

**MOORPARK CITY COUNCIL  
AGENDA REPORT**

**TO:** The Honorable City Council

**FROM:** Jeremy Laurentowski, Parks and Recreation Director

**BY:** Allen Walter, Landscape and Parks Superintendent *SL*

**DATE:** March 25, 2015 (CC Meeting of April 15, 2015)

**SUBJECT:** Consider Amendment to Agreement with Parkwood Landscape Maintenance, Inc., for Landscape Maintenance Services at 1493 Walnut Canyon Road and the Sound Walls at the 23 Freeway Off Ramp at Tierra Rejada Road

**DISCUSSION**

On September 29, 2014, the City and Parkwood Landscape Maintenance, Inc., entered into an Agreement pertaining to landscape maintenance services for the City's Landscape Maintenance District Citywide Zones, Zones of Benefit, and Miscellaneous Properties. With the Contractor's mutual consent, the term of this Agreement may be extended for three, additional one-year terms.

In October 2014, the City purchased a residential property located at 1493 Walnut Canyon Road. The property will be used as a rental property until needed for construction of the North Hills Parkway and will require weekly landscape maintenance services. In November 2014, construction was completed on two sound walls located on the southbound 23-freeway off ramp at Tierra Rejada Road. The sound walls were constructed with a decomposed granite walkway for maintenance activities, irrigation, and climbing vines to cover the walls to reduce graffiti activity, and will also require ongoing landscape maintenance services.

The 23-freeway sound walls and 1493 Walnut Canyon Road property were acquired after approval of the City's Agreement with Parkwood Landscape Maintenance, Inc., therefore, the properties were not included in the September 2014 Agreement. Staff is requesting the City Council amend the 2014 Agreement to include the 23-freeway sound walls and 1493 Walnut Canyon Road properties to provide landscape and irrigation maintenance services as described in Scope of Services and increase the Agreement compensation by \$12,168. The addition of these properties to the Agreement compensation shall increase to \$285,204, plus a 15% contingency of \$42,780, for a total contract cost of \$327,984 for the initial twelve (12) month term of the Agreement, and for every subsequent year that the contract is extended.

Staff is also recommending a revision to Parkwood Landscape Maintenance, Inc., Agreement, Exhibit B, Section J, TRAFFIC CONTROL, by replacing paragraph 1, in its entirety with the following:

“J. TRAFFIC CONTROL:

1. Contractor shall conform to all California Vehicle Code and CAL OSHA requirements and operating rules at all times this Contract is in effect. Contractor shall obtain an annual City Encroachment Permit and adhere to such conditions for street work. Contractor shall also adhere to the requirements of the Caltrans Encroachment Permit for all work within the State Highway right-of-way, and shall adhere to all State specifications and special provisions contained in that Encroachment Permit. Contractor shall conduct all work in a manner that will insure continuous traffic flow on all streets and State highways at all times. In situations where it is necessary to restrict traffic flow, the Contractor shall contact the City Public Works Inspector and Caltrans when working within the State's right-of way, prior to start of work. Contractor shall be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include high visibility arrow board. Prior to closing lanes and/or interfering with the flow of traffic, Contractor shall seek the approval of the City Representative. Twenty-four (24) hour notification is required. City shall set days of the week and times when traffic lanes may be closed.”

In addition, staff recommends amending Section K of the Agreement, Encroachment Permits, which requires Parkwood Landscape Maintenance, Inc., to obtain an annual City Encroachment permit. The State of California, Department of Transportation (Caltrans), requires that the City's contractor obtain a separate Caltrans Encroachment permit to allow the contractor to perform landscape maintenance services located within the State right-of-way.

The City currently has four Landscape Maintenance District (LMD) areas within the State right-of-way that require landscape maintenance services by Parkwood Landscape Maintenance, Inc. The LMD areas are as follows:

1. Landscape and irrigation along State Route 118, between Gabbert Road and Shasta Avenue, and between Millard Street and Spring Road.

2. Landscape and irrigation in parkways along State Route 23, west side of Moorpark Avenue, in front of 675 and 661 Moorpark Avenue.
3. Landscape maintenance, tree watering, weed abatement, and bark mulch installation within the State Route 23 interchange at Tierra Rejada Road, including the north and south bound off ramps.
4. Landscape and irrigation in the median on Tierra Rejada Road between Brennan Road and south bound State Route 23 off ramp.

Staff recommends amending the Parkwood Landscape Maintenance, Inc. Agreement, by replacing Exhibit B, Section K, ENCROACHMENT PERMITS, in its entirety with the following:

“K. ENCROACHMENT PERMITS:

The Contractor shall secure an annual Encroachment Permit from the City of Moorpark, Public Works Department, for working within the City right-of-way, as well as an annual Encroachment Permit from the State of California, Department of Transportation (Caltrans), for working within the State highway right-of-way.”

**FISCAL IMPACT**

The landscape services required at 1493 Walnut Canyon Road will be completed at an annual cost of \$8,292 and the 23-freeway sound walls at an annual cost of \$3,876, with a 15% contingency of \$1,825, for a total of \$13,993. The FY 2014/15 operating budget includes funding for landscape maintenance services at both of these locations. Additional appropriation is not being requested.

**STAFF RECOMMENDATION:**

Approve Amendment No. 1 with Parkwood Landscape Maintenance, Inc., subject to final language approval by the City Manager.

Attachment: Amendment No. 1 to Parkwood Landscape Maintenance, Inc.

**AMENDMENT NO. 1**

**TO AGREEMENT BETWEEN THE CITY OF MOORPARK AND PARKWOOD LANDSCAPE MAINTENANCE, INC., FOR LANDSCAPE MAINTENANCE SERVICES AT THE MOORPARK LANDSCAPE MAINTENANCE DISTRICT CITYWIDE ZONES, ZONES OF BENEFIT, AND MISCELLANEOUS PROPERTIES**

**This Amendment No. 1** to the Agreement between the City of Moorpark, a municipal corporation ("City"), and Parkwood Landscape Maintenance, Inc., a corporation ("Contractor"), for services related to landscape maintenance services in the Landscape Maintenance Districts Citywide Zones, Zones of Benefit, and miscellaneous City properties, plus additional landscape repair and installation services, as needed ("Agreement"), is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**RECITALS**

**WHEREAS**, on September 29, 2014, the City and Contractor entered into an Agreement to have the Contractor provide landscape maintenance services in the Landscape Maintenance Districts Citywide Zones, Zones of Benefit, and miscellaneous City properties, plus additional landscape repair and installation services, as needed; and

**WHEREAS**, the City and Contractor now desires to amend the Agreement to include landscape services at 1493 Walnut Canyon Road and the 23-freeway sound walls, and also increase the compensation for services to be performed by Contractor, by twelve thousand one hundred sixty-eight dollars (\$12,168). Therefore, the Agreement compensation shall increase to two hundred eighty-five thousand two hundred four dollars (\$285,204), plus a fifteen percent (15%) contingency of forty-two thousand seven hundred eighty dollars (\$42,780), for a total contract cost of three hundred twenty-seven thousand nine hundred eighty-four dollars (\$327,984) for the initial twelve (12) month term of the Agreement, and for every subsequent year that the contract is extended, as provided for within the Agreement. Also, amend Exhibit B, Section J, Paragraph 1, Traffic Control and Exhibit B, Section K, Encroachment Permits and document said Agreement to amend by jointly approving Amendment No. 1 to the Agreement.

**NOW, THEREFORE, it is mutually agreed by and between the parties to the Agreement as follows:**

- I. Section 2, SCOPE OF SERVICES, is amended by replacing this section in its entirety as follows:

“City does hereby retain Contractor, as an independent contractor, in a contractual capacity provide landscape maintenance services, plus additional landscape repair and installation services as needed, specifically as it pertains to the City of Moorpark’s Landscape and Lighting Assessment District, Citywide Zones, Zones of Benefit, and miscellaneous City properties, as set forth in Exhibits B, C, D, E, F, G, H, I, J, and K. In the event there is a conflict between the provisions of Exhibits B, C, D, E, F, G, H, I, J, and K and this Agreement, the language contained in this Agreement shall take precedence.

Contractor shall perform the tasks described and set forth in Exhibits B, C, D, E, F, G, H, I, J, and K. Contractor shall complete the tasks according to the schedule of performance, which is also set forth in Exhibits B, C, D, E, F, G, H, I, J, and K.

Compensation for the services to be performed by Contractor shall be in accordance with Exhibits B, C, J, and K, attached hereto and incorporated herein by this reference as though set forth in full. Compensation shall not exceed the rates or total value of three hundred twenty-seven thousand nine hundred eighty-four dollars (\$327,984), which includes a 15% contingency of forty-two thousand seven hundred eighty dollars (\$42,780), annually, and for every subsequent year that the Agreement is extended, without the written authorization of the City Manager. Payment by City to Contractor shall be as referred to in this Agreement.

City and Contractor acknowledge that this project is a public work to which prevailing wages apply, and that a public work project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Contractor agrees to comply with and be bound by all the terms, rules and regulations described in (a) Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the DIR implementing such statutes, as though set forth in full herein, including any applicable amendments made thereto during the term of this Agreement. For every subcontractor who will perform work on this project, Contractor shall be responsible for subcontractor’s compliance with (a) and (b), and Contractor shall take all necessary actions to ensure subcontractor’s compliance. Labor Code Section 1725.5 requires all contractors and subcontractors to annually register with the DIR before bidding or performing on any public work contract.”

- II. Exhibit B, Section J, TRAFFIC CONTROL, is amended by replacing the first paragraph of Section J, in its entirety with the following language:

“Contractor shall conform to all California Vehicle Code and CAL OSHA requirements and operating rules at all times this Contract is in effect. Contractor shall obtain an annual City Encroachment Permit and adhere to such conditions for street work. Contractor shall also adhere to the requirements of the City’s annual Caltrans Encroachment Permit for all work within the State Highway right-of-way, and shall adhere to all State specifications and special provisions contained in that Encroachment Permit, including the requirement for the Contractor to obtain an annual Caltrans Encroachment Permit. Contractor shall conduct all work in a manner that will insure continuous traffic flow on all streets and State highways at all times. In situations where it is necessary to restrict traffic flow, the Contractor shall contact the City Public Works Inspector prior to start of work. Contractor shall be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include high visibility arrow board. Prior to closing lanes and/or interfering with the flow of traffic, Contractor shall seek the approval of the City Representative. Twenty-four (24) hour notification is required. City shall set days of the week and times when traffic lanes may be closed.”

- III. Exhibit B, Section K, ENCROACHMENT PERMITS, is amended by replacing Section K, in its entirety with the following language:

“The Contractor shall secure an annual Encroachment Permit from the City of Moorpark, Public Works Department, for working within the City right-of-way, as well as an Encroachment Permit from the State of California, Department of Transportation (Caltrans), for working within the State highway right-of-way.”

- IV. Section 5, PAYMENT, is amended by replacing the first paragraph of Section 5 in its entirety with the following language:

“Compensation for the services to be performed by Contractor shall be in accordance with Exhibits B, C, J and K. Compensation shall not exceed the rates or annual cost of two hundred eighty-five thousand two hundred four dollars (\$285,204) plus a fifteen percent (15%) contingency of forty-two thousand seven hundred eighty dollars (\$42,780) for a total contract cost of three hundred twenty-seven thousand nine hundred

eighty-four dollars (\$327,984) for the initial twelve (12) month term of the Agreement, and for every subsequent year that the contract is extended, which extensions require a written Amendment to this Agreement executed by both parties. Approval of additional related maintenance, repair, and installation services during the term of this Agreement to be paid out of the contingency funding shall require a written Work Order executed by both parties. Payment by City to Contractor shall be as described in this Agreement.”

III. Remaining Provisions:

Except as revised by this Amendment No. 1, all of the provisions of the Agreement shall remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MOORPARK

PARKWOOD LANDSCAPE  
MAINTENANCE, INC.

By: \_\_\_\_\_  
Steven Kueny, City Manager

By: \_\_\_\_\_  
David L. Melito, President

Attest:

\_\_\_\_\_  
Maureen Benson, City Clerk



October 28, 2014

Mr. Allen Walters  
City of Moorpark  
627 Fitch Avenue  
Moorpark, Ca 93021

Re: Landscape Contract Addendum  
1493 Walnut Canyon

Dear Allen:

Per your request, Parkwood Landscape Maintenance, Inc. is pleased to submit for your consideration our proposal to provide complete landscape and irrigation systems maintenance for the front yard landscape at 1493 Walnut Canyon. The scope of work is outlined below:

1493 Walnut Canyon

- Provide complete landscape and irrigation systems maintenance for the front yard one (!) time per week. All work shall be performed in accordance to the landscape specifications to our current contract.

The total cost to complete this work is \$323.00 per month.

An authorized signature in the space below will convert this proposal to a contract agreement. Please sign both copies, keep the original for your own records and return a copy to our office.

Should you have any questions, please call me at our office.

Sincerely,  
PARKWOOD LANDSCAPE MAINTENANCE, INC.

*David Melito (MR)*

David L. Melito  
President

DLM:nl

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_



September 29, 2014

Mr. Allen Walter  
 City of Moorpark  
 627 Fitch Avenue  
 Moorpark, CA 93021

Re: Landscape Contract Addendum  
 Freeway Sound Wall

Dear Allen:

Per our recent meeting, Parkwood Landscape Maintenance, Inc. is pleased to submit for your consideration our proposal to provide complete landscape and irrigation systems maintenance for the landscape and decomposed granite pathway along the Freeway Sound Wall. The scope of work is outlined below:

23 Freeway Sound Wall

Provide complete landscape and irrigation systems maintenance for approximately 1,570' x 14' Freeway Sound Wall and approximately 1,570' x 4' Decomposed Granite walkway. All work shall be performed in accordance to the landscape specifications to our current contract.

The total cost to complete this work is \$ 691.00

An authorized signature in the space below will convert this proposal to a contract agreement. Please sign both copies, keep the original for your own records and return a copy to our office.

Should you have any questions, please call me at our office.

Sincerely,  
 PARKWOOD LANDSCAPE MAINTENANCE, INC.

David L. Melito  
 President

DLM:nl

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

16443 HART STREET VAN NUYS, CALIFORNIA 91406  
 PHONE (818) 988-9677 FAX (818) 988-4934