

**AGREEMENT FOR CONTRACTED SERVICES  
LANDSCAPE MAINTENANCE FY2025-FY2027  
PROJECT 10151.D**

**THIS AGREEMENT FOR CONTRACTED SERVICES** is made this \_\_\_\_\_ day of June, 2024, and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "CITY", 33 East Broadway Avenue, Meridian, Idaho 83642, and Lawn Co., hereinafter referred to as "CONTRACTOR", whose business address is 2581 W Wildwood Boise, ID 83713.

**INTRODUCTION**

Whereas, the City has a need for services involving Landscape Maintenance; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties agree as follows:

**TERMS AND CONDITIONS**

**1. Scope of Work:**

1.1 CONTRACTOR shall perform and furnish to the City upon execution of this Contract and receipt of the City's written notice to proceed, all services and work, and comply in all respects, as specified in the document titled "Scope of Work" a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference, together with any amendments that may be agreed to in writing by the parties.

1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the City shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the City reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish and use such work, or any part thereof, and to authorize others to do so.

1.3 The Contractor shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and city laws, ordinances, regulations and resolutions. The Contractor represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that

are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Contractor and any reports or opinions prepared or issued as part of the work performed by the Contractor under this Agreement, Contractor makes no other warranties, either express or implied, as part of this Agreement.

1.4 Services and work provided by the Contractor at the City's request under this Agreement will be performed in a timely manner in accordance with a Schedule of Work, which the parties hereto shall agree to. The Schedule of Work may be revised from time to time upon mutual written consent of the parties.

## **2. Consideration:**

2.1 The Contractor shall be compensated on a Not-To-Exceed basis as provided in Exhibit B "Payment Schedule" attached hereto and by reference made a part hereof for the Not-To-Exceed amount of **\$368,338.00 per fiscal year**.

2.2 The Contractor shall provide the City with a project statement and supporting invoices no more than once per month referencing the project name on each chain of custody, as the work warrants, of fees earned and costs incurred for services provided during the billing period, which the City will pay within 30 days of receipt of a correct invoice and approval by the City. The City will not withhold any Federal or State income taxes or Social Security Tax from any payment made by City to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor.

2.3 Except as expressly provided in this Agreement, Contractor shall not be entitled to receive from the City any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

## **3. Funding:**

3.1 Funding for this project will be split between three (3) fiscal years. The first funding year will begin October 2024 for fiscal year 2025. Prior to the end of March of Year 2, Contractor may request a price increase in accordance with the current Consumer Price Index (CPI), defined as the Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, U.S. City Average All Items, and calculated using the CPI of February of the previous year through February of the current year, which increase would be reflected in Year 3 of the Agreement.

3.2 Budget for each fiscal year, has not yet been appropriated by the City. Contractor may NOT expend more than the amount specified and approved for a specific fiscal year. Any and all additional expenditures beyond the current fiscal year MUST be approved by City Council and memorialized by a written a Purchase Order.

**4. Term:**

4.1 This agreement shall become effective on October 1, 2024 and shall expire on September 30, 2027 or unless sooner terminated as provided in Sections 3.2, 3.3, and Section 4 below or unless some other method or time of termination is listed in Exhibit A. Years four and five (4,5) are subject to one year extensions, and may be entered into if approved by City Council; contract must be amended in writing and signed by both parties.

4.2 Should Contractor default in the performance of this Agreement or materially breach any of its provisions, City, at City's option, may terminate this Agreement by giving written notification to Contractor.

4.3 Should City fail to pay Contractor all or any part of the compensation set forth in Exhibit B of this Agreement on the date due, Contractor, at the Contractor's option, may terminate this Agreement if the failure is not remedied by the City within thirty (30) days from the date payment is due.

**5. Termination:**

5.1 If, through any cause, CONTRACTOR, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if the City Council determines that termination of this Agreement is in the best interest of CITY, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. CONTRACTOR may terminate this agreement at any time by giving at least sixty (60) days notice to CITY.

In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by CONTRACTOR under this Agreement shall, at the option of the CITY, become its property, and CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

5.2 Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by CONTRACTOR, and the CITY may withhold any payments to CONTRACTOR for the purposes of set-off until such time as the exact amount of damages due the CITY from CONTRACTOR is determined. This provision shall survive the termination of this agreement and shall not relieve CONTRACTOR of its liability to the CITY for damages.

## **6. Independent Contractor:**

6.1 In all matters pertaining to this agreement, CONTRACTOR shall be acting as an independent contractor, and neither CONTRACTOR nor any officer, employee or agent of CONTRACTOR will be deemed an employee of CITY. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City and therefore has no authority to bind or incur any obligation on behalf of the City. The selection and designation of the personnel of the CITY in the performance of this agreement shall be made by the CITY.

6.2 Contractor, its agents, officers, and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent contractors and not as employees of the City.

6.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction and supervision and control of the Contractor.

## **7. Removal of Unsatisfactory Employees:**

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

## **8. Indemnification and Insurance:**

8.1 CONTRACTOR shall indemnify and save and hold harmless CITY and its elected officials, officers, employees, agents, and volunteers from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Agreement by the CONTRACTOR, its servants, agents, officers, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees. CONTRACTOR shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance, in which the CITY shall be named an additional insured in the minimum amounts as follow: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Automobile Liability Insurance One Million Dollars (\$1,000,000) per

incident or occurrence and Workers' Compensation Insurance, in the statutory limits as required by law. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, CONTRACTOR covenants and agrees to indemnify and save and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employs, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including use of.

CONTRACTOR shall provide CITY with a Certificate of Insurance, or other proof of insurance evidencing CONTRACTOR'S compliance with the requirements of this paragraph and file such proof of insurance with the CITY at least ten (10) days prior to the date Contractor begins performance of it's obligations under this Agreement. In the event the insurance minimums are changed, CONTRACTOR shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to the City Purchasing Agent with a copy to Meridian City Accounting, 33 East Broadway Avenue, Meridian, Idaho 83642.

8.2 Insurance is to be placed with an Idaho admitted insurer with a Best's rating of no less than A-.

8.3 Any deductibles, self-insured retention, or named insureds must be declared in writing and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or the Contractor shall provide a bond, cash or letter of credit guaranteeing payment of losses and related investigations, claim administration and defense expenses.

8.4 To the extent of the indemnity in this contract, Contractor's Insurance coverage shall be primary insurance regarding the City's elected officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City or the City's elected officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance except as to the extent of City's negligence.

8.5 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

8.6 All insurance coverages for subcontractors shall be subject to all of the insurance and indemnity requirements stated herein.

8.7 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's agents, representatives, employees or subcontractors.

**9. Time is of the Essence:**

The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

**10. Warranty:**

All services and equipment provided under this agreement shall be warranted for 2 years from the date of the City of Meridian acceptance and any modifications, which by this reference are made a part hereof.

All items found to be defective during a warranty inspection and subsequently corrected will require an additional two (2) year warranty from the date of City's acceptance of the corrected work.

**11. Changes:**

The CITY may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR'S compensation, which are mutually agreed upon by and between the CITY and CONTRACTOR, shall be incorporated in written amendments which shall be executed with the same formalities as this Agreement.

**12. Taxes:**

The City of Meridian is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by the City. Items purchased by the City and used by a contractor are subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's Bid pricing.

**13. Reports and Information:**

13.1 At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this Agreement.

13.2 Contractor shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this or Agreement. This includes any handwriting, typewriting, printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

**14. Audits and Inspections:**

At any time during normal business hours and as often as the CITY may deem necessary, there shall be made available to the CITY for examination all of CONTRACTOR'S records with respect to all matters covered by this Agreement. CONTRACTOR shall permit the CITY to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

**15. Publication, Reproduction and Use of Material:**

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**16. Equal Employment Opportunity:**

In performing the work herein, Contractor agrees to comply with the provisions of Title VI and VII of the Civil Rights Act, Revenue Sharing Act Title 31, U.S. Code Section 2176. Specifically, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. Contractor will take affirmative action during employment or training to insure that employees are treated without regard to race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap. In performing the Work required herein, CONTRACTOR shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.

**17. Advice of Attorney:**

Each party warrants and represents that in executing this Agreement. It has received independent legal advice from its attorney's or the opportunity to seek such advice.

**18. Attorney Fees:**

Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

**19. Construction and Severability:**

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**20. Waiver of Default:**

Waiver of default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided above.

**21. Entire Agreement:**

This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**22. Assignment:**

It is expressly agreed and understood by the parties hereto, that CONTRACTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of CITY.

**23. Payment Request:**

Payment requests shall be submitted to City of Meridian Accounts Payable via email: [accountspayable@meridiancity.org](mailto:accountspayable@meridiancity.org). The Project Manager will compare the invoice against the chain of custody for compliance. Upon approval that the work has been done and is in compliance with the Agreement, the Project Manager will approve the pay request for processing. City of Meridian payment terms are Net 30 from the date City receives a correct invoice.

**24. Order of Precedence:**

The order or precedence shall be the contract agreement, the Invitation for Bid document, then the winning bidders submitted bid document.

**25. Compliance with Laws:**

In performing the scope of work required hereunder, CONTRACTOR shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.



**26. Applicable Law:**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.

**27. Notices:**

Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**CITY**

City of Meridian  
Procurement Manager  
33 E Broadway Ave  
Meridian, ID 83642  
208-489-0417

**CONTRACTOR**

LAWN CO.  
Attn: Thad Cork  
2851 Wildwood  
Boise, ID 83713  
Phone: 208-323-0234  
Email: thad@lawnco.net

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

**28. Approval Required:**

This Agreement shall not become effective or binding until approved by the City of Meridian.

**CITY OF MERIDIAN**

**LAWN CO.**

**Procurement Approval**

BY: \_\_\_\_\_  
KEITH WATTS, Procurement Manager

BY: Thad Cork  
THAD CORK

Dated: \_\_\_\_\_

Dated: 6/12/2024

**Project Manager**

Roger Norberg

# **EXHIBIT A**

## **SCOPE OF WORK**

**REFER TO REQUEST FOR QUALIFICATIONS # PKS-2417-10151.D  
ALL ADDENDUMS, ATTACHMENTS, AND EXHIBITS included in the  
Request for Qualifications Package # PKS-2417-10151.D, are by  
this reference made a part hereof.**

### **SPECIFICATIONS / SCOPE OF WORK**

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# **ATTACHMENT 1**

## **SPECIFICATIONS / SCOPE OF WORK**

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# Landscape Maintenance Standards and Specifications

**Overview:** The City of Meridian Parks and Recreation believes that work being performed by qualified professionals will create a landscape that is healthy, resource efficient, sustainable, and cost efficient to manage.

It is the City's expectation that the Bidder's submission will comply with these professionally based standards and specifications. The Contractor should also expect to be held to these standards throughout the course of the contract.

The following outlines the scope of services and responsibilities required of the Contractor. The specifications outline the quality, quantity and category of work required.

The base contract will be for three (3) consecutive fiscal years. Year 1 of the contract will begin 10/1/2024 and end 9/30/2025 running 7 weeks in the Fall and 29 weeks Spring and Summer for every year for the life of the contract. Start and end working days that fall on weekends may be amended. However, 10/1 and 9/30 are hard break dates that follow City fiscal calendar and must be reconciled as such. Invoicing will be issued monthly. Contract Summary Below:

Year 1	10/1/2024	11/19/2024	Winter Break	3/11/2025	9/30/2025
Year 2	10/1/2025	11/19/2025	Winter Break	3/11/2026	9/30/2026
Year 3	10/1/2026	11/19/2026	Winter Break	3/11/2027	9/30/2027
Year 4	10/1/2027	11/19/2027	Winter Break	3/11/2028	9/30/2028 *Optional
Year 5	10/1/2028	11/19/2028	Winter Break	3/11/2029	9/30/2029 *Optional

## 1. GENERAL STANDARDS

### 1.1. GUARANTEE AND REPLACEMENT

1.1.1. Contractor shall replace, at no additional cost to Owner, any turf or plant materials damaged as a result of improper maintenance attention or procedures. Replacement material shall be of the same size and variety as the dead or damaged material. Replace plant material within two weeks of identification of damage. Alternatives to size, variety and scheduling of replacement only by written permission of Owner.

1.1.2. Contractor is not responsible for losses, repair or replacement of damaged work or plant material resulting from theft, extreme weather conditions, vandalism, vehicular incidents (other than Contractor's vehicles) or the acts of others over whom they have no reasonable control.

1.1.3. Contractor shall inform City on a monthly basis of plant losses not covered by warranty and unrelated to the maintenance activities. Provide City with the cause of the plant loss, and provide recommendations for replacement along with pricing for replacement.

### 1.2. CONTRACTOR STAFF TRAINING AND EXPERIENCE

1.2.1. Contractor will provide staff able to perform work at the highest standards of horticultural excellence. Key staff shall have current knowledge of best management practices (BMP's) regarding: safety, hazardous materials spill response, plant health, pruning, integrated pest management, pesticide application, and irrigation maintenance.

1.2.2. Contractor's personnel shall be identifiable with company logoed shirts at all times when working on city property. Additionally, contractor's personnel shall be subject to background checks.

1.2.3. All work shall be performed under the direct supervision of a Certified Landscape Technician (CLT).

1.2.4. All pesticide applications shall be performed by a Professional Applicator licensed the Idaho State Department of Agriculture. In addition, staff performing the pesticide application shall be licensed as Professional Applicators licensed in the appropriate category. License numbers will be provided to the City prior to award of contract.

1.2.5. All shrub pruning will be performed by, or under the direct supervision of an ISA Certified Arborist. There is no pruning of trees under this contract.

### 1.3. OWNER/CONTRACTOR COMMUNICATION

1.3.1. Contractor to provide a supervisor to act on City's behalf regarding all matters pertaining to the performance of the Landscape Service. Contractor must notify City when the supervisor will be on vacation or other leave of absence and who will serve as a substitute.

1.3.2. Provide City with an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Provide mobile and/or pager numbers for the landscape maintenance manager and site supervisor.

1.3.3. Attend meetings and site inspections of the grounds as requested by City.

### 1.4. MAINTENANCE RECORD KEEPING

1.4.1. Contractor shall maintain a log of each application of fertilizer, pesticide (includes herbicides), and/or other chemicals.

1.4.2. Pesticide application records shall be kept in accordance with Idaho State Department of Agriculture. Records shall be kept by the Contractor on all pesticide (includes herbicide) applications for a minimum of seven (7) years. Such records shall be completed in accordance with all applicable laws and regulations and on forms as provided by ISDA: <http://www.agri.state.id.us/index.php>

- The location where the pesticide or herbicide was applied.
- The year, month, day, and time the pesticide or herbicide was applied.
- Purpose of application.
- The person or firm who supplied the pesticide or herbicide which was applied.
- Trade name of the pesticide or herbicide which was applied, amount and concentration.
- Method and rate of application.
- The temperature and direction and estimated velocity of the wind at the time the pesticide or herbicide was applied.
- The name and license number of the applicator.

1.4.3. Supply the City with written copies of chemical application records monthly.

### 1.5. LANDSCAPE SERVICE SCHEDULING

1.5.1. Establish a schedule for regular maintenance service days by area and submit to City for review. Contractor to review proposed schedules with the City at the regularly scheduled meetings and adjust as necessary to avoid conflicts.

1.5.2. All maintenance activities shall be performed Monday thru Friday from 7:00 AM to 4:00 PM MST.

## 2. SCOPE OF WORK

### 2.1. GENERAL PRACTICE GUIDELINES FOR MATERIALS AND EXECUTION

2.1.1. This document is intended as a benchmark of the City's minimum standards for maintenance, repair and improvements. However, the City respects the Contractor as a professional and as such, will take under consideration, any and all recommendations made by the Contractor.

2.1.2. Contractor shall furnish all labor, equipment, and materials necessary to complete the maintenance of turf and plantings, as specified herein. It is the intent of the City that this site be maintained in a resource-efficient, sustainable, and cost-effective manner.

2.1.3.Maintenance shall consist of fertilization, pruning, mowing, irrigation, Integrated Pest Management, (IPM), weed/insect/disease control, litter control and any other procedures consistent with good horticultural practice necessary to ensure normal, vigorous, and healthy growth of turf and landscape plantings.

2.1.4.When performing any work requiring subsurface excavation, Contractor shall take care to avoid damage to existing utilities and vegetation. Contractor shall contact DIGLINE INC. at 811.

2.1.5.All turf shall be mowed with professional quality mulch-mowing equipment.

### **3. MATERIALS AND EXECUTION – INTEGRATED PEST MANAGEMENT, INSECTICIDE APPLICATIONS, AND WEED CONTROL**

#### **3.1. INTEGRATED PEST MANAGEMENT (IPM)**

3.1.1.City strongly encourages environmentally sensitive maintenance practices. The principles of integrated pest management (IPM) shall be employed. The intent is to limit any insecticide or herbicide applications through healthy landscape management practices.

3.1.2.IPM is an approach to pest control that utilizes regular monitoring to determine if and when treatments are needed and employs physical, mechanical, cultural, biological, and educational tactics to keep pest numbers low enough to prevent unacceptable damage or annoyance. Additional treatments, such as pesticide applications, are made only when and where monitoring has indicated that the pest will cause unacceptable economic, medical, or aesthetic damage.

#### **3.2. PEST MONITORING**

3.2.1.Pest monitoring and inspections to include the following:

1. Contractor shall visually inspect all landscape areas once weekly from April through September (following the above service schedule) to identify potential pest problems. Pest problems include insect, disease, and weed infestations. The presence of a pest does not necessarily mean there is a problem.
2. Contractor staff and City Representative shall visually inspect all landscape areas once monthly from April through September.
3. Cooperatively identify any area where non-chemical IPM control methods should begin.

3.2.2. Contractor is encouraged to provide proposals for renovations, replacements and other changes, along with associated budget recommendations.

#### **3.3. INSECTICIDE APPLICATIONS**

3.3.1.All insecticide applications shall be preceded by monitoring and positive pest identification. Submit these findings in writing to the City prior to any pesticide application.

3.3.2.Under no circumstances will combination products be allowed (“weed and feed”, weed control + fertilizer, insect control + fertilizer, etc.).

3.3.3.Under no circumstances will regularly scheduled calendar-based applications be allowed without written prior approval of the City.

3.3.4.Under no circumstances will preventative "blanket" applications be allowed without written prior approval of the City.

3.3.5.All pesticides must be EPA approved and applied by an Idaho Department of Agriculture licensed Professional applicator per the label directions and in accordance with the rules set forth by the ISDA. All chemicals used must have a MSDS filed with the City.

3.3.6.Contractor is responsible to verify that pesticides are appropriate for use with the respective plant materials. Contractor is responsible for any damages incurred as a result of applications and shall repair or replace any such damage at no cost to the City.

3.3.7. Control of insects: Monitor all turf areas for infestation of Bill bug and other harmful insects. Apply pesticides only to specific areas where insect infestations have been identified on the special conditions sheet.

3.4. WEED CONTROL

3.4.1. All turf areas shall be treated two (2) times annually with “Trimec Low Odor” herbicide to control emerged weeds.

3.4.2. Contractor must exercise caution as to avoid overspray of turf herbicide into tree wells or onto hardscapes.

3.4.3. Emerged weeds in shrub beds may be controlled mechanically or chemically with products containing “glyphosate” systemic herbicide. Under no circumstances will the use of contact herbicides be allowed.

3.4.4. The use of pre-emergent herbicides is encouraged to reduce the frequency of post-emergent applications.

3.4.5. Control of weeds: Use cultural methods (mulch mow, fertilize, and irrigate) to minimize weed growth on all turf.

**4. MATERIALS AND EXECUTION – TURF MAINTENANCE**

4.1. TURF MOWING

4.1.1. All turf will be mowed with professional quality mulching mower equipment. Bagging and removing clippings will be required only when excessive leaf debris is present, turf is too long to mulch, or when moisture conditions are too high to allow effective mulching without substantial clumping of turf debris.

4.1.2. Prior to each mowing, remove all litter and debris from lawn areas. Turf areas shall be mowed per the schedule below and maintained at a height of no less than 2 inches and no more than 3 inches. Coordinate mowing schedules with City. Alternate mowing direction where feasible every mowing. Maintain a uniform lawn height free from scalping.

4.1.3. Fescue areas shall be mowed once in June and September at a height of 3 inches.

4.1.4. Mower wheels and blade decks are not permitted to encroach into tree wells.

4.1.5. Contractor is responsible for any damages incurred as a result of mower damage to trees and shrubs and must repair or replace any such damage at no cost to the City. Properly maintain tree wells to minimize such damage.

4.1.6. Clippings will be swept or blown from hardscapes after each mowing.

4.2. TURF MOWING SCHEDULE

January	
February	
March	2
April	4
May	5
June	5
July	5
August	5



September	4
October	4
November	2
December	

**NOTE:** Base Contract price includes 36 mowings per the mowing schedule. Mowings may be modified to site visits for leaf cleanup.

4.3. TURF EDGING AND TRIMMING

4.3.1. Mechanically trim all landscape turf edges every other mowing. Edges include all lawn perimeters and tree wells in lawn areas. Clean debris from hardscapes and non-turf landscape areas; remove larger debris.

4.3.2. Trim all lawn areas that cannot be reached by a mower with hand held equipment. Areas to be trimmed include any lawn adjacent to poles, signs, bollards, trees, walls and all other obstacles. Perform trimming to the same height as mowing. Clean debris from hardscapes and non-turf landscape areas; remove larger debris.

4.3.3. Contractor is responsible for any damages incurred as a result of trimmer and edger damage to trees and shrubs and must repair or replace any such damage at no cost to the City. Properly maintain tree wells to minimize such damage.

4.4. TURF FERTILIZATION

4.4.1. Turf areas shall be fertilized with granular type fertilizers. Fertilizers that contain iron are not allowed.

4.4.2. Submit a fertilizer schedule with application rates per site and application times with your bid.

4.4.3. Contractor shall submit a fertilizer application schedule prior to performing the work.

4.4.4. Approved fertilizer schedule must include three (3) applications per year, no less than one pound of nitrogen per thousand square feet per application, and no more than four pounds of nitrogen per thousand square feet applied annually.

4.5. TURF CRABGRASS CONTROL

4.5.1. Apply "Dimension" pre-emergent herbicide to all turf areas at label rate in mid May.

**5. MATERIALS AND EXECUTION – TREES, SHRUBS, VINES, GROUNDCOVER MAINTENANCE**

5.1. TREES, SHRUBS, VINES AND GROUNDCOVER FERTILIZATION

5.1.1. Fertilize plant materials as indicated below:

5.1.1.1. Shrubs, vines and groundcovers: Fertilize in March or April with slow-release, "bridge" or natural-organic fertilizer. Use 1-2-2 nutrient ratio (N-P-K), or similar, per manufacturer's recommended rates (not to exceed 5-10-10).

5.1.2. Perennials: Fertilize in June with same fertilizer used above per manufacturer's recommended rates.

5.1.3. Ornamental grasses: Fertilize in September with turf fertilizer approved in turf section above. Fertilize per manufacturer's recommended rates.

**6. SHRUBS, VINES AND GROUNDCOVER WEED, PEST AND DISEASE CONTROL**

6.1. PEST AND DISEASE CONTROL

6.1.1. Control of Weeds: Use cultural methods (mulch, proper pruning, and proper irrigation) to encourage plant health and growth and discourage weeds. Keep planter beds and tree wells free of weeds and debris. Ground covers are to be trimmed so they meet but do not grow over walkways or outside any of the planters.

1. The use of systemic herbicides containing "Glyphosate" as an active ingredient is permitted in shrub beds. The use of products containing 2, 4-D in shrub beds is not permitted.
2. Use of pre-emergent herbicides is permitted. Contractor shall submit pre-emergent product and rate to owner for approval prior to applications.

6.1.2. Control of Insects and Diseases: The control of pests and diseases on shrubs, vines and groundcovers are not included in this contract. If after proper pest monitoring and identification the use of pesticides is required provide City with a written proposal for consideration.

## 6.2. TREES, SHRUBS, VINES AND GROUNDCOVER PRUNING

6.2.1. Pruning must only be performed by trained personnel in accordance with accepted horticultural practices. Prune to enhance the natural growth and shape of plant materials and intended function of the planting. Plantings are designed to grow together and to the edges of the beds to minimize weed infestation and maximize water conservation. Shearing is only permitted for formal hedges. Prune back branches as needed when interfering with walks, buildings, signage, fire control utilities, site lighting, security/safety visibility, site lighting, and vehicular circulation. Prune dead and broken branches as frequently as required.

6.2.2. Tree pruning is not included in this contract, with the exception of removing low hanging limbs that may interfere with mowing operations and/or pedestrian access. Prune just outside the branch collar in accordance with accepted horticultural practices.

6.2.3. Replace plant materials that are disfigured or damaged due to improper pruning at no additional cost to City.

6.2.4. Prune all plantings (not including trees) once on a rotational basis appropriate to site, need, season and plant species. Discuss significant pruning work with City prior to work beginning.

6.2.5. Cut to ground and remove debris of all Day Lilies one (1) time per season. This shall occur in Autumn just prior to the final service day.

6.2.6. Periodically inspect and adjust tree staking and guying to prevent damage to the cambium layer. Remove guys and stakes as soon as trees are established and self-supporting (generally two years or less).

6.2.7. Basil suckers shall be removed by pruning, no herbicides are allowed for sucker control.

6.2.8. Should the services of an ISA-certified arborist be required for tree pruning, the City is to be contacted for evaluation and input. This is considered an additional service.

## 7. MATERIALS AND EXECUTION - GENERAL AREA MAINTENANCE

### 7.1. LEAF AND BRANCH REMOVAL

7.1.1. Keep walks, plazas, planting beds and lawn areas free of leaves and branches weekly.

7.1.2. Leaves shall be mulch mowed when leaf fall is not excessive and turf health is not adversely affected.

7.1.3. In Autumn leaf removal shall occur at each visit.

7.1.4. Excessive branch and debris cleanup from storm damage is not included in the contract work and is considered an additional service at Owner's request.

7.2. LANDSCAPE DEBRIS REMOVAL

7.2.1. Remove and dispose of all landscape debris, the use of on-site dumpsters for disposal of landscape debris is not permitted.

7.3. LANDSCAPE TRASH REMOVAL

7.3.1. Remove all trash from landscaping beds, turf areas and parking lots to an approved trash container (City provided) onsite on a weekly basis. For large amounts of trash, or if there is no approved trash container onsite, Contractor shall haul it away for appropriate disposal.

7.4. MULCH REPLACEMENT

7.4.1. Mulch replacement is not included in this contract.

7.5. OTHER AREA MAINTENANCE

7.5.1. The maintenance of water features and fountains is not included in this contract.

**8. MATERIALS AND EXECUTION – IRRIGATION SYSTEMS**

8.1. GENERAL IRRIGATION SYSTEM OPERATION

8.1.1. Contractor is responsible for providing a staff completely trained and familiarized with the setup, monitoring and maintenance of the irrigation system at City sites.

8.1.2. Contractor is responsible for understanding the capacities and capabilities of the irrigation system and ensuring that system modifications do not cause landscape water demand to exceed the hydraulic capacity of the system.

8.1.3. Contractor will establish appropriate time intervals for each valve zone in the irrigation systems and adjust during the operating season as necessary.

1. Adjustments should be based on local evapo-transpiration (ET) data as much as possible.
2. Operate systems only during night hours. Daytime operation is permitted only when inspecting or testing the system, after fertilizer application, for new installations and during extreme temperatures.
3. Run times shall be sufficient to allow for saturation of the root zone without run off. This may require “cycle and soak” scheduling in spray zones. Allow adequate run times in drip irrigation zones.

8.1.4. Contractor will manage all irrigation systems for peak efficiency and water conservation. Check for proper water application rates by inspecting soil moisture and health of plant materials on a weekly basis. Adjust the irrigation frequencies as required to correct over or under watering.

8.1.5. Contractor shall manage irrigation schedules so that irrigation is applied more deeply, but less frequently, rather than small amounts on a daily basis.

8.1.6. Contractor and City will work in collaboration during water supply shortages and under drought conditions to develop an irrigation strategy that best preserves and protects the site’s landscape investment.

8.2. IRRIGATION SYSTEM MONITORING

8.2.1. Irrigation system monitoring and inspections to include the following:

1. Visually inspect all irrigated landscape areas once weekly from April through September to identify potential leaks as evidenced by water related plant stress, surface water or erosion, broken or damaged equipment, and paved surfaces or building walls/windows affected by irrigation spray.
2. Visually inspect the operation of all irrigation valve zones once monthly from April through September to identify coverage problems, misdirected nozzles, broken or

damaged equipment, hard-scape or building overspray, pressure problems and system leaks.

3. Irrigation repairs that do not exceed \$125.00 may be performed without prior approval. Irrigation repairs that exceed \$125.00 shall be approved in advance. The City reserves the right to perform irrigation repairs. Contractor shall submit a list of repairs, time and materials used with an invoice for payment of said repairs.

### 8.3. IRRIGATION SYSTEM MAINTENANCE, WINTERIZATION AND RE-ACTIVATION

8.3.1. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. Immediately make adjustments, repairs, or replacements required to correct the source of the run-off.

8.3.2. Clean and adjust heads, nozzles and valves as required. Clean drip irrigation valve strainers as required. Properly prune plantings and remove sod and debris affecting head performance from all zones once during the months of April and May. Properly prune plantings and sod or debris affecting access to valves, and communicate to the City, valve boxes, which have settled during the Winter shutdown months.

8.3.3. The City may be responsible for winterization of sprinkler systems. See special conditions exhibit.

8.3.4. The City may be responsible for Spring start-up and initial adjustments of sprinkler systems. See special conditions exhibit.

8.3.5. The City is responsible for backflow testing, pump startup, maintenance and operation.

### 8.4. IRRIGATION SYSTEM REPAIR AND RENOVATION

8.4.1. Irrigation on sites that are referred to as City managed. This means the City assumes full responsibility for water management of these sites including programming, adjustments and repairs (see special conditions exhibit). The Contractor shall not be held liable for damage to plant material due to improper soil moisture.

8.4.2. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the City. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the City.

8.4.3. Replacement of system components shall be the same manufacturer and model as original equipment, or better as authorized by City

8.4.4. The following repair activities are considered additional services:

1. Troubleshooting and repair of controller components.
2. Damage by other than Contractor vehicles.
3. Pedestrian or vandalism damage.
4. Special event damage.
5. Construction related damage by other than Contractor's activities.
6. Storm related damage.
7. Product failure.

8.4.5. Provide the following repair or replacement work at no cost to City:

1. Damage due to Contractor maintenance activities.
2. Damage due to work by Contractor's construction activities.
3. Inform City when shutting off the systems during emergencies.

Exhibit B

**PARKS MILESTONE / PAYMENT SCHEDULE**

- A. Total and complete compensation for this Agreement shall not exceed \$339,846.00 for complete term of agreement to start on October 1, 2024 through September 30, 2027.

<b>PRICING SCHEDULE</b>			
Contract includes furnishing all labor, materials, equipment, and incidentals as required for the SERVICES REQUESTED.			
<b>NOT TO EXCEED CONTRACT TOTAL.....\$339,846.00</b>			
<b>Contract is a not to exceed amount. Line item pricing below will be used for invoice verification and any additional increases or decreases in work requested by city. The City will pay the contractor based on actual quantities of each item of work in accordance with the contract documents.</b>			
<b>Contract Pricing Schedule</b>			
Item No.	Description	Unit	Extended Price
1	PARKS - Landscape Maintenance Service 56 City Sites x8	LS	\$339,846.00
	Service Months Annually	<b>TOTAL NOT-TO-EXCEED \$339,846.00</b>	

Exhibit C

**WATER MILESTONE / PAYMENT SCHEDULE**

- A. Total and complete compensation for this Agreement shall not exceed \$28,492.00 for complete term of agreement to start on October 1, 2024 through September 30, 2027.

<b>PRICING SCHEDULE</b>			
Contract includes furnishing all labor, materials, equipment, and incidentals as required for the SERVICES REQUESTED.			
<b>NOT TO EXCEED CONTRACT TOTAL.....\$28,492.00</b>			
Contract is a not to exceed amount. Line item pricing below will be used for invoice verification and any additional increases or decreases in work requested by city. The City will pay the contractor based on actual quantities of each item of work in accordance with the contract documents.			
<b>Contract Pricing Schedule</b>			
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Extended Price</b>
1	Landscape Maintenance Service 13 Water Sites x8 Service Months Annually	LS	\$28,492.00
<b>TOTAL NOT-TO-EXCEED</b>			<b>\$28,492.00</b>