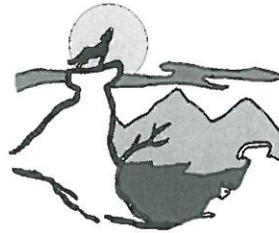


Grantsville City
429 East Main Street
Grantsville, UT 84029



GRANTSVILLE CITY

Phone: (435) 884-3411
Fax: (435) 884-0426

NOTICE OF AWARD

Turf-It Landscaping
PO Box 665
Grantsville, Utah 84029

Project Description: 2014 Park Maintenance

Grantsville City has considered the BID submitted by you for the above described work in response to its Advertisement for Bids dated the 21st day of February, 2014 and information for bidders.

You are hereby notified that your BID has been accepted for items in the amount \$23,200.00 Base Bid. You are required by the information for Bidders to execute the AGREEMENT within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT within ten (10) days from the date of Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 20th day of March, 2014.

Grantsville City _____

Owner

By Brent K. Marshall

Title Mayer

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged by:

Turf-It Landscaping

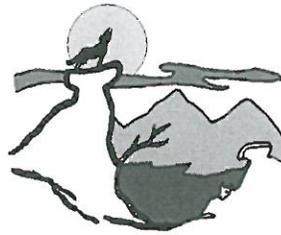
this the 20th day of March, 2014.

By 

Title General Manager

Phone Number 435-241-8481

Grantsville City
429 East Main Street
Grantsville, UT 84029



GRANTSVILLE CITY

Phone: (435) 884-3411
Fax: (435) 884-0426

NOTICE TO PROCEED

Turf-It Landscaping
PO Box 665
Grantsville, Utah 84029

Project Description: 2014 Park Maintenance

You are hereby notified to commence work in accordance with the Agreement dated March 20, 2014 on or before March 24, 2014. The date of completion of all work is therefore October 31, 2014.

Dated this 20th day of March, 2014.

Grantsville City

Owner

By

Title

Brent K. Marshall
Mayor

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

Turf-It Landscaping

this the 20th day of March 2014.

By

Title

Phone Number

[Signature]

General Manager

435-241-8481

GRANTSVILLE CITY CORPORATION
PARK MAINTENANCE CONTRACT

*Agreement Between Grantsville City and Turf-It Landscaping
for the Maintenance of Grantsville City Parks*

AGREEMENT made as of the 24 day of March in the year Two Thousand Fourteen.

BETWEEN the Owner:

Grantsville City
429 East Main Street
Grantsville, Utah 84029

and the Contractor:

Turf-It Landscaping
PO Box 665
Grantsville, Utah 84029

for the following Project:

Grantsville City Park Maintenance
429 East Main Street
Grantsville, Utah 84029

The Owner and Contractor agree as follows:

I. GENERAL CONDITIONS

1. Contract Sum - The Contract Sum is: twenty-three thousand, two hundred dollars and no cents (\$23,200.00)
2. Assignment of Contract - Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
3. Inspection - All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected. Defective items shall be made good by the vendor in a manner satisfactory to the City.
4. Assignment - No assignment by the contractor or any contract to be entered into hereunder or of any part thereof, except of funds to be received thereunder by the

contractor, will be recognized by the City unless such assignment has had the prior written approval of the City.

5. Timely Delivery - Time is of the essence, and the purchase order is subject to termination for failure to deliver on time. The acceptance by buyer of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the vendor.
6. Liquidated Damages - If delivery does not occur on schedule it is understood that the City will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that the contractor shall pay to the City the sum of one hundred (\$100.00) dollars per day for each and every calendar days delay in finishing the contract. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the Time for Completion may have been extended, shall serve only to determine liquidated damages, and shall not be construed in any way as a waiver on the part of the Owner of any of its rights under the contract to terminate for default or of any other contract rights.
7. Termination for Default - The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
8. Owner's Right to Stop Work - If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.
9. Owner's Right to Carry Out the Work - If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

10. Termination for Convenience - The City may, by written notice stating the extent and effective date, terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
11. Fiscal Year - Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.
12. Equal Opportunity – The City requires any vendor who receives business from the City to adhere to the Equal Opportunities in Employment guidelines as set forth within Federal and State guidelines. By signing and submitting a proposal for this contract to the City, the vendor does certify, to adhere to said guidelines.
13. Business License – Grantsville City requires that any vendor doing business within the city limits must hold a valid Grantsville City Business License prior to merchandise delivery (by vendor) or services provided.
14. Governing Law - This contract shall be construed and interpreted according to the laws of the State of Utah.

II: CONTRACT DOCUMENTS

The work embraced herein shall be performed at the locations shown on the maps in Appendix A and in accordance with the current Standard Specifications of the State of Utah. In addition to the State Specifications, the following will also apply: these Specifications; the Proposal; the Contract; the Contract Bond required herein; any supplemental agreements amending or extending the work; working drawings or sketches clarifying or enlarging upon the work specified herein; and to pertinent portions of other documents included by reference thereto in these Specifications.

III: TIME LIMIT

The Contractor shall commence work on March 24, 2014. The contract shall expire on October 31, 2014 (unless terminated earlier). Contract may be extended for the same period in 2015.

IV: HOURS OF WORK – OVERTIME AND HOLIDAYS

The Contractor shall have a representative available to meet with Grantsville City personnel during the normal City working hours. The normal City working hours are 8:30 a.m. to 5:00 p.m., Monday through Friday, with the exception of holidays.

Grantsville City holidays applicable to this RFP are as follows:

Monday in May (Memorial Day)
July 4 (Independence Day)
July 24 (Pioneer Day)
First Monday in September (Labor Day)
Second Monday in October (Columbus Day)

When a holiday falls on Saturday, the preceding Friday shall be observed. When a holiday falls on Sunday, the following Monday shall be observed.

V: GOVERNING LAW

This contract shall be construed and interpreted according to the laws of the State of Utah.

VI: LICENSE REQUIREMENTS

Contractor shall obtain a City Business License and shall possess all applicable Contractors' Licenses issued and required by the State of Utah.

VII. PARK MAINTENANCE SPECIFICATIONS

1. Description of Work to be Performed
 - A. Full maintenance services at the following parks in Grantsville City:
 1. Hollywood Park 10.75 Acres
 2. Lincoln Park 0.9 Acres
 3. Academy Square 0.65 Acres
 4. City Hall / Library 1.0 Acres
2. Scope of Work - Furnish all labor, materials, tools, equipment, supervision, and transportation required to maintain the Parks in an attractive condition throughout the contract period. This includes the formal Park grounds and all amenities in the Park. The maintenance work described in these Specifications shall be performed as a continuous and constant program throughout the contract. Any additional work not described in these Specifications shall be performed by the Contractor upon written notice from, and at the expense of, Grantsville City.
3. Scope of Responsibility
 - A. Plant Material - Any and all plants that dies or is damaged due to Contractor's negligence shall be replaced at the Contractor's expense, equal in plant size and

conforming to these Specifications. Replacement shall be made within fifteen (15) days from the date the defective plant is brought to the attention of the Contractor.

- B. Emergency Numbers - The Contractor shall be readily available by telephone during work hours. In addition, the Contractor shall provide the City with a list of emergency telephone numbers where they can be contacted after normal working hours, on weekends and holidays. This cannot be an answering machine. Emergency calls shall be considered as part of maintenance, and shall not be considered as extra work. Response time, to any site, shall not be more than 60 minutes.
 - C. Cleanup - It shall be the Contractor's responsibility to maintain all Parks in a condition that is acceptable to the City. Cleanup shall be performed by the Contractor and shall include the removal of all trash, leaves, branches, excess soil, empty plant containers, grass cuttings, weeds or any other debris that may accumulate at the site.
 - D. Irrigation - Sprinkler heads and lines shall be maintained in working order at all times, including replacing broken heads and lines and insuring that spray is adjusted to properly cover vegetated areas.
4. Contractor's Monthly Maintenance Report - A Monthly Maintenance Report shall be submitted with the monthly billing for each Park in the contract. The Contractor shall provide, as a condition for payment, the following information on attached "Monthly Maintenance Report":
- A. Current irrigation schedule and any repairs.
 - B. Fertilizer information.
 - C. Completed pruning as requested in the following schedule of services. The Contractor shall indicate the date of pruning.
 - D. Status of additional service requests that have been authorized by the City.
 - E. Location of maintenance work by Park name, street address, or an approved identifying set of landmarks.
 - F. Any other work as addressed by the following schedule of services in this contract.
 - G. Report of all materials repaired or replaced as a result of vandalism.
 - H. All spray reports and records that are required by the City.
 - I. Report/estimate on debris removal. Broken down by routine trash and recyclable material, where recycling containers are installed.

5. Schedule of Park Maintenance Services

Following is the minimum typical monthly Schedule of Park Maintenance Services. The Public Works Director or designated representative may change requirements as based upon seasonal or other considerations. Grass height shall remain a consistent looking range between 2½ to 3 inches year round.

- A. March
 - 1. Begin spring pre-emergent weed control.
 - 2. Spray lawns to control emergence of Digitaria (crab grass) weeds, where needed.
 - 3. Begin lawn mowing and edging.

- B. April
 - 1. Application of fertilizer in ground cover and lawn areas.
 - 2. Irrigation coverage check.
 - 3. Continue spring pre-emergent weed control.
 - 4. Establish spring watering program.
 - 5. Continue lawn mowing and edging.
 - 6. Continue grass and weed height control.
 - 7. Continue maintenance care per Specifications.
 - 8. Fertilize all trees in non-ground cover areas.

- C. May
 - 1. Spray for broadleaf weeds in lawns.
 - 2. Finish application of fertilizer in ground cover areas.
 - 3. Finish irrigation coverage checks and extensive repairs.
 - 4. Finish spring pre-emergent control in tree wells in lawns as well as other areas.
 - 5. Continue lawn mowing and edging.
 - 6. Continue grass and weed control in non-irrigated open areas.
 - 7. Continue maintenance care per Specifications.

- D. June
 - 1. Fertilize ground cover areas.
 - 2. Clear grass away from sprinkler heads in lawns where they are obstructed. Raise sprinklers if necessary.
 - 3. Continue lawn mowing and edging (edge every other mowing).
 - 4. Continue maintenance care per Specifications.

- E. July
 - 1. Clean and adjust irrigation heads on a regular basis throughout summer.
 - 2. Continue to repair irrigation breaks promptly throughout summer.
 - 3. Continue fertilization of lawn areas as specified.
 - 4. Continue lawn mowing and edging.
 - 5. Trim ground covers away from buildings, fences, trees, and other features.
 - 6. Continue maintenance care per Specifications.

- F. August
 - 1. Clean and adjust irrigation heads on a regular basis throughout summer.
 - 2. Continue fertilization of lawn areas as specified.
 - 3. Trim ground covers away from buildings, fences, trees, and other features.
 - 4. Continue lawn mowing and edging.

5. Continue maintenance care per Specifications.

G. September

1. Start decreasing watering times on controllers.
2. Spray for broadleaf weeds in lawns.
3. Spray lawns to control the emergence of weeds.
4. Begin fall pre-emergence weed control and fertilization
5. Fertilize ground cover areas.
6. Continue lawn mowing and edging.
7. Continue maintenance care per Specifications.

H. October

1. Continue fall pre-emergence weed control.
2. Spray lawns for control of broad leaf weeds.
3. Check to be sure all appropriate shrubs and ground covers have been trimmed, edged, and sprayed to maintain desired shape through winter months.
4. Continue lawn mowing and edging as needed to maintain proper height.
5. Continue maintenance care per Specifications.

6. Irrigation Systems

A. General – The parks have a variety of watering systems. It is the City’s objective to actively pursue water conservation within the maintenance program. The Contractor can expect the administration of this irrigation specification to be closely monitored. The Contractor will ensure proper irrigation maintenance and timing to provide a healthy growing lawn. This will include modifying or placing portable irrigation spray heads to reduce dry spots. Over-watering to cover dry spots will not be allowed at any time. Irrigation systems will be closely monitored to provide safe usable Parks. Saturdays, Sundays, afternoons and early evening are the high Park use times. Watering will typically not be allowed Fridays at 7:00 a.m. through Sunday 9:00 p.m. There may be exceptions that occur from changing weather conditions, or to accommodate a holiday/special event schedule. In these cases watering shall be done to maintain moisture content that still allows active and passive Park use. A qualified person will review each irrigation controller each month. Adjustments will be made to ensure proper moisture content for the turf and surrounding areas. Implementation of the Water Conservation Program will be carried out as stated in the following “Water Requirements”.

B. Water Requirements – The Contractor shall have full responsibility to ensure watering requirements are met within each park. Contractor’s shall be capable of performing repairs, installations and modifications of existing irrigation systems to adequately irrigate all landscaped areas on a full time basis. Adjustment to the irrigation schedule may be changed at the direction of the City during drought conditions.

C. Sprinkler heads are in good operational order, filters are cleaned regularly, and nozzles are replaced when worn or inadequate coverage occurs. Any minor changes such as riser extensions (vertically or horizontally) sprinkler head exchanges, and filter replacements will be considered as included in the contract price and no additional compensation shall be allowed therefore.

D. All electrically operated valves shall close completely at the conclusion of the station-watering program. Valves shall be cleaned and replaced promptly to restore proper operation. Valve boxes shall be kept clean of rocks, soil, debris, and silt to a depth of 2" below the bottom of the valve. All valve box lids shall be in place at all times. Where they are missing, pea gravel and a union shall be installed as part of any work repair that may necessitate removal of the valve body.

E. Main irrigation lines shall not demonstrate leakage when all control valves are in the closed position. Main line repairs shall be considered as included in the contract price and no additional compensation shall be allowed.

F. Automatic controllers and electrical conductors shall be kept operational. Automatic controllers will be inspected periodically by City to assure systems programming is operational. The Contractor shall notify the Public Works Director designated representative of any controller that does not perform to the manufacturer's Specifications. Upon notice to proceed, the Contractor may remove the controller for repairs with the understanding that time is of the essence. Should the controller prove too expensive to repair or be beyond repair, the Contractor shall obtain authorization from the Public Works Director or designated representative to replace it. Replacements will be approved by the City. The Contractor shall ensure sufficient watering occurs during the repair of subject controller and this will not be considered extra work. Controllers, which upon visual inspection, demonstrate a collection of leaves, insects, cobwebs, or dusty conditions that exist inside the irrigation controller cabinet shall be considered damaged at the fault of the Contractor and shall not be considered extra work.

G. It shall be the responsibility of the Contractor to make any and all irrigation system repairs, including vandalism, within three (3) days of knowledge of the problem. If repairs cannot be accomplished within the designated time period, the Contractor shall notify the Public Works Director or designated representative immediately of the conditions and supply estimated time of when the repairs will be made. It shall be the responsibility of the Contractor to make arrangements to water the area of irrigation system failure by other means (hose, etc.) until repairs are accomplished. Vandalism repairs will not be considered extra work.

H. Seasonal programming of controllers shall be performed by the Contractor according to the watering rates and the clock settings for irrigation scheduling necessary to maintain healthy growing plant material. All controller stations shall be labeled in an easy to read manner inside each controller box. Labeling shall give notice of area covered. Monthly, provide the Public

Works Director or designated representative with a complete written schedule of watering for all controllers.

I. Flushing of systems and cleaning or replacement of all filters within the irrigation system is routine maintenance and will not be considered extra work.

J. Time and length of watering shall be adjusted to the prevailing weather as well as to the time of day that has the least amount of wind. The City prefers watering time to be from 9:00 p.m. to 6:00 a.m., whenever possible. Time may change due to activity.

K. All sprinklers shall be adjusted properly to avoid spraying on parked cars, streets, walkways, buildings, signs and other property that may be damaged by water.

L. Plant material exhibiting signs of wilting due to lack of water shall result in withholding of monthly payment until the problem is corrected. Manual watering will be required as necessary to regain plant material's vigor at no extra cost to the City.

M. In the event that City crews have had to adjust water supply due to improper irrigation scheduling or maintenance, the Contractor shall be billed for City crew time. The Contractor will not be billed if vandalism was involved or erroneous fault of system components.

N. Vandalized irrigation heads - There will be no additional costs for replacing vandalized irrigation heads unless the event exceeds the \$500 per occurrence.

O. Environmental and Land Use Stewardship Responsibilities - The intent of these Park Maintenance Specifications is to contract for professional services that will assist in the stewardship of the Parks. It shall be the responsibility of the Contractor to report any resource deficiencies on Park lands to the Public Works Director or designated representative.

P. The seasonal water rate varies annually and it may be necessary for the City or the Contractor to make recommendations to modify and reschedule the seasonal watering program.

Q. Parks adjacent to on-going construction activity of future developments may receive damage to the landscape and irrigation system. The Contractor shall report the damage to the Public Works Director or designated representative and may be directed by the City to repair the same within four (4) working days. This shall be considered extra work.

R. Failure of remote control valves will be repaired at Contractor's expense.

VIII. Nutrient Care Standards

1. General – all of the grounds within the Parks require the addition of complete nutrients to promote good growth. Homogenized fertilizers containing nitrogen, phosphate, potassium and sulfur are usually sufficient. The City may undertake, through a separate Contractor, a soils analysis test to evaluate the condition of the Parks at any time through the duration of this contract. The following minimum Specifications have been prepared to identify what type of plant feeding will occur as bid in the Schedule of Park Maintenance Services.

A. Ground cover areas – three applications per year.

1. March – application of a complete fertilizer (16-16-16) at a minimum rate of six (6) pounds per 1,000 sq ft.

2. May and September – application of a slow or controlled release nitrogen, 38% guaranteed urea nitrogen or nitrogen in a resin coated pill shall be derived from urea. Minimum application rate of 5 pounds per 1,000 sq ft. The Contractor shall apply these slow or controlled release fertilizers or receive prior approval of an approved equal 30 days before the schedule of Park Maintenance Services takes effect.

B. Trees and shrubs – one application per year (not necessary for trees and shrubs inside ground cover area).

1. March – planting tablets of a slow release formulation, 12-month release, minimum 12% total nitrogen available. The Contractor shall apply Agriform P Planting Tablets (7-gram), 12-8-8 rated as a 12-month slow release nitrogen formulation or receive prior approval of an approved equal 30 days before the Schedule of Park Maintenance Services takes effect.

C. After fertilizer is applied, the ground should be watered thoroughly to soak the fertilizer in the ground. (Caution: The Contractor shall prevent over-watering resulting in hillside slumps or water runoff to adjacent properties). For trees and shrubs, fertilizer should be applied as close as possible to the feeder roots, but away from the trunk to avoid injury to the plant. Plant material which demonstrates leaf burning or other forms of chemical harm will be given 120 days from notice of damage to recover and demonstrate healthy foliage condition. After 120 days of the recovery period, the Contractor shall replace any damaged plants at his expense. For certain areas of the City, the Public Works Director or designated representative may require a substitute fertilizer containing a low adjusted salt index as well as micronutrient supplements.

D. Lawns – Two applications per year.

1. March – within the same week of aeration, apply a balanced fertilizer such as sulfur coated, urea based 16-6-8 at a rate of one pound actual nitrogen per 1,000 sq ft. A substitute fertilizer and rate of application may be approved by the

Public Works Director or designated representative. Late spring and summer months – apply fertilizers such as urea nitroform, as in the above, as needed to promote a consistent healthy green appearance.

2. October – apply a measured fertilizer such as 26-4-8 at a rate of one (1) pound actual nitrogen per 1,000 sq ft. Substitutes may be approved by the Public Works Director or designated representative.

E. The Contractor shall supply the Public Works Director or designated representative with the manufacturer’s analysis from the fertilizer container for each formulation of fertilizer used and an MSDA sheet for the same. City shall be notified when fertilizer will be applied for verification of application.

IX. Lawn Care Standards

1. General – lawns require a regular schedule of care. A consistent green appearance and healthy growing conditions free of weeds must be maintained. Routine maintenance and service shall include, as a minimum:

A. Mowing

1. Only sharp, well-balanced blades shall be used.
2. Grass height shall be between 2½” to 3”.
3. Tufts of grass in corners or other areas that are hard to reach with a mowing machine shall be mowed using a monofilament line trimmer or clipped by hand.
4. All excessive mowed clippings shall be removed from the job site the same day.
5. Police lawns and remove all litter, rocks, and debris before mowing.
6. Be conscious of Park users and perform mowing tasks in a safe manner.
7. Never allow lawn to be left to a point where cut grass clippings hamper proper growth of living turf.

B. Edging

1. Minimum two times per month.
2. Edge lawns against all paved areas, around valve boxes, and other utilities shall be kept neatly edged.
3. Special consideration shall be given to the safety of pedestrians in the area while edging.
4. Edges against fences and walls shall be sprayed, maintaining a 4” vegetation free band.
5. Chemical edging will only be allowed with the approval of the Public Works Director or designated representative.
6. Fence lines shall be kept free of trash, weeds, grass and prunings. Contractor shall properly dispose of all debris. Chemicals for weed control may be used as required.

- C. Blowing
 - 1. All hardscape surfaces shall be blown free of clippings after every mowing and edging. Surfaces shall be blown free of leaf litter and other debris on an as-needed basis (most often in fall months). Vacuuming or sweeping may be employed instead of blowing.
 - 2. At least one time a month areas will be raked clean or vacuumed. Weekly all ribbons for balloons, strings, tape for signs, etc will be removed from the parks.

- E. Raking
 - 1. To be performed on an as-needed basis to remove leaves from the lawns (most often in the fall months).
 - 2. Vacuuming or blowing may be employed instead of raking. Wind rowing (if used) shall be done safely.

- F. Spraying and Weeding
 - 1. Spray lawns in September to control the emergence of *Poa annua*.
 - 2. Spray lawns in October and May to control broadleaf weeds.
 - 3. Hand removal of weeds may be employed instead of spraying where 90% of the weed root is removed.
 - 4. Lawn diseases and infestations must be identified, reported to the Public Works Director or designated representative, and controlled in a timely manner. Reapplication of control methods may be required to correct or control the infestations.

- G. Irrigation
 - 1. Proper watering of all turf areas is required to ensure a constant healthy growing condition. Over-watering or under-watering, for whatever reason, must be corrected immediately upon notification. In the event of droughts or special events the contractor and City will discuss what will be acceptable levels of irrigation.

X. Ground Cover Standards

1. General – as with other types of plantings, ground covers respond noticeably to regular maintenance. The Contractor shall ensure that ground cover areas receive weeding, fertilization, trimming behind curb ways, and watering. All ground covers shall be kept trimmed or removed away from water basins or drip line areas of individual trees and shrubs, as well as the interior of cluster plantings of shrubs.

- A. Contractor shall establish an irrigation schedule to provide an appropriate watering rate.
- B. Fertilize as scheduled. Additional fertilization may be needed.

- C. Utilize herbicides or mechanical weeding in order to maintain a neat and attractive appearance, year-round. Pre-emergent herbicides can be used in tree and shrub basins, planter areas, barked areas, as well as ground cover areas.
- D. Mow or weed-eat Fescue areas as needed to maintain uniform appearance and to remove seed heads. This shall occur at least one time per year in late spring.
- E. Ground cover such as ivy will not be allowed to grow/spread onto trees, walls, and other Park amenities. Where ground cover already exists on these Park amenities, the Contractor will be responsible to keep it from spreading. This can be accomplished by removing and/or chemical application. Where shrubs and ground covers are along the perimeter of the back fences and walls, the Contractor and the Public Works Director or designated representative will discuss before actions are taken.

XI. Disease, Noxious Weeds, Pest Infestations

1. General – the Contractor shall act as, or coordinate with, a licensed specialist to identify any pest management problems which may arise in the district. The Contractor shall be familiar with various Integrated Pest Management (IPM) programs. The development and execution of the IPM program shall be the responsibility of the Contractor and will not be considered extra work. It is the Contractor’s responsibility to monitor all pest/disease problems and perform corrective measures as required.

- A. Pest Control Advisor recommendations will be required on all sites as ordered by the County Agricultural Commissioner’s office. A copy of these recommendations shall be made available to the City for approval prior to any work.
- B. The Contractor shall comply with all Federal, State and local laws and regulations governing the use of chemicals for control of weeds, diseases and pests. The Contractor shall permit spraying for insect, disease, rodent or weed control to be done only by qualified, trained personnel under the supervision of a State licensed pest control operator, using recognized and approved materials and methods in compliance with all Federal, State and local laws and regulations. All spraying shall be done with extreme care so as to avoid any hazard to any person or pet in the immediate areas or any property damage.

XII. Maintenance and Performance

1. Visitors to the Grantsville City will find the landscape conditions described in the standards below:
- A. Turf - Turf will be healthy with an even surface and uniform, green color. Turf will not exhibit bare spots and will be weed and pest-free.

B. Flower Beds, Shrubs and Ground Cover -Bedding areas will contain healthy plants. These areas will be free of litter, weed and pest-free, including, shopping cart, and other debris. Dead heads, blank spots, and other defects will not detract from the decorative nature of the plantings. Shrub beds, ground cover and hedges will contain healthy plants. These areas will also be litter, weed and pest free. Beds, ground cover and hedges will be maintained to provide secondary functions such as barriers, animal habitat or dust and erosion control. All shrubs, ground cover and hedges will be trimmed, pruned or otherwise maintained to achieve designed form.

C. Paved Surfaces - Paved surfaces may include pathways and other areas topped with asphalt or concrete. These areas will have smooth surfaces and the following conditions: Pathways and other paved areas will be free of weeds, debris, and litter.

D. Unpaved Surfaces - Unpaved surfaces may include pathways, or other areas covered with porous paving materials. Graffiti and other vandalism, holes and washouts shall be reported to the Public Works Director. All unpaved surfaces will be free of weeds, debris and litter.

XIII. Inspections, Payments and Defaults

1. General – the City is soliciting for a services rendered contract. The Contractor shall not be paid for Park Maintenance Services not rendered to any part of the Park. It is the Contractor’s responsibility to ensure sufficient labor is committed to the Parks to complete objectives set forth in the Schedule of Park Maintenance Services.

A. Inspections

1. The City shall provide a representative to evaluate Park Maintenance Services performed on a regular occurrence. Inspections will be ongoing daily. By the 25th of each month, the Contractor shall submit proposed schedule for the next month’s work.

2. The City will require the Contractor, or his local authorized representative, to ride along on inspections. A punch list will be provided by the City corresponding to the inspection results.

3. The Contractor shall arrange for the Contractor’s representative to accompany the Public Works Director or designated representative on the inspection tour of the Park areas once each month. The purpose of the inspection tours shall be to evaluate the effectiveness, adequacy and acceptability of the Contractor’s performance in maintaining the Parks in accordance with the provisions of this agreement. The Park representative may, during his monthly inspection tours, identify and communicate to the Contractor’s representative, areas of unsatisfactory work or of inadequate performance by the Contractor. The Contractor shall correct such identified unsatisfactory work or inadequate performance within seventy-two (72) hours and shall submit a written report

reflecting such correction. Re-inspection at completion of rework is mandatory; and if the maintenance is still unsatisfactory, it will result in a seventy-five (\$75) charge to the Contractor from the City and be deducted from the current month's billing. Each subsequent re-inspection will result in a similar charge in the same amount until the areas have been satisfactorily reworked and brought up to standard. The Public Works Director or designated representative has the exclusive right to make the decision as to whether or not the Contractor's maintenance meets the standards of the City.

4. One month before the conclusion of this Park contract the following inspections shall take place. A walk through with contractor, if applicable, to evaluate condition of Parks, provide a punch list to be completed by end of contract date. Irrigation checks for ruptures or leakage. No visible leaks shall be accepted. Automatic controller, valve control and sprinkler coverage efficiency test shall take place.

B. Payments

1. Payment for work performed shall be on a monthly basis for the previous month's work. Contractor shall submit monthly invoices for one-eighth (1/8) of the Contract amount, plus any approved extra work completed during that month. Contractor shall submit all invoices in duplicate. All required paperwork and reports will accompany the monthly billing. Before payment is authorized the Contractor's representative and a City representative will conduct an inspection of the Parks. To this end, the monthly billing needs to be complete and turned in on time. The Public Works Director or designated representative and Contractor will schedule the date for turning in the bills, reports, and scheduling the inspection time. Discounts will not be lost due to late billing or Contractor delays in scheduling the monthly inspection. Work not completed to the satisfaction of the Public Works Director or his designee will result in no payment for work done in that park that month. Payment will be withheld until satisfactory completion of maintenance task will paid in the next billing cycle.

2. Payment may be withheld and invoices returned to the Contractor for failure to submit to the City either one of the following documents required: Monthly Maintenance Report and Pest Control Recommendations.

3. Payment may be withheld and invoices returned for noncompliance with Schedule of Park Maintenance Services.

4. Payment may be withheld or invoices returned to Contractor for Parks that do not have a neat and healthy growing landscape appearance.

5. The City will make payment within thirty (30) days from the date the City receives the bill. If the maintenance work does not meet the Specifications and is deemed unsatisfactory by the Public Works Director or designated representative,

the City will notify the Contractor within ten (10) days from the date the City receives the bill and the bill will be returned to the Contractor. The Contractor can resubmit the bill when the corrective work is completed to the satisfaction of the Public Works Director or designated representative.

6. The above stated payment schedule shall also be applicable to invoices for additional service requests that exceed the agreed upon date for completion.

7. If two (2) successive monthly invoices are returned to the Contractor because the maintenance work does not meet the Specifications and is deemed unsatisfactory to the Public Works Director or designated representative, the City may implement default procedures.

C. Default Procedure. General – Diligent Execution of Work; Termination of Contract for Failure to Execute Work Diligently. As a material part of this contract, the Contractor shall diligently pursue and complete all work specified herein. In the event the City determines that the work is not being pursued with diligence, as evidenced by the Parks not being maintained in accordance with the Specifications herein or otherwise, the City shall inform the Contractor, in writing, of the area or areas of deficiency. The Contractor thereafter shall have five (5) working days in which to comply with the City's deficiency letter. In the event there is non-compliance within the five (5) working days, or if there is compliance but thereafter the work is again not pursued diligently, the City shall have the right to implement one of the following three options: i) utilize City forces to complete the work and bill the contractor for all costs, including administration; ii) utilize other Contractor services and bill for services and administrative fees; iii) utilize City forces to complete the work and notify Contractor's Bonding Company of intent to bill for services rendered; iv) Proceed with termination of the entire contract There will be no second chances.

1. A Contractor who has failed to provide satisfactory landscape maintenance services in two (2) successive months shall be referred to the City Attorney to default the contract.

2. In addition, in the event the Public Works Director or designated representative finds that the Parks have not been maintained in accordance with additional inspections of the Parks to ascertain if there has been compliance with the Specifications, the Contractor shall pay to the City the sum of seventy-five dollars (\$75) for each such inspection, which sum shall be retained from the progress payments otherwise due the Contractor.

XIV. Replacements and Extra Work

1. General – the preceding chapters in these Specifications have been written to provide Park Maintenance Services that will keep Grantville City's Parks in a healthy and neat appearance. The following items listed will clarify other Park maintenance and material requirements that may not be included elsewhere in these Specifications.

- A. Typical replacement cost to be assumed by the Contractor:
1. Damaged plant material, due to the Contractor's maintenance practices, work performance or non-performance of services. Replacement standards shall be new container plants and shall be equal in size to the remaining growth in the ground or the surrounding existing mature size in the adjacent landscape area.
 2. Top dressing material such as decorative bark for planter and formal landscaped areas.
 3. Tree and shrub water basins, including mulching spread to the drip-lines of the vegetation.
- B. Extra Work
1. General – it shall be City policy to approve all extra work for the Contractor prior to beginning any landscape repairs or services that are not a part of this contract. The Public Works Director or designated representative, and the Contractor will agree to the extent of repairs for materials, maximum allowable labor and final acceptance to any repair or service performed by the Contractor. From time to time, the Public Works Director or designated representative will make very specific requests for work from the Contractor. Because these requests may originate from concerns of City officials or City residents, the Contractor must understand that time is of the essence for completion whether the work is part of regular maintenance or extra work in nature. It is the City's intent the Contractor shall be responsible to perform any extra work requested. These requests shall be made in writing and will identify by calendar date a time frame in which work needs to be completed as agreed upon by the Contractor.
 2. Billing for Extra Work - Extra work that has been approved by the Public Works Director or designated representative shall be billed on a separate invoice in duplicate and is not to be included on the invoice with the monthly payment. The invoice for extra work shall show the exact location of the work, including name of the park. It shall list the materials used with their unit price and total cost, the amount of time required to do the job and the cost for labor, providing that labor is chargeable to this extra work. If labor is allowed, travel time will not be counted, as it shall be understood by the Contractor that all work originates within the limits of Grantsville City.
 3. Extra Work Charges - All extra work may be paid based on personnel and equipment scale supplied in contract.
- C. Given to present economic times or drought conditions the City may find it necessary to reduce or increase service such as add or remove a park from the

maintenance program. The city and contractor will meet and negotiate cost cutting measures if this should be the case.

XV. Workmanship, Quality and Appearance Level

1. It is the intention of the City to require the highest level of quality in Park Maintenance compatible with standard practices as specified by the landscape maintenance details of this agreement.
2. The Contractor shall ensure that all work under this agreement is performed by fully qualified, experienced personnel directly employed by the Contractor. Additionally, the Contractor shall ensure that Contractor's employees are personally presentable at all times, and that such employees wear an appropriate uniform shirt, acceptable to the Public Works Director or designated representative, containing Contractor's identification, when such employees are performing services under this agreement.
3. The Contractor shall be responsible for the skills, methods, appearance and action of Contractor's employees and for all work done. The Contractor shall instruct all of Contractor's employees that they are not required to respond to questions, suggestions or instructions from City employees other than the Public Works Director or designated representative. The Contractor's employees shall be capable of answering general questions as presented by the general public in the field.
- 4.. The Contractor shall perform the work provided for in this agreement under the direction of the Public Works Director or designated representative. The Director or designated representative may make inspections at any time and may request that the Contractor perform additional work or services to bring Contractor's performance to the level required by this agreement. The Contractor shall cooperate with any representative designated by the Public Works Director to enable said Director to determine the Contractor's conformity with the provisions of this agreement and the adequacy of the work being performed.

XVI. Materials

1. The Contractor shall submit a list to the Public Works Director or designated representative of the materials that the Contractor proposes to use for the work. The list shall include the recommended usage and any other pertinent data by the manufacturer of the material. Said list shall be submitted in duplicate before any use of any product pursuant to the provisions of this agreement. Similar listing of changes in materials proposed for use by the Contractor shall be submitted prior to use of the products.
 - A. The following shall apply to the materials indicated:
 1. Water shall be provided by the City at each site.

2. Fertilizers shall be complete, furnishing the required percentage of nitrogen, phosphoric acid and potash to keep lawns, trees, shrubs and other plants in a healthy and vigorous growing condition.
3. Insecticides, fungicides, herbicides and rodenticides shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacturer's original container.
4. Tree stakes, tree ties and guy wires shall be of materials matching those existing on a work site, or as specified by the Public Works Director or designated representative.
5. Irrigation replacement parts shall be of the highest quality, name brand, and approved by Public Works Director or designated representative.

XVII. INSURANCE REQUIREMENTS FOR CONTRACTORS (WITH CONSTRUCTION RISKS)

1. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
2. Minimum Scope of Insurance
 - A. Coverage shall be at least as broad as:
 1. Workers' Compensation insurance as required by the State of Utah and Employer's Liability Insurance.
 2. Builder's Risk (Course of Construction) insurance covering all risks of loss less policy exclusions.
 3. Surety bonds.
 4. Professional Liability.
3. Minimum Limits of Insurance
 - A. Contractor shall maintain limits no less than:
 1. General Liability: (including operations, products, and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply

separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation: As required by the State of Utah.

4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

5. Builder's Risk: Completed value of the project with no coinsurance penalty provisions.

6. Professional Liability: \$1,000,000 as needed for design/build.

7. Contractor's Pollution Liability \$1,000,000 per occurrence \$2,000,000 policy aggregate

4. Deductibles and Self-Insured Retentions

A. Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

5. Other Insurance Provisions

A. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees, and volunteers are to be covered as insured with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, and volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) day's prior written notice has been provided to the Entity.

6. Verification of Coverage

A. Contractor shall furnish the Entity with original certificates and amendatory endorsements affecting coverage required by this clause.

7. Waiver of Subrogation

A. Contractor hereby agrees to waive subrogation which any insurer of contractor may acquire from contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

8. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the contractor, its employees, agents, and subcontractors.

9. Surety Bonds

A. Contractor may be required to provide the following surety bonds:

1. A Bid Bond.
2. A Performance Bond.
3. A Payment Bond.

For further information, please contact the Purchasing Division at (435) 884-4619.

XVIII. EQUAL OPPORTUNITIES IN EMPLOYMENT

1. The contractors and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor is required to submit policy statements: Affirmative Action and Equal Employment Opportunity (EEO). The Contractor and all Subcontractors shall, in all solicitation or advertisement for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

XIX. EMPLOYMENT STATUS VERIFICATION

1. Contractor shall register and fully comply with the Private Employer Verification Act, Utah Code Annotated §13-47-101, et seq. Contractor shall, by contract, require its contractors, subcontractors, contract employees, staffing agencies, or any contractors (regardless of their tier) to register and fully comply with the Private Employer Verification Act, Utah Code Annotated §13-47-101, et seq.

2. Contractor shall also agree to abide by the Federal and State regulations pertaining to Equal Opportunity Employment that requires project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin.

This Agreement entered into as of the day and year first written above.

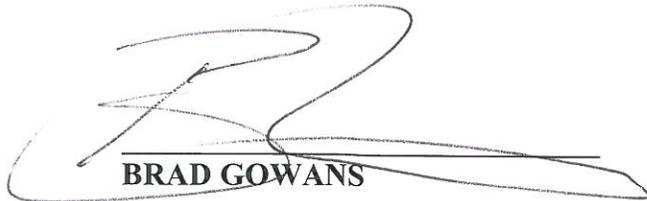


BRENT K. MARSHALL

Mayor of Grantsville City

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BRAD GOWANS

Turf-It Landscaping

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