

**NOTICE & REQUEST FOR BIDS
TOWN OF YOUNGTOWN**

Services : **MUNICIPAL FACILITIES LANDSCAPE
MAINTENANCE SERVICES**

Bid Opening/Deadline for Submittal: Opening date: April 10, 2024
Location: 12030 Clubhouse Square, Youngtown, AZ 85363
Town Staff Contact/ telephone number: (623) 933-8286
Contract Documents available at: Bid documents may be downloaded from
<http://youngtownaz.org> at no charge.

Date and Location for Submittal of Sealed Bids: Sealed bids will be received at the Town of Youngtown Clerk's Office, 12030 Clubhouse Square, Youngtown, AZ 85363 until 10:00 a.m. Date: April 10, 2024 for the above services. Bids must be submitted in a sealed envelope clearly marked on the outside with the name of the services. Any bid received after the time specified will be returned unopened. It is the Bidder's responsibility to assure bids are received at the above location on or before the specified time. Bids will be opened at 10:00 a.m. at the Town of Youngtown 12030 Clubhouse Square, Youngtown, AZ 85363, and the names of bidders publicly read aloud immediately after the time for receiving bids.

Work Summary: Youngtown seeks Municipal Facilities Landscape Maintenance services. The services are for the 2024-2025 Fiscal Year.

Bid Requirement: Each bid will be in accordance with the bid requirements, set forth in the Request for Bids, which may be downloaded from <http://www.youngtownaz.org> or obtained by contacting Public Works Manager, Marty Mosbrucker at 623-933-8286. Any bid which does not conform in all material respects to the Request for Bids will be considered non-responsive.

Right to Reject Bids: Youngtown reserves the right to reject any or all bids, waive any informality in a bid or to withhold the Award for any reason Youngtown determines.

Equal Opportunity: Youngtown is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit bids on this solicitation.

DATED: March 13, 2024

Publication Dates
03/19/2024 and 03/21/2024
03/26/2024 and 03/28/2024

TOWN OF YOUNGTOWN, ARIZONA


Nicole Smart, Town Clerk

**REQUEST FOR BID DOCUMENTS FOR:
MUNICIPAL FACILITIES LANDSCAPE MAINTENANCE SERVICES
FOR THE TOWN OF YOUNGTOWN, ARIZONA**

The Town intends to contract with a vendor to provide landscape services in compliance with these specifications.

I. REQUIREMENTS FOR BIDDERS.

1.1 Bid Opening Date and Location: Bids will be received in the office of the Town Clerk, 12030 Clubhouse Square, Youngtown, AZ 85363 until 10:00 a.m. Date: April 10, 2024 for the above services, at which time the names of the Bidders will be opened and publicly read. Bid prices will not be read. Late Bids will not be considered.

1.2 Bid Documents Available: The Bid Documents consist of four parts: I. Requirements for Bidders, II. General Conditions, III. Scope of Work, and IV. Bidder's Bid (form). The Bid Documents are available at the Town of Youngtown Clerk's Office, 12030 Clubhouse Square, Youngtown, AZ 85363; or by contacting Public Works Manager, Marty Mosbrucker at 623-933-8286 and may be obtained upon request.

1.3 Incorporation of Bid Documents: All of the Bid Documents apply to and become a part of the terms and conditions of the Bid.

1.4 Bid Form: Bids must be submitted only on the Bid form. All Bids must be submitted in a sealed envelope clearly marked "Bid for Municipal Facilities Landscape Maintenance Services - Office of the Town Clerk."

1.5 Town's Right to Reject Bids: The Town of Youngtown reserves the right to reject any and all Bids and to waive technicalities.

1.6 Late Bids: Late submittals and/or unsigned Bids will not be considered under any circumstances. Envelopes containing Bids with insufficient postage will not be accepted by the Town. It is the sole responsibility of the Bidder to see that its Bid is delivered and received by the proper time and at the proper place.

1.7 Bid Amendment or Withdrawal: A Bid may be withdrawn any time before the Bid due date and time. A Bid may not be amended or withdrawn after the Bid due date and time except as otherwise provided by applicable law.

1.8 Public Record: All Bids submitted in response to this solicitation and all evaluation related records shall become property of the Town and shall become a matter of public record for review, subsequent to Bid opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to the Town in Bids submitted, and the information sought to be protected clearly marked as proprietary. The Town will not ensure confidentiality of any portion of the Bid that is submitted in the event that a public record request is made. The Town will provide 48 hours'

notice before releasing materials identified by the Bid as confidential or proprietary in order for the Bidder to apply for a court order blocking the release of the information.

1.9 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.10 Bid Acceptance Period: All Bids shall remain open for two (2) days after the day of the opening of Bids, but the Town may, at its sole discretion, release any Bid and return the Bid security (as applicable) prior to that date. No Bidder may withdraw his Bid during this period without written permission from the Town. Should any Bidder refuse to enter into a contract, under the terms and conditions of the procurement, The Town may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.11 Addendum: This Request for Bids may only be modified by a written Addendum. Potential Bidders are responsible for obtaining all addenda.

1.12 Bidder Registration: Bidders shall register with Marty Mosbrucker at 623-933-8286 in order to receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. A Bidder who is not so registered must contact the Town Contact person, Marty Mosbrucker at 623-933-8286 to make other arrangements to receive notice of Addenda to this Solicitation. All addenda will be posted on the Town website at <https://www.youngtownaz.org>.

1.13 Bid Bond: None required for landscape services.

1.14 General Evaluation Standards:

1.14.1 Evaluation Criteria: The Town seeks to obtain the services described above in the Scope of Work. The Town will evaluate Bids on the selection criteria set forth below. The Town will be the sole judge of whether the services offered are acceptable. Bids from individuals who have provided inadequate services to municipalities in the past, or Bids offering services proven unsatisfactory in the Town's sole judgment, may be rejected and not considered.

- A. Firm Experience and Capability
- B. Expertise of Firm's Key Staff
- C. Local Firm Consideration
- D. Prior Projects with Town
- E. Other Prior Projects
- F. Insurability

1.14.2 Right to Reject: The Town reserves the right to reject any or all Bids or any part thereof, or to accept any Bid, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any Bid when it determines that it is in its best interest to do so.

1.14.3 Disqualification: A Bidder (including each of its principals) who is lawfully prohibited from any public procurement activity may have its Bid rejected.

1.14.4 Clarifications: The Town reserves the right to obtain Bidder clarifications where necessary to arrive at full and complete understanding of Bidder's product, service, and/or solicitation response. Clarification means a communication with a Bidder for the sole purpose of eliminating ambiguities in the Bid and does not give Bidder an opportunity to revise or modify its Bid.

1.14.5 Waiver and Rejection Rights: The Town reserves the right to reject any or all Bids or to cancel the solicitation altogether, to waive any informality or irregularity in any Bid received, and to be the sole judge of the merits of the respective Bids received.

1.15 Bid Preparation:

1.15.1 Format: Bidders shall submit their Bid with an original and 3 copies and the Bid shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms provided.

1.15.2 No Facsimile or Electronic Mail Bids: Bids may not be submitted in facsimile or electronically. A facsimile or electronic mail Bid shall be rejected.

1.15.3 Typed or Ink Corrections: The Bid shall be typed or in ink. Erasures, interlineations, or other modifications in the Bid shall be initialed in ink by the person signing the Bid.

1.15.4 No Modifications: Modifications shall not be permitted after Bids have been opened except as otherwise provided under applicable law.

1.15.5 Content: The Bid shall contain all of the following information:

Brief Description of the Bidder's Firm:

- A. Office location
- B. Length of time in business
- C. Total number of employees and number of local employees
- D. Names of principals, their disciplines, and Arizona registration.
- E. Services provided by the firm
- F. Experience in providing similar services within the last five (5) years
- G. Three (3) references

Subcontractors:

Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have worked with your firm.

Project Team:

List those individuals who will do the work on this Contract. Provide the following information for each team member:

- A. Team assignment
- B. General qualifications
- C. Any project experience directly relevant to this Contract while with this firm
- D. Indicate current workload and *certify* that no team members will be substituted without prior approval from the Town of Youngtown

Relevant Experience:

Include brief descriptions of Services completed by the project team that directly relate to this Contract. Information requested includes project name, client, locations, budget, completion date, and functional use of the facility. Current client contact and telephone numbers for each project are also requested. Indicate whether the design was completed on schedule, within budget, and please indicate and describe the circumstances. Also, indicate design problems encountered and solutions to those problems which were developed by the project team.

Approach:

Demonstrate the understanding of the Services and the steps you will undertake to accomplish the task. Discuss the firm's unique ability, if any, to professionally provide project management services.

1.15.6 Solicitation Addendum Acknowledgement: Each Solicitation Addendum shall be acknowledged in the Bid Section, which shall be submitted together with the Bid on the Bid due date and time. Failure to note a Solicitation Addendum may result in rejection of the Bid.

1.15.7 Evidence of Intent to be Bound: The Bid form within the Solicitation shall be submitted with the Bid and shall include a signature by a person authorized to sign the Bid. The signature shall signify the Bidder's intent to be bound by its Bid and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Bid.

1.15.8 Non-Collusion and Non-Discrimination: By signing and submitting the Bid, the Bidder certifies that: the Bidder did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Bid; and the Bidder does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.16 Inquiries:

1.16.1 Duty to Examine: It is the responsibility of each Bidder to examine the entire Solicitation, seek clarification (inquiries), and examine its Bid for accuracy before submitting the Bid. Lack of care in preparing a Bid shall not be grounds for modifying or withdrawing the Bid after the Bid due date and time, nor shall it give rise to any Contract claim.

1.16.2 Contact Person: Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Bidder shall not contact or direct inquiries concerning this Solicitation to any other Town employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.16.3 Submission of Inquiries: All inquiries shall be submitted in writing and shall refer to the appropriate Solicitation number, page, and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as a Bid and not be opened until after the Bid due date and time. The Town shall consider the relevancy of the inquiry but is not required to respond in writing.

1.16.4 Timeliness: Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Bid due date and time for review and determination by the Town. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.16.5 No Right to Rely on Verbal Responses: A Bidder shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal: If funds for this Contract are not appropriated or budgeted by July 1, 2024, Town may terminate this contract by giving written notice to Contractor. Otherwise, the Town may award a **one (1) year contract** with an option to renew for **up to two (2) additional one (1) year terms**. The price for any renewal term may be adjusted by percent net change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average or similar publication from the prior year. The Contract may be renewed upon written approval of Town Manager if the original prices remain in effect during the renewal term. If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit evidence of increased costs to the Contractor. Any price adjustment shall be in the sole discretion of Town and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Contract extension review process. A price adjustment of less than 10% of the original contract price may be approved by the Town Manager. The Town Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

2.2 Cooperative Use of Contract: Upon written approval of the Successful Bidder and Town, this Contract may be tendered for use by other municipalities and government agencies.

III. SCOPE OF WORK

3.1 See attached **Exhibit A.**

IV. BIDDER'S BID

4.1 Bidder's Bid: For the Bid opening _____, 2024 for services.

4.2 Covenant Clause: It is expressly agreed by Bidder that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Bidder declares that before preparing this Bid, he or she has read the Bid Documents carefully, and that this Bid is made with full knowledge of the kind, quality, and quantity of services to be furnished by signing this Bid. Bidder agrees to all conditions contained in the Bid Documents.

4.4 Bid Price: _____

4.5 Contract Acceptance: Bidder proposes and agrees that if this Bid is accepted, he or she will enter into a contract with the Town of Youngtown within ten (10) days after the Town's acceptance of this Bid at the listed scheduled price.

4.6 Affidavit: The following affidavit is submitted by the Bidder as part of this Bid:

State of Arizona)
) ss.
Maricopa County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing Bid; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Bidder; that Bidder has not directly or indirectly entered into any agreement, express or implied, with any Bidder or Bidders, having for its object the controlling of the price or amount of such Bid or Bids, the limiting of the Bids or the Bidders, the parceling out to any Bidder or any other person of any part of the contract or any part of the subject matter of the Bid or Bids or of the profits thereof, and that he/she has not and will not divulge the sealed Bid to any other person whatsoever, except those having a partnership or financial interest with him and said Bidder, until after the sealed Bid or Bids are open.

That Bidder has received and reviewed all Addenda Nos. _____ issued for this Bid. (Bidder's failure to list all Addenda numbers issued shall be grounds for rejection of the Bid).

Name

Title

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20__,
by _____.

Notary Public

My Commission Expires:

EXHIBIT A

SCOPE OF WORK

The work shall consist of the provision of all labor, materials, equipment, and transportation required to complete the maintenance of Town of Youngtown parks and open spaces as identified in **Appendix A**, in strict accordance with the conditions and specifications of Contract Documents. In all cases, the site boundaries extend to any fence, wall, or gutter line of the adjacent street, including all sidewalks and tree wells. If a fence lies between the park area and an adjacent building or gutter line, the site boundaries extend to that building or gutter line. The work shall include, but is not necessarily limited to, the following:

- Initial site visit and assessment with Town representative(s).
- Securing any necessary permits and approvals as may be required before commencement of any work requiring same, including Blue Stake.
- Providing a schedule of work for Town's review and approval.
- Meeting with Town staff on a periodic basis.
- Edging.
- Mowing and trimming around trees.
- Litter and debris pickup, to include removal of trash from trash cans, replace contractor supplied trash bags in trash can.
- Blowing of hardscape areas.
- During the winter season when grass is dormant and the grass does not require mowing: trimming of shrubs and light tree trimming.
- Testing of sprinkler systems and repair of same from the valve forward to and including the sprinkler head. Checking and adjustment of sprinkler and drip systems for proper coverage. Seasonal adjustment of timer systems.
- Storm clean-up. (See Technical Specifications for Storm Events)
- 111th Ave. bus stop trash receptacle removal to include replacement of trash bags.

Safety Requirements/Equipment.

- The Contractor shall comply with the safety requirements of local, state and federal agencies, including but not limited to personal safety devices as required by OSHA.
- The Contractor shall comply with the Town of Youngtown ordinances concerning the use of gas-powered mowers, trimmers or blowers, and dust control.
- The Contractor shall furnish all tools and labor necessary to perform the work.

Care and Protection of Persons and Property.

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- Employees on the site and other persons who may be affected thereby;
- The work, materials, and equipment to be incorporated therein, whether in storage or on site, under the care, custody or control of the Contractor or subcontractors;

- Other property at the site or adjacent or in close proximity thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal; relocation, or replacement; and,
- Any other property of the Town, whether or not forming part of the work, located at the site or adjacent thereto in areas to which the Contractor has access.
- These precautions require compliance with the Town of Youngtown Municipal Code, in particular compliance with local noise ordinances, Blue Stake regulations, and dust control requirements.
- The Contractor shall not drive onto or across any turf areas with vehicles other than its turf tractors and related lawn-care equipment, without the expressed permission of the Town. Should the Contractor violate this provision, the Town shall hold the Contractor responsible for any restorative work, including but not limited to turf aeration, over seeding or sod replacement, and irrigation repair.

Communications.

- The Contractor shall provide to the Public Works Manager or her/his designee all telephone, or cellular numbers where its representative(s) may be reached between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, during the Contract term. The Public Works Manager or her/his designee will provide same to the Contractor.

TECHNICAL SPECIFICATIONS

The maintenance of all parks and other locations, including open spaces, within the scope of this contract will be directed by the Public Works Manager or her/his designee. The Contractor shall pay close attention to the provisions of the General Conditions of these Contract Documents, as well as the Technical Specifications described herein.

Maintenance Method.

- ***Planting, Weeding and Edging.*** The Contractor shall edge along boundaries as identified by the Town in the initial site visit and assessment, and maintain them throughout the growing season. Edging shall be performed using either a gas-powered edger or hand edgers. Edging with a string trimmer may be acceptable, provided reasonable and necessary precautions are taken to protect plants and shrubs. Planting beds and mulched areas shall be kept weed free throughout the growing season. Weed control in planting beds and rock areas shall be the responsibility of the Contractor. Weeds shall be removed manually, including the root stock or by chemical means or machinery used for weed removal.
- ***Mowing.*** The Contractor shall mow all turf areas as necessary; for example, mowing will likely be necessary weekly during warmer months, but not during winter months when the grass is dormant. Weather permitting; mowing shall be completed on the same day of the week. The Contractor and the Town shall agree on upon the optimum day prior to the beginning of the growing season. The Town shall reserve the right to adjust the designated day of the week based on seasonal programming schedule changes, with advance notice to

the Contractor. The Town reserves the right to direct the Contractor to postpone a scheduled mowing due to weather or other uncontrollable conditions. All litter and debris (including but not limited to sticks, branches, stones, paper, cigarette butts, glass, cans, fecal matter, balls, balloons, etc.) shall be removed from the turf area prior to mowing. Care shall be taken to avoid clumping, scalping, or damage to trees, shrubs, and other park accessories. The mowing height shall be 2½ inches throughout the season, unless otherwise directed by the Town. The Town may instruct the Contractor to mow at a lower height for the final mowing of the season. The Contractor shall ensure that mower blades are sharpened at least once weekly. The Contractor shall not fuel equipment on any turf area. Grass clippings will be discharged on-site unless otherwise determined at the initial site visit and assessment. All athletic fields shall be mowed with a deck width not smaller than 60 inches unless otherwise directed by the Town. In areas large enough, mowing patterns shall vary weekly.

- **Trimming.** The Contractor shall not be normally responsible for tree trimming. The Town may request the Contractor to trim trees and/or shrubs in lieu of mowing or during the winter months when mowing is not necessary. The Contractor shall be responsible for trimming grass around trees (as described more fully below), and shall trim all areas on the same day that mowing takes place. Areas to be trimmed (along, around, adjacent to, under, in, on, etc.) shall include but are not necessarily limited to: fence lines, benches, bleachers, gates, infield edges, planting beds, walls, walkways, curbs, signs, trees, tree wells, play equipment, embankments, drinking fountains, fire hydrants, or any other areas within the property where tall grass and/or weeds are present. The Contractor shall ensure that lawn areas are not scalped and that trees, shrubs, groundcovers, flowers, etc. are not girdled or damaged. Following mowing and trimming, the Contractor shall clear all hardscape and play areas of weed and grass clippings and dispose as litter.
- **Irrigation Repair; Seasonal Adjustment.** The Contractor shall be responsible for irrigation repair from the valve(s) forward to include the sprinkler head. Main line repairs and valve repairs/replacements will be an additional charge to the Town after discussion and approval from the Town to repair. Sprinkler heads are to be checked and adjusted to provide proper turf coverage. Drip systems will be checked and adjusted to provide the proper water volume per plant requirements. Automatic water timers will be seasonally adjusted to provide sufficient water while attempting to conserve water. The replacement of trees and shrubs due to Contractor negligence, i.e., insufficient or over watering, costs for similar landscape material will be absorbed by the contractor.
- **Blowing.** All hardscape areas, including but not limited to walkways (asphalt, concrete, or stone dust), driveways, sidewalks, basketball courts, playground surfacing, tracks, etc. shall be blown free of litter and debris once per week on the same day that mowing activity takes place. Any litter or debris collected shall be disposed (see section labeled “Litter and Debris Pickup”). Under no circumstances shall any litter or debris be blown, swept, or raked onto an adjacent street, gutter, or into a catch basin.

- ***Litter and Debris Pickup; Rubbish Consolidation.*** Litter and debris are defined as both organic and inorganic material, including, but not limited to, those items in the section labeled “Litter and Debris Pickup”, which are present within the site boundaries, including but not limited to turf areas, planting beds, playground areas and courts, and hardscape areas (including sidewalks and gutters). Rubbish is defined as any material that has been collected in barrels, bags, baskets, or other containers with the intent of further disposal off site. Litter, debris, and rubbish shall be collected and removed from the site by no later than the end of each day of work on site. Contractor to remove trash from park trash cans and replace trash bags with contractor supplied trash bags.
- ***111th Ave. Bus Stop Trash.*** Bus stop trash at six bus stops along 111th Ave., to be removed weekly. Contractor to replace trash bags with contractor supplied trash bags.
- ***Playground Surfacing.*** In playground areas with loose-fill surfacing (e.g., wood fiber, sand, shredded rubber, etc.), the Contractor shall remove and dispose of all litter and debris (see section labeled “Litter and Debris Pickup”) on the same schedule as litter and debris pickup in the remainder of the site. The Contractor shall then rake the loose-fill surfacing to a level grade, taking care to eliminate ruts or depressions in high traffic areas (e.g., under swings, at base of slides). For surfaces of poured rubber or rubber tiles, the Contractor shall remove and dispose of all litter and debris, and if any loose-fill surfacing has migrated from adjacent areas, return that material to the original area.
- ***Storm Events.*** In the event of a major rain, wind, or dust storm, the Contractor or the Town shall, within forty-eight hours, contact the Town to determine whether, and where, clean-up of landscape is required due to the storm. The contractor shall provide a quote to clean up storm damage. If the quote is authorized and approved by the Town, the Contractor shall be responsible for conducting all work necessary to clean-up the areas described in this Contract to their pre-storm condition of receiving the Town’s approval. Such work may include, but is not limited to, removing tree branches, staking or re-staking of trees.
- ***Inspection, Remedies, and Acceptance.*** The Town may inspect the sites within the scope of work of these Contract Documents on each day that the Contractor performs work there. The Town shall inform the Contractor’s on-site Managing Agent, and inform the Contractor in writing, if necessary, of any deficiencies in the work. The Contractor and the Town shall agree on a timetable for the remedy of any deficiencies. Upon completion of the remedies, and after another inspection of the site, the Town shall notify the Contractor of the Town’s acceptance of the work. The Contractor shall not invoice the Town for any work that has not been accepted by the Town.

Contractor is responsible for inspecting all locations, existing landscaping, and conditions prior to execution of this Contract and execution represents that the Contractor is familiar with the same

Appendix A

The work to be performed under the terms of this agreement shall include the following locations within the Town of Youngtown:

- Greer Park North, located at 112th Avenue and Alabama Avenue: Landscape type is grass; area is approximately 0.481 acres.
- Greer Park South, located at 112th Avenue and Alabama Avenue: Landscape type is grass; area is approximately 0.548 acres.
- Caliche Park, located at 113th Avenue and Duluth Avenue: Landscape type is grass; area is approximately 1.29 acres
- Memorial Park, located at 111th Avenue and Peoria Avenue: Landscape type is grass and rock; grass covers approximately 0.471 acres and rock covers approximately 0.142 acres.
- Schleifer Park, located at 114th Avenue and Alabama Avenue: Landscape type is grass and rock and playground areas; grass covers approximately 0.521 acres and rock covers approximately 0.040 acres.
- Citizens Dog Park, located at 113th Avenue and Alabama Avenue: Landscape type is grass; area is approximately 0.425 acres.
- Maricopa Lake Park, located at 114th Avenue and Connecticut Avenue: Landscape type is grass and rock, with a lake covering approximately 2.8 acres; grass covers approximately 2.64 acres and rock covers approximately 0.905 acres.
- David C. Uribe Memorial Park, located at Agua Fria Parkway and Olive Avenue: Landscape type is grass; area is approximately 3.5 acres.
- 111th Avenue west side located south of Grand Avenue proceeding south to Peoria Avenue: Bus Stop (6) trash receptacles.

**FORM OF AGREEMENT FOR MUNICIPAL
FACILITIES LANDSCAPE MAINTENANCE SERVICES**

This Agreement made and entered into this _____ day of _____, by and between _____, hereinafter designated as 'Contractor', and the Town of Youngtown, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as 'Town'.

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. **Project Description:** Contractor shall perform, or cause to be done and performed in a good and workman-like manner the project entitled Municipal Facilities Landscape Maintenance Services, hereinafter referred to as "The Project" or "The Work", in accordance with and as more fully described in the Scope of Work attached as **Exhibit A**, which is incorporated herein by reference and made a part hereof as though set forth in full.
2. **Independent Contractor:** Contractor agrees he/she is an independent contractor and not an agent or employee of the Town. Contractor shall supervise and direct the work to be done, using his/her best skill and attention. Contractor shall be solely responsible for all means, methods, techniques, sequences, procedures and for coordinating all portions of the Work required by this Agreement. Contractor shall be responsible to the Town for the acts and omissions of his/her employees, subcontractors and their agents and employees, and other persons performing any of the Work under this Agreement.
3. **Managing Agent:** Contractor shall employ a competent project Managing Agent and necessary assistants who shall be present at the Project site(s) during the progress of the Work. The Managing Agent or the Managing Agent's authorized representative (Field Supervisor) shall be present at the project site during the progress of the Work. The Managing Agent, or the Managing Agent's authorized representative, shall represent and be the agent(s) of the Contractor, and communications given to the Managing Agent or the Managing Agent's authorized representative shall be as binding as if given to the Contractor.
4. **Warranty:** Unless otherwise provided in the Contract Documents, Contractor warrants to Town that all Work will be of good quality, with service performed in accordance with industry standards.
5. **Town's Right to Stop, Carry Out or Correct the Work:** If at any time during the performance of the Work it appears to the Town, in its sole discretion, that Contractor will not complete the Work according to the contract terms, or if the manner in which the Contractor carries out its obligations is substandard, the Town shall have the sole and absolute right on seventy-two (72) hours written notice delivered to Contractor to replace Contractor by taking over the Work or procuring another to complete the Work and terminate this Agreement either for the Town's convenience or because of the failure of the Contractor to fulfill his contract obligations. Such taking over shall not constitute or be construed as a waiver by Town of any action, claim or demand Town may have against Contractor by reason of injury or damage resulting to Town because of

Contractor's failure of performance hereunder. Contractor shall pay to Town a sum equal to Town's total costs of completing such work, and a sum for reasonable attorney's fees and litigation expenses, if litigation is necessary, in taking over and completing such Work. In no event shall any delay in performance hereunder by Contractor be excused unless, and then to the extent only, such delay is excused by the Town in writing.

6. Subcontractors: The names of subcontractors submitted at the time of the submission of the bid to the Town shall be assumed to be the subcontractors which the Contractor shall use for Work required to be done under Contract Documents. Contractor shall notify the Town of any proposed changes in subcontractors prior to making a substitution. The Contractor shall make no substitution for any subcontractor, person, or entity previously selected if the Town makes a reasonable objection to such substitution. Contractor shall not contract with any subcontractor to whom Town has made a reasonable objection. Contractor shall not be required to contract with anyone to whom he has made a reasonable objection.

7. Insurance: Contractor shall provide and maintain minimum insurance limits as follows:

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$100,000.
Comprehensive General Liability Insurance	\$1,000,000. - Bodily Injury Combined Single Limit
Including:	\$1,000,000. Property Damage
Comprehensive Automobile Liability Insurance	\$1,000,000. - Bodily Injury Combined Single Limit
Including:	\$1,000,000. Property Damage
(a) Non-owned Vehicles	
(b) Leased Vehicles	
(c) Hired vehicles	

7.1. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with "Best Rated A" or better by the A.M. Best Company. The policies shall contain a provision that the policy will not expire, be cancelled or materially changed to affect the coverage available without thirty (30) days advance written notice to the Town. Failure to maintain insurance as specified shall result in termination of this Agreement at the Town's option.

7.2. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or an endorsement cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its

obligation to maintain the required insurance at all times during the performance of this Agreement.

7.3. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

7.4. All insurance required herein shall be maintained in full force and effect until all services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by Town.

7.5. Contractor's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide protection of the Town as an Additional Insured.

7.6. All policies, except Workers' Compensation Insurance and Professional Liability, shall contain a waiver of rights of recovery (subrogation) against Town, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the acts of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

7.7. Within two weeks after executing this Agreement and prior to commencing any activities authorized by this Agreement, Contractor shall furnish the Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance of and reliance by the Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Manager. If any of the above-cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

8. **Governing Law:** This contract shall be governed by the laws of the State of Arizona.

9. **Compensation and Method of Payment.**

9.1 All compensation for complete and satisfactory completion of Services rendered by Contractor, including its subcontractor(s), shall be set forth in **Exhibit B** and shall not exceed \$ _____.

9.2 Method of Payment. Method of payment shall be set forth in **Exhibit B**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed.

9.3 Invoices. Town reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by the Town.

9.4 The Contractor shall provide to the Town its completed W-9 Form prior to receipt of any Compensation.

9.5 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, the Town will assist the Contractor in applying for and obtaining the same.

10. Termination: The Town may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days' notice, either for the Town's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by the Town to fulfill its obligations.

If the Agreement is terminated, the Town shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

11. Change Orders: A change order is a written order to the Contractor signed by the Public Works Manager or other person designated in the Contract Documents, issued after execution of this Contract, authorizing a change in the Work or an adjustment in the contract sum or the contract time. A change order signed by the Contractor indicates his agreement therewith. A form of change order is attached hereto as **Exhibit C**. Town, without invalidating the contract, may order changes in the Work, in the general scope of the contract consisting of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the Work shall be authorized by change order, and shall be performed under the applicable conditions of the contract documents. The Public Works Manager shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or extension of the contract time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Town and the Contractor. The Contractor shall carry out such written orders promptly.

12. Contract Term: If funds for this Contract are not appropriated or budgeted by July 1, 2024, Town may terminate this contract by giving written notice to Contractor. Otherwise, the Town may award a one (1) year contract with an option to renew for up to two (2) additional one (1) year terms. The price for any renewal term may be adjusted by percent net change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average or similar publication from the prior year. If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit evidence of increased costs to the Town. Any price adjustment shall be in the sole discretion of Town and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Contract extension review process. A price adjustment of less than 10% of the original contract price may be approved by the Purchasing Officer. The Town Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

13. Successors and Assigns: The Town and the Contractor each binds himself, his partners, successors, assigns and legal representatives to all covenants, agreements and obligations contained in the contract documents. Neither party to the contract shall assign the contract or sublet it without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it without the previous written consent of the Town.

14. Written Notice: All notices and demands required or permitted by this contract shall be in writing and shall be deemed to have been given or properly served when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Paragraph; (2) delivered personally to the authorized representative of the parties to this Contract; or (3) if given by telefacsimile, when addressed and transmitted to the respective telefacsimile number as specified below or to such other address or telefacsimile number as may be furnished by either party to the other pursuant to this Paragraph, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by telefacsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Paragraph.

NAME OF CONTRACTOR

TOWN OF YOUNGTOWN

Jeanne Blackman
Town Manager
12030 N. Clubhouse Square
Youngtown, Arizona 85363-1212
623-933-8286
623-933-5951 (Fax)

15. **Claims for Damages:** Should either party to the contract suffer injury or damage to personal property because of any act or omission of the other party or of his employees, agents for whose acts it is legally liable, claims shall be made in writing to such other party within a reasonable time after the first observance of such injury or damages. The Contractor shall be required to report all claims to the Town within one year of their occurrence or completion of the Contract whichever is earlier.

16. **Rights and Remedies:** The Contractor shall be held responsible for the duties and obligations imposed by the Contract Documents and the rights and remedies available by law. No action or failure to act by the Town or Contractor shall constitute a waiver of any right or duty afforded them under the contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach of the contract, except as may be specifically agreed in writing.

17. **Right of Cancellation:** Under Section 38-511, Arizona Revised Statutes, as amended, the Town of Youngtown may cancel any contract it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event the Town elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, the Town agrees to immediately give notice thereof to Contractor.

18. **Litigation:** Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

19. **Force Majeure:** In the event either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Contract, the obligations hereunder of the parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. The term "force majeure" as employed in the Contract shall mean acts of God, strikes, lockouts or other industrial or labor disturbances, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, civil disturbances, injunctions, and other interruptions beyond the reasonable control of the parties. Nothing herein contained shall be construed as requiring either party to settle a strike or labor dispute against its will. Nothing herein shall prohibit Town at its expense from using whatever self-help remedies which may be available to it.

20. **Modifications/Amendments:** The Town and the Contractor agree that this Agreement represents the entire agreement of the parties. Any modification or amendment hereto shall be performed in writing and signed by the Town and the Contractor.

21. Federal, State and Local Laws: Contractor warrants that in the performance of this Contract it shall comply with all applicable Federal State and local laws and ordinance and all lawful orders, rules and regulations. This warranty includes, but is not limited to, the following:

Immigration Law Compliance Warranty.

21.1. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

21.2. If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

21.3. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

21.4 Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

21.5 If state law is amended, the parties may modify this paragraph consistent with state law.

22. Exclusive Use of Services – Confidentiality: The Services agreed to be provided by Contractor within this Agreement are for the exclusive use of the Town and Contractor shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

23. Sole Agreement: There are no understandings or agreements except as herein expressly stated.

24. Assignability: The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Town thereto.

25. **Israel:** To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, Contractor hereby certifies that it is not currently engaged in and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

26. **China:** Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People’s Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. Contractor also hereby agrees to indemnify and hold harmless the Town, its officials, employees, and agents from any claims or causes of action relating to the Town’s action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Town in defending such as action.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed, the day and year last herein written.

TOWN OF YOUNGTOWN

BY _____
Michael LeVault, Mayor

Date _____

ATTEST:

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Pierce Coleman PLLC
Town Attorneys

CONTRACTOR NAME

BY: _____
ITS: _____
Date _____

EXHIBIT A

SCOPE OF WORK

The work shall consist of the provision of all labor, materials, equipment, and transportation required to complete the maintenance of Town of Youngtown parks and open spaces as identified in **Appendix A**, in strict accordance with the conditions and specifications of Contract Documents. In all cases, the site boundaries extend to any fence, wall, or gutter line of the adjacent street, including all sidewalks and tree wells. If a fence lies between the park area and an adjacent building or gutter line, the site boundaries extend to that building or gutter line. The work shall include, but is not necessarily limited to, the following:

- Initial site visit and assessment with Town representative(s).
- Securing any necessary permits and approvals as may be required before commencement of any work requiring same, including Blue Stake.
- Providing a schedule of work for Town's review and approval.
- Meeting with Town staff on a periodic basis.
- Edging.
- Mowing and trimming around trees.
- Litter and debris pickup, to include removal of trash from trash cans, replace contractor supplied trash bags in trash can.
- Blowing of hardscape areas.
- During the winter season when grass is dormant and the grass does not require mowing: trimming of shrubs and light tree trimming.
- Testing of sprinkler systems and repair of same from the valve forward to and including the sprinkler head. Checking and adjustment of sprinkler and drip systems for proper coverage. Seasonal adjustment of timer systems.
- Storm clean-up. (See Technical Specifications for Storm Events)
- 111th Ave. bus stop trash receptacle removal to include replacement of trash bags.

Safety Requirements/Equipment.

- The Contractor shall comply with the safety requirements of local, state and federal agencies, including but not limited to personal safety devices as required by OSHA.
- The Contractor shall comply with the Town of Youngtown ordinances concerning the use of gas-powered mowers, trimmers or blowers, and dust control.
- The Contractor shall furnish all tools and labor necessary to perform the work.

Care and Protection of Persons and Property.

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- Employees on the site and other persons who may be affected thereby;
- The work, materials, and equipment to be incorporated therein, whether in storage or on site, under the care, custody or control of the Contractor or subcontractors;

- Other property at the site or adjacent or in close proximity thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement; and,
- Any other property of the Town, whether or not forming part of the work, located at the site or adjacent thereto in areas to which the Contractor has access.
- These precautions require compliance with the Town of Youngtown Municipal Code, in particular compliance with local noise ordinances, Blue Stake regulations, and dust control requirements.
- The Contractor shall not drive onto or across any turf areas with vehicles other than its turf tractors and related lawn-care equipment, without the expressed permission of the Town. Should the Contractor violate this provision, the Town shall hold the Contractor responsible for any restorative work, including but not limited to turf aeration, over seeding or sod replacement, and irrigation repair.

Communications.

- The Contractor shall provide to the Public Works Manager or her/his designee all telephone, or cellular numbers where its representative(s) may be reached between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, during the Contract term. The Public Works Manager or her/his designee will provide same to the Contractor.

TECHNICAL SPECIFICATIONS

The maintenance of all parks and other locations, including open spaces, within the scope of this contract will be directed by the Public Works Manager or her/his designee. The Contractor shall pay close attention to the provisions of the General Conditions of these Contract Documents, as well as the Technical Specifications described herein.

Maintenance Method.

- ***Planting, Weeding and Edging.*** The Contractor shall edge along boundaries as identified by the Town in the initial site visit and assessment, and maintain them throughout the growing season. Edging shall be performed using either a gas-powered edger or hand edgers. Edging with a string trimmer may be acceptable, provided reasonable and necessary precautions are taken to protect plants and shrubs. Planting beds and mulched areas shall be kept weed free throughout the growing season. Weed control in planting beds and rock areas shall be the responsibility of the Contractor. Weeds shall be removed manually, including the root stock or by chemical means or machinery used for weed removal.
- ***Mowing.*** The Contractor shall mow all turf areas as necessary; for example, mowing will likely be necessary weekly during warmer months, but not during winter months when the grass is dormant. Weather permitting; mowing shall be completed on the same day of the week. The Contractor and the Town shall agree upon the optimum day prior to the beginning of the growing season. The Town shall reserve the right to adjust the designated

day of the week based on seasonal programming schedule changes, with advance notice to the Contractor. The Town reserves the right to direct the Contractor to postpone a scheduled mowing due to weather or other uncontrollable conditions. All litter and debris (including but not limited to sticks, branches, stones, paper, cigarette butts, glass, cans, fecal matter, balls, balloons, etc.) shall be removed from the turf area prior to mowing. Care shall be taken to avoid clumping, scalping, or damage to trees, shrubs, and other park accessories. The mowing height shall be 2½ inches throughout the season, unless otherwise directed by the Town. The Town may instruct the Contractor to mow at a lower height for the final mowing of the season. The Contractor shall ensure that mower blades are sharpened at least once weekly. The Contractor shall not fuel equipment on any turf area. Grass clippings will be discharged on-site unless otherwise determined at the initial site visit and assessment. All athletic fields shall be mowed with a deck width not smaller than 60 inches unless otherwise directed by the Town. In areas large enough, mowing patterns shall vary weekly.

- **Trimming.** The Contractor shall not be normally responsible for tree trimming. The Town may request the Contractor to trim trees and/or shrubs in lieu of mowing or during the winter months when mowing is not necessary. The Contractor shall be responsible for trimming grass around trees (as described more fully below), and shall trim all areas on the same day that mowing takes place. Areas to be trimmed (along, around, adjacent to, under, in, on, etc.) shall include but are not necessarily limited to: fence lines, benches, bleachers, gates, infield edges, planting beds, walls, walkways, curbs, signs, trees, tree wells, play equipment, embankments, drinking fountains, fire hydrants, or any other areas within the property where tall grass and/or weeds are present. The Contractor shall ensure that lawn areas are not scalped and that trees, shrubs, groundcovers, flowers, etc., are not girdled or damaged. Following mowing and trimming, the Contractor shall clear all hardscape and play areas of weed and grass clippings and dispose as litter.
- **Irrigation Repair; Seasonal Adjustment.** The Contractor shall be responsible for irrigation repair from the valve(s) forward to include the sprinkler head. Main line repairs and valve repairs/replacements will be an additional charge to the Town after discussion and approval from the Town to repair. Sprinkler heads are to be checked and adjusted to provide proper turf coverage. Drip systems will be checked and adjusted to provide the proper water volume per plant requirements. Automatic water timers will be seasonally adjusted to provide sufficient water while attempting to conserve water. The replacement of trees and shrubs due to Contractor negligence, i.e., insufficient or over watering, and costs for similar landscape material, will be absorbed by the contractor.
- **Blowing.** All hardscape areas, including but not limited to walkways (asphalt, concrete, or stone dust), driveways, sidewalks, basketball courts, playground surfacing, tracks, etc., shall be blown free of litter and debris once per week on the same day that mowing activity takes place. Any litter or debris collected shall be disposed (see section labeled “Litter and Debris Pickup”). Under no circumstances shall any litter or debris be blown, swept or raked onto an adjacent street, gutter, or into a catch basin.

- ***Litter and Debris Pickup; Rubbish Consolidation.*** Litter and debris are defined as both organic and inorganic material, including, but not limited to, those items in the section labeled “Litter and Debris Pickup”, which are present within the site boundaries, including but not limited to turf areas, planting beds, playground areas and courts, and hardscape areas (including sidewalks and gutters). Rubbish is defined as any material that has been collected in barrels, bags, baskets, or other containers with the intent of further disposal off site. Litter, debris, and rubbish shall be collected and removed from the site by no later than the end of each day of work on site. Contractor to remove trash from park trash cans and replace trash bags with contractor supplied trash bags.
- ***111th Ave. Bus Stop Trash.*** Bus stop trash at six bus stops along 111th Ave., to be removed weekly. Contractor to replace trash bags with contractor supplied trash bags.
- ***Playground Surfacing.*** In playground areas with loose-fill surfacing (e.g., wood fiber, sand, shredded rubber, etc.), the Contractor shall remove and dispose of all litter and debris (see section labeled “Litter and Debris Pickup”) on the same schedule as litter and debris pickup in the remainder of the site. The Contractor shall then rake the loose-fill surfacing to a level grade, taking care to eliminate ruts or depressions in high traffic areas (e.g., under swings, at base of slides). For surfaces of poured rubber or rubber tiles, the Contractor shall remove and dispose of all litter and debris, and if any loose-fill surfacing has migrated from adjacent areas, return that material to the original area.
- ***Storm Events.*** In the event of a major rain, wind, or dust storm, the Contractor shall, within forty-eight hours, contact the Town to determine whether, and where, clean-up of landscape is required due to the storm. The contractor shall provide a quote to clean up storm damage. If the quote is authorized and approved by the Town, the Contractor shall be responsible for conducting all work necessary to clean-up the areas described in this Contract to their pre-storm condition of receiving the Town’s approval. Such work may include, but is not limited to, removing tree branches, staking or re-staking of trees.
- ***Inspection, Remedies, and Acceptance.*** The Town may inspect the sites within the scope of work of these Contract Documents on each day that the Contractor performs work there. The Town shall inform the Contractor’s on-site Managing Agent, and inform the Contractor in writing if necessary, of any deficiencies in the work. The Contractor and the Town shall agree on a timetable for the remedy of any deficiencies. Upon completion of the remedies, and after another inspection of the site, the Town shall notify the Contractor of the Town’s acceptance of the work. The Contractor shall not invoice the Town for any work that has not been accepted by the Town.

Contractor is responsible for inspecting all locations, existing landscaping and conditions prior to execution of this Contract and execution represents that the Contractor is familiar with the same.

Appendix A

The work to be performed under the terms of this agreement shall include the following locations within the Town of Youngtown:

- Greer Park North, located at 112th Avenue and Alabama Avenue: Landscape type is grass; area is approximately 0.481 acres.
- Greer Park South, located at 112th Avenue and Alabama Avenue: Landscape type is grass; area is approximately 0.548 acres.
- Caliche Park, located at 113th Avenue and Duluth Avenue: Landscape type is grass; area is approximately 1.29 acres
- Memorial Park, located at 111th Avenue and Peoria Avenue: Landscape type is grass and rock; grass covers approximately 0.471 acres and rock covers approximately 0.142 acres.
- Schliefer Park, located at 114th Avenue and Alabama Avenue: Landscape type is grass and rock and playground areas; grass covers approximately 0.521 acres and rock covers approximately 0.040 acres.
- Citizens Dog Park, located at 113th Avenue and Alabama Avenue: Landscape type is grass; area is approximately 0.425 acres.
- Maricopa Lake Park, located at 114th Avenue and Connecticut Avenue: Landscape type is grass and rock, with a lake covering approximately 2.8 acres; grass covers approximately 2.64 acres and rock covers approximately 0.905 acres.
- David C. Uribe Memorial Park, located at Agua Fria Parkway and Olive Avenue: Landscape type is grass; area is approximately 3.5 acres.
- 111th Avenue west side located south of Grand Avenue proceeding south to Peoria Avenue: Bus Stop (6) trash receptacles.

EXHIBIT B

PAYMENT SCHEDULE

A. Compensation

The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the Services.

B. Method of Payment

Invoices shall be on a form and in the format provided by the Town and are to be submitted in triplicate to the Town via the Town's authorized representative.

**EXHIBIT C
CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution: TOWN []
CONTRACTOR []
OTHER []

PROJECT: _____

DATE:

OWNER: Town of Youngtown

CONTRACTOR:

AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and Contractor.
Signature of Contractor indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders _____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

The new compensation under the Agreement including this Change Order will be

The Contract Time will increase by _____

ACCEPTANCE STATUS:

Contractor
By _____

Town of Youngtown
By _____

Date _____

Date _____

STATE SOLE PROPRIETOR'S WAIVER (ATTACH)