



## Horticultural Elements Inc.

• CARBON • NITROGEN • OXYGEN • HYDROGEN •  
701 John St. Seattle, WA 98109 • 206.604.7969 • [horticulturalelements.com](http://horticulturalelements.com)

**City Of Medina NE 24<sup>th</sup> St**  
**Landscape Maintenance Agreement**  
**April 8, 2025**

**1) Services:** The Contractor shall perform landscape management services according to the following documents hereby incorporated into this agreement:

**Client:** City of Medina

**Contact name and title:** Ryan Osada / Public Works Director

**Office:** 425.233.6439

**Mobile:** 206.423.3278

**Fax:** 425.451.8197

**Email:** rosada@medina-wa.gov

**Site names:** City of Medina NE 24<sup>th</sup> St.

**Site Location(s):** NE 24<sup>th</sup> St from 84<sup>th</sup> Ave NE to Evergreen Points Rd

**2) Start Date:** This Agreement commences on **January 1, 2022**

**3) Consideration/Payment:** In consideration for the contractor's performance described herein, Owner agrees to pay contractor annual sum of approved selected services.

- **Annual Maintenance \$4,800.00 yr. / \$400.00 mo.**

- \* This will be billed in (12) Twelve equal monthly installments

- \* WA Sales Tax to be added to each invoice

**4) Agreement Exhibit(s):**

- \* Exhibit 1 / Services & Frequency Calendar
- \* Exhibit 2 / Specifications

**5) Additional Services:** Services performed and/or materials delivered, which are not specifically mentioned herein, but requested and authorized by the Owner shall be deemed 'additional services'. Additional services shall be proposed and billed separately from the amounts due in this agreement with payments due net 30 days upon receipt. The performance of and the payments for additional services are subject to the terms and conditions of this agreement.

**6) Materials, Supplies, and Equipment:** Contractors shall furnish materials, labor supplies, and equipment necessary to perform the services specified.

**7) Payments:** Contract Maintenance invoices shall be sent on or about the 1st day of each month for current month's services and payments shall be due upon issue. Extra one-time services will be invoices at completion. A late charge of 15% per month shall be charged on amounts 30 days past due. WA Sales Tax will be added to all invoices.

**8) Contract Terms:** This Agreement shall remain in effect for 12 months. This agreement will automatically renew each year on the first day of each thirteenth month following the start date with a 3.5% annual increase applied monthly.

**9) Notices:** Notice to Contractor shall be sufficient if made or addressed to contractors address and to Owner at the principal place of business stated herein.

**10) Law:** The laws of Washington State shall govern this Agreement.

**11) Attorney's Fees:** In the event of suit or action commenced to enforce the terms of the Agreement, the prevailing party shall be entitled to attorney's fees and costs, including appeal.

**12) Subcontractor:** Horticultural Elements INC. may subcontract any portion of this agreement to a qualified third party, which shall be bound by the terms and conditions of this agreement.

**13) Termination:** A written notification of termination to this contract by either party must be performed to take effect. Termination will take effect 30 days from the start of next billing cycle (1<sup>st</sup> of each month). Contractor may immediately suspend services without termination notice if Owner refuses or fails to pay Contractor according to the terms of this Agreement. Horticultural Elements shall be compensated "In Full" for its work performed through the date of cancellation, including any past due invoices for regular monthly maintenance and/or Additional Service work completed.

**14) Liability:** Contractor is an independent contractor. The Owner assumes no liability for injury to the Contractor or the Contractor's agents or employees, unless the Owner, the Owner's agents, servants, or employees cause such injury to negligence or intentional acts. The Contractor is liable only for the damage that is caused by the negligence of the Contractor, its agents, or employees. Neither party shall be liable to the other for any incidental or consequential damages arising from this agreement.

**15) Insurance:** Throughout the term of this agreement, Contractor shall obtain and maintain insurance for the coverage and amounts of coverage not less than those set forth in the schedule of Insurance outlined below and shall provide to Owner/Agent and/or Manager before services are provided under this agreement. Certificates issued by or on behalf of insurance companies satisfactory of the Owner/Agent and/or Manager, admitted to do business in the state in which the services are to be performed.

Contractor will name the Owner and/or Management Co. as additional insured as required

Contractor, during its performance of this Agreement shall maintain in effect with insurers no less coverage than the types, amounts and limits indicated below:

- a) Worker's Compensation /Employers' Liability: Statutory Worker's Compensation Insurance. Employers' Liability with limits no less than \$1,000,000.00 per accident for Bodily Injury and \$1,000,000.00. Per employee/aggregate for disease
- b) Commercial General Liability:
  - \$2,000,000.00 per occurrence
  - \$1,000,000.0 Damage to rented premises (each occurrence)
  - \$10,000.00 Med Exp (Any one person)
  - \$2,000,000.00 Personal & Adv Injury
  - \$4,000,000.00 General aggregate
  - \$4,000,000.00 Products – Comp/Op aggregate
- c) Washington Stop Gap: \$ 1,000,000.00

## Exhibit 1 / Frequency Calendar

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
	4	4	5	4	4	5	4	4	5	4	4	5	52
HARD SURFACE BLOWING	1	2	3	4	4	5	4	4	5	3	2	1	38
BED LITTER PATROL AND REMOVAL	1	2	3	4	4	5	4	4	5	3	2	1	38
HAND WEED	1	2	3	4	4	5	4	4	5	3	2	1	38
IVY TRIMMING					1								1
RHODODENDRON DEADHEADING						1							1
HEDGE TRIMMING						1			1				2
HYDRANGEA CUT BACKS											1		1
PERENNIAL CUTBACKS												1	1
FERTILIZE SHRUB			1										1
LEAF REMOVAL	1									3	2	1	7

## Exhibit 2 / Specifications

### **BED SERVICES**

#### **Litter Patrol / Removal / Hard-surface Blowing:**

- All litter and reasonable landscape debris is to be picked up from the bed areas as shown on Exhibit 1 (Service Frequency Calendar).
- A general clean up program will be performed that shall include a policing of all maintained areas for the removal of paper, cans, bottles, sticks, trash and other debris
- All debris shall be removed and disposed of off site.
- Debris shall not be blown into or remain in fountains, ponds, patios, entryways or doorways.
- Debris deposited by typical weather occurrences will be cleaned up on the next scheduled service day unless requested at an additional cost.
- Hard surface blowing shall be performed to a frequency as shown on Exhibit 1 (Service Frequency Calendar)
- Hard surface blowing will be used to clean sidewalks, curbs, and streets of organic material caused by mowing, edging, and general car traffic.
- Hard surface blowing to be performed with energy efficient equipment, either gas, electric or propane powered.

#### **WEED CONTROL:**

- Weeding of plant beds shall be performed to a frequency as shown on Exhibit 1 (Service Frequency Calendar)
- Weeding will be performed to control weed population.
- Weed control will be performed as necessary to eliminate weeds in open beds, ornamental plants, and joints in walks, decks, curbs, drives, and drainage areas.
- Weed control will be performed using the appropriate manual and or chemical control methods; including, but not limited to applying a pre-emergent to bed areas prior to mulching.

#### **TRIMMING AND PRUNING:**

- Hedges & shrubs shall be performed as shown on Exhibit 1 (Service Frequency Calendar)
- Hedging shall be performed with energy efficient equipment, either gas, electric or propane powered
- Hedges and shrubs with heights less than twelve (12) feet are to be pruned to prevent growth from spreading over walkways, curbs, patios, air conditioning units and parking areas.
- All shrubs shall be hand pruned to remove dead and damaged wood to allow for natural development of plant material, and to create the natural effect.
- Hedges, Shrubs & Ground covers will be pruned, trimmed, or sheared as necessary to maintain the desired character and design
- The trimming shall be performed by persons sufficiently knowledgeable of the

- correct method of pruning according to particular plant culture.
- Hedges and shrubs are to be maintained at least eighteen (18) inches away from buildings, fences, and other structures. (Woody ornamentals previously planted within 24" of structures are omitted)
- All required ordinances or preferences regarding height of plants by windows, doors, lights, etc. must be provided by property management / owner
- Shrubs shall be maintained (up to 12') in a natural shape and condition unless directed other wise by the managing agent / owner
- Deep hand pruning and/or structural pruning should be performed once (1X) a year during the dormant months on suitable plant material.
- Structure pruning shall be defined as using hand pruners, handsaws, and/or loppers to prune old wood and prune behind multiple breaks to maintain proper proportions, promote interior growth, and an aesthetically pleasing appearance. Removal of up to 50% of the height and foliage of plants may take place during this type of pruning.
- All trimmings and clippings will be collected and removed from the site.

### **TREE MAINTENANCE**

- Pruning of any required trees to be performed as shown on Exhibit 1 (Service Frequency Calendar)
- Contractor shall be responsible for maintaining all trees such that no branches/limbs overhang on sidewalks, patios, walkways, parking areas, drives, fences, pools and recreation areas lower than eight feet (8') from the ground. Lower branching on trees shall be pruned as needed to keep them elevated to a uniform height. Maximum height for this pruning shall be no more than fifteen feet (15')
- Trees located in natural areas shall be pruned only when their growth habit affects formal maintenance areas.
- All fallen limbs and branches are to be removed from formal landscaped areas
- All sucker growth from trunk and base of trees shall be removed weekly or as required up to fifteen feet (15') from the ground to maintain a clean appearance.
- Trees will NOT be sheared
- Trees over fifteen feet (15') in height will not require cutting back from the top
- Contractor shall check any existing staking ties and wires to ensure they are secure, and remove any ties and wires that are girdling the tree
- Trees that need to be re-staked after original tree stakes have been removed shall be done at a mutually agreed upon price, submitted in writing for review and approval.

### **PERENNIAL / ORNIMENTAL GRASS CARE:**

- All perennial beds are to be serviced as shown on Exhibit 1 (Service Frequency Calendar)
- Service shall include the removal of spent blooms, flower stalks, and dying foliage
- Fall perennial cutbacks are to be performed once the plants have declined for the season
- Cutting back of ornamental grasses will occur in early spring before any new growth begins
- Any separation / dividing / transplanting is not included in the base contract and will be billed separately

**SHRUB FERTILIZATION:**

- Contractor shall fertilize as shown Exhibit 1 (Service Frequency Calendar)
- Planted trees that are still staked and guyed, planted trees with a caliper of 9" or less, ornamental trees, shrubs, perennials, and ground covers will be fertilized (Existing mature trees do not apply)
- Soil samples are to be taken and apply any minor nutrients that might be necessary
- Contractor will notify Agent / Owner and make recommendations that trees may need supplemental fertilization.

**SHRUB INSECT AND DISEASE CONTROL (IPM):**

Insect and disease problems will be on an IPM (Integrated Pest Management) program and is **not** included in the base contract and proposed as additional billable services as needed.

- Contractor shall be responsible for weekly inspections of the entire property and identify and potential issues.
- Effective control of leaf spot on Photinia is expressly excluded from this contract.
- This contract does not include reasonable preventive measures for insect and disease control on items where it has been established that there is no effective control.

**FALL LEAF REMOVAL**

- Leaf removal will occur as shown on Exhibit 1 (Service Frequency Calendar)
- Services will occur during normal scheduled visits
- Contractor will disburse leaves from focal areas, bed, and turf areas to prevent heavy build-up and damage to plant material by smothering
- Accumulated leaves will be raked and/or blown from turf, plants, and high maintenance bed areas
- All debris shall be removed and disposed of off site unless otherwise directed

**IRRIGATION SPRING START-UP:**

- A qualified irrigation technician shall open the main valve(s), inspect and adjust all sprinkler heads, re-program and check battery back up in controller, and troubleshoot the entire system as show on Exhibit 1 (Service Frequency Calendar)
- Location of any needed repairs shall be made clear on written reports and by flagging all repair sites along with pricing
- Any required repairs will be submitted for approval prior to performing

**IRRIGATION CHECKS:**

- Once per month, as shown on Exhibit 1 (Service Frequency Calendar) a qualified irrigation technician shall inspect entire irrigation system.
- Irrigation inspections shall include the following:
  - \* Activation of each zone to inspect for valve function, lateral breaks, damaged heads, coverage or anything else that would indicate any malfunction of the irrigation system
  - \* Adjust irrigation heads for proper coverage
  - \* Adjust automatic controller to establish frequency and length of watering

periods for seasonal requirements and water restrictions

**IRRIGATION WINTERIZATION:**

- A qualified irrigation technician shall completely drain the sprinkler system (Blow-Out) to prevent freeze damage to underground pipes and sprinkler heads as shown on Exhibit 1 (Service Frequency Calendar)
- Close all valves and shut down the controller(s) for the winter

**16) Acceptance:** This Agreement incorporates the terms and conditions included herein and are hereby mutually agreed to be a fully integrated Agreement. By signing and returning one copy within 30 days.

**Horticultural Elements INC.**

701 John Street  
Seattle, WA 98109

**City Of Medina NE 24<sup>th</sup> St:**

Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

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