) feet height limit. Park Landscape is not responsible for safety of such trees or their branches and advises that a certified arborist be called to evaluate these trees. The service of a certified arborist could be provided under an additional agreement.

IRRIGATION AND WATERING

- A. Automatic irrigation controller adjustment will be performed by contractor. System will be activated and deactivated as weather permits.
- B. All repairs of irrigation system will be reported to the City of Sebastopol landscape liaison.
- C. Hand watering of landscaped areas not covered by automatic sprinkler systems shall be the sole responsibility of the City Park Landscape Maintenance does not assume responsibility for any plant material because of lack of or excess watering by owner.

DEBRIS AND LITTER

- A. All plant debris accumulated as a result of normal maintenance operations shall be removed from the site and disposed of at City provided locations.
- B. Debris and litter shall be removed from the landscaped areas when the property is serviced.
- C. Unusual or excessive debris will be reported to City landscape liaison.

PEST CONTROL

Control of any pest, insect or rodent, anywhere in the landscape is not included.

EMERGENCY VISITS

When contractor is required to make site visits due to emergency repairs, adjustments or other need, a minimum fee of \$75.00 will apply.

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EXCLUSIONS

- A. Park Landscape Maintenance shall not be responsible for vandalism, theft, adverse natural conditions or anything beyond the control of the contractor, including uncontrollable pest or disease and extreme weather conditions or wildfire.
- B. Control of gophers, moles or other invertebrates is not included.
- C. Park Landscape Maintenance will not collect and/or dispose of animal waste or carcass.

HOLIDAYS AND WORK HOURS

- A. Normal working hours are 7:00 AM to 3:30 PM Monday through Friday. Any work requested before or after these hours will be billed at the overtime rate.
- B. All work is weather permitting. Weekly visits may be less frequent and shorter during winter months.
- C. Park Landscape Maintenance observes the following holidays:  
New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the Friday after, and Christmas Day.
- D. If your site is scheduled for a regular maintenance visit on a holiday, your visit may or may not be rescheduled.

INSURANCE

Park Landscape Maintenance shall carry, at its own expense, workers' compensation insurance covering its employees, public liability of the existing law and all necessary licenses and permits to perform business in the State of California.

THE FOLLOWING ARE NOT INCLUDED IN ROUTINE MAINTENANCE, BUT MAY BE AVAILABLE UNDER AN ADDITIONAL AGREEMENT

- A. Initial clean-up, if necessary. (Major pruning of overgrown/out-of-control plant material, removal of litter and debris and adjustment of irrigation system.)
- B. Irrigation repairs.
- C. Insect, rodent or disease control.
- D. Seasonal color or annuals.
- E. Renovation of landscapes.

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