



**Town of Gordonsville, Virginia
Agenda Item Summary
June 27, 2022**

<p><u>AGENDA ITEM 11a</u> New Business</p> <p><u>AGENDA TITLE:</u> Consideration of Renewal of Contract for Landscaping Services.</p> <p><u>PRESENTER:</u> Mayor Robert Coiner</p>	<p><u>DISPOSITION:</u> <input checked="" type="checkbox"/> Action Required <input type="checkbox"/> For Discussion <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Closed Session <input type="checkbox"/> Informational</p> <p><u>ATTACHMENTS:</u> <input checked="" type="checkbox"/> yes <input type="checkbox"/> no</p>
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BACKGROUND:

In March 2018, Council authorized the Town Manager to sign a contract with Natural Flow Landscape and Garden Design for landscaping services in the town. The term of the contract when executed was for one year, April 1, 2018 through June 30, 2019 for the first year, and July 1st through June 30th for each year thereafter, to be renewed on an annual basis upon agreement of both parties.

As Council is aware, Natural Flow Landscape and Garden Design wishes to renew their contract with the Town, but is requesting the monthly fee be increased from \$850 per month to \$1,100 per month, a 29% increase that is the result of an increase in fuel, staffing and material costs.

As a follow-up to Council’s May 16, 2022 meeting when staff notified Council of the increase and of the intent to solicit bids for landscaping maintenance services, staff reached out to six different local landscaping firms and received no other proposals for service. As such, staff wishes to continue a contractual relationship with Natural Flow for landscaping maintenance within the town. The contract and policies are attached for Council’s consideration.

STAFF RECOMMENDATION:

Staff recommends that Council authorize the Town Manager to renew the contract with Natural Flow Landscape and Garden Design for landscaping maintenance services in the town, as presented.

MOTION FOR CONSIDERATION:

“Motion to authorize the Town Manager to renew the contract with Natural Flow Landscape and Garden Design for landscaping maintenance services in the town, as presented.”

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LANDSCAPE MAINTENANCE CONTRACT

Client Name: *Town of Gordonsville*

Landscape Services Provided *Recurring landscape maintenance, three times monthly. In the event of inclement weather, we will return at the first available opportunity.*

Landscape Maintenance Services shall include, but not be limited to:

***Shrub and small tree care:** *Maintenance of shrubs and small trees including but not limited to watering, pruning, trimming, fertilizing, and replanting.*

***Annual and/or perennial plant care:** *Maintenance of annual and/or perennial plants including but not limited to watering, trimming, fertilizing and planting of perennials and/or seasonal annuals (specifically, providing color for Easter, Mother's Day, and July 4th).*

***Weed, pest and disease control:** *Weeding of all landscaped areas and utilizing herbicides and pesticides as needed for weed and disease control.*

***Mulching:** *Maintenance of all mulched areas of landscaped beds, around shrubs and small trees, to ensure proper coverage for erosion control and inhibiting weed growth.*

Areas covered by these services include but are not limited to the following:

- *Cooke Memorial Park located on Main Street, adjacent to Town Hall.*
- *Landscaped area around Verling Park and Dix Memorial Pool, including the Verling Park sign located at the intersection of Market Street and Allen Street.*
- *Town Hall grounds and parking area; including landscaped areas along the railroad track behind Town Hall.*
- *Landscaped area in front of the Gordonsville Business Center.*
- *Three landscaped areas around the Main Street railroad overpass.*
- *Landscaped bed located between the railroad tracks and South Main Street along the sidewalk in front of the Exchange Hotel.*
- *Landscaped area within the Town traffic circle and other traffic islands to be developed in the future.*
- *Downtown area planting beds in the sidewalks along Main Street and in the*

medians from High Street north to King Street.

Additional information regarding general rates and policies is included in the attached "Garden Maintenance Service Rates and Policies."

Client Responsibilities Client signature is required on this contract. Please read over the attached form labeled 'Garden Maintenance Service Rates and Policies' for more general information, not all specific to this job, with the exception possible delivery, disposal and equipment fees. Client agrees to allow full access to the property to Natural Flow Landscape & Garden Design and all subcontractors.

Terms of Payment Our fee for the above is \$1,100.00 per month. Material cost, to include plant material, fertilizer, herbicides, pre-emergence and mulch will be billed on an as needed basis, not to exceed \$5,000 annually.

All balances are due upon completion of work and upon receipt of invoice. Invoices shall be delivered on a monthly basis and are due upon receipt. Material cost will be billed separately, as to reduce waste of product. Should there be any questions or concerns over an invoice it is the client's responsibility to contact Natural Flow Landscape & Garden Design upon receipt of invoice. Natural Flow Landscape & Garden Design may cease work if any balances remain unpaid for a period of 30 days or more.

Warranty (a) Except as more specifically set forth below, Natural Flow Landscape & Garden Design warrants all workmanship to be free from defects for a period of one year from end of contract, with a one-time replacement, provided that notice shall promptly be given to Natural Flow Landscape & Garden Design in writing upon discovery of the defect within the one-year warranty period.

"Completion" means after final billing by Natural Flow Landscape & Garden Design for completion of job. Owner waives all other warranties, whether expressed or implied, including warranties of fitness and merchantability. This warranty is subject to (1) limitation of any manufacturer's guarantee on equipment purchased by Natural Flow Landscape & Garden Design or its subcontractors for use in the construction;(2) the equipment and /or fixtures being free of damage from abuse, freezing, negligence, or accident and (3) the equipment and/or fixtures being repaired and/or maintained exclusively by Natural Flow Landscape & Garden Design or subcontractors duly authorized by Natural Flow Landscape & Garden Design. Notwithstanding this warranty, Natural Flow Landscape & Garden Design shall not be responsible for work or damage done by others, damage due to neglect, improper use, or inadequate maintenance.

(b) All hardscape installation is warranted for one year from the date of installation, for a one-time replacement by Natural Flow Landscape & Garden Design. **NATURAL FLOW LANDSCAPE & GARDEN DESIGN SHALL NOT BE RESPONSIBLE FOR DAMAGE TO HARDSCAPE FROM SHIFTING SOILS, INCLUDING BUT NOT LIMITED TO AROUND THE FOUNDATION OR SIDEWALKS.**

(c) Natural Flow Landscape & Garden Design offers a 1 year, ONE TIME warranty, on all plant materials unless specifically excluded. Annuals and foliage plants used for seasonal planting purposes are warranted for the season in which they are planted. This warranty does not apply until any and all outstanding balances due to Natural Flow Landscape & Garden Design are paid in full. We reserve the right to substitute warranty plant materials based upon availability at time of replacement. Plant materials are not warranted against winter kill, extreme weather events, drought conditions, owner neglect, damage from animals (domestic or wild), theft, or vandalism. The following are excluded from this warranty:

- Plant material installed in planters, pots, or other above-ground containers.
- Existing plant material transplanted or moved.
- Sod, grass seed or other turf material.
- Plant material purchased at a discounted, sale, or special price
- Plant material serviced by an irrigation system not installed by or not serviced by Natural Flow Landscape & Garden Design.

Cancellation If either party wishes to terminate this agreement for any reason, it may do so by serving 30 days written notice to the other party. Both parties shall perform services and pay for such services until the expiration of such 30 days. No additional material cost shall be incurred or imposed during such 30-day period.

Term of contract Contract shall be for one year, to begin April 1st, 2018 through June 30th, 2019 for the first year, and July 1st - June 30th for each year thereafter, to be renewed on an annual basis upon agreement of both parties.

Entire Agreement This agreement constitutes the entire agreement of the parties. No representations, promises, terms, conditions, obligations or warranties whatsoever referring to the subject matter hereof, other than those expressly set forth herein, shall be of binding legal force of effect. No modification of this agreement shall be made unless in writing, signed by both parties. This agreement shall be constituted in accordance with the laws of the State of Virginia.

Accepted By:

Town of Gordonsville

_____ Date: _____
(signature)

Printed Name: Deborah S. Kendall, Town Manager

Natural Flow Landscape & Garden Design:

_____ Date: _____

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