

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Parks and Recreation

Department contract file name (use effective date): Haw River Lnadscaping,_Rec_20190726

Project Code: Click here to enter text.

Contract type: Agreement

Contracted Services/Goods: Mow recreation sites and canoe access/area

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Haw River Landscaping

Effective Date: 7/1/2019

Approved by: County Manager

Commissioner Approval Date:

Ending Date: 6/30/2019

Total Amount: \$68,395.00

Is this contract funded by federal dollars? Yes No

2. Department Head or his/her designee has read the contract in its entirety.

By: Jay Burt (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00, contracts longer than three years and leases longer than one year. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

NORTH CAROLINA
CHATHAM COUNTY

SHORT TERM/SOLE PROPRIETOR
GOODS AND/OR SERVICE AGREEMENT

THIS AGREEMENT FOR GOODS AND/OR SERVICES, (this "Agreement") by and between Chatham County, ("County"), whose address for notices is Post Office Box 1809, Pittsboro, North Carolina, 27312 and Haw River Landscaping, whose address for notices or any other communications required or permitted hereunder is 1466 Hillsboro St., Pittsboro NC, 27312 ("Contractor");

WHEREAS, Contractor has agreed to provide goods and/or services as hereinafter set forth in a professional manner in accordance with the standards of Contractor's business or industry; and

WHEREAS, the County wishes to enter into an Agreement with Contractor to provide the goods and/or services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference, and made an integral part of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement:** The term of this Agreement shall commence on July 1, 2019 and end on June 30, 2020 unless terminated as hereinafter set forth.
2. **Scope of Work:** The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
3. **Compensation:** As compensation for the services to be provided by Contractor, the County shall pay the Contractor a total amount not to exceed the sum of \$68,395.00, payable within (30) days from receipt of a proper invoice, or as otherwise set forth in Appendix 1.
4. **Insurance:** Depending upon the type of Services provided and number of employees, Contractor may be required to maintain insurance coverage as specified by the County. The insurance required, if any, is set forth on Appendix 2 attached hereto and incorporated in by reference and made an integral part of this Agreement. Contractor shall provide proof of the required insurance to County, naming county as *additional insured*.
5. **Status of Parties:** Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall no legal authority to bind the County.
6. **Notices:** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, at the address provided above. Either party may change its address for notice under this Agreement by giving written notice of such change to the other party in accordance with the provisions of this paragraph.
7. **Termination:** This Agreement may be terminated as follows:
 - (i) **Cause:** If the services provided by Contractor under this Agreement are not performed as specified herein, this Agreement may be terminated by the County for cause. Grounds for termination for cause shall include, but not be limited to, the following:
 - (a) Failure to respond to reasonable requests from the County to provide the Services covered by this Agreement.
 - (b) Failure to keep and maintain any equipment required for the performance of this Agreement in good working order and in compliance and with all laws.

- (c) Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute, or failure to comply with any statutory requirement included in the formal bid request, as provided in the bid packet, which bid packet is incorporated herein by reference.
- (d) Failure to maintain the insurance required by this Agreement.
- (e) Charging rates or fees in excess of those permitted under in this Agreement.
- (f) Inefficient, or unsafe practices in providing Services.
- (g) The material breach of any provision of this Agreement.

(ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Contractor its costs directly attributable to Services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

8. Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Agreement.


9. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

10. State and Federal Requirements; County Terms and Conditions: By signing this Agreement, Contractor certifies that (if applicable) Contractor, and any of Contractor's subcontractor are in compliance with State and Federal laws, including any divestment list by the NC State Treasurer, and Federal or State debarment or suspension lists. The County Terms and Conditions are incorporated herein, made an integral part of this Agreement, and may be found at the County's web site: <http://www.chathamnc.org/finance>. A hard copy of the Terms and Conditions is available upon request.

11. Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or agreement prepared by Contractor (including, without limitation, Contractor's purchase orders, invoices and warranties), the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



Vicki McConnell, Finance Director

Chatham County:

By: 
 Dan LaMontagne, County Manager

Contractor

By: 
 Name Jonathan Phillips
 Title: Owner
 Company Name: Haw River Landscaping
 Address: 1466 Hillsboro St.
 City, State, Zip: Pittsboro, NC 27312
 Phone: (910)585-3585
 Email:hawriverlandscaping@gmail.com

APPENDIX 1

SCOPE OF WORK: Mow recreation sites

PROJECT NAME: Haw River Landscaping mow contract

SCOPE OF SERVICES: Mow park recreation sites and canoe access/area

TOTAL COMPENSATION: - note if cost includes reimbursables

COMPLETION DATE: June 30, 2020

The breakdown of recreation sites attached.

Haw River Landscaping and Mowing

Location	Address	Frequency	Description	Mar 15-Nov 30, 37 weeks, 9 months; 18 Bi-Monthly	Per Mow	Total
Park at Briar Chapel	1015 Andrews Store Rd Pittsboro NC 27312	Weekly	4 athletic fields mow height 1 1/2" inches (Bermuda Grass)	37	150	5,550
		Weekly	Regular mow field height of 1 1/2" inches around ponds and common grounds. (See description below).	37	500	18,500
		As Needed	Ball Fields additional mow only as needed to maintain field height not to exceed 2" inches.	9	60	540
Northeast Park	5408 Big Woods Rd Chapel Hill NC 27517	Weekly	2 athletic fields mow height 1 1/2" inches (Bermuda Grass)	37	90	3,330
		Weekly	Regular mow field height of 1 1/2" inches around ponds, common grounds and area leading from gate to storage area behind ball field. (See description below).	37	225	8,325
		As Needed	Ball Fields additional mow only as needed to maintain field height not to exceed 2" inches.	9	50	450
Earl Thompson Park	173 Bynum Hill Rd Pittsboro NC 27312	Weekly	1 athletic field mow height 2 1/2" inches	37	50	1,850
		Weekly	Regular mow field height of 2 1/2" inches common grounds (See description below).	37	100	3,700
		As Needed	Ball Field additional mow only as needed to maintain field height not to exceed 3" .	9	50	450
Southwest Park	15124 NC Hwy 902 Bear Creek NC 27207	Weekly	1 athletic field mow height 2 1/2" inches	37	60	2,220
		Weekly	Regular mow field height of 2 1/2" inches all common grounds. (See description below).	37	225	8,325
		As Needed	Ball Field additional mow only as needed to maintain field height not to exceed 3" inches.	9	60	540
Northwest Park	2413 Woody Store Rd Siler City NC 27344	Weekly	Regular mow field height of 2 1/2" inches multipurpose area, around ponds and common grounds. (See description below).	37	295	10,915
64 Canoe Access	348 River Access Pittsboro NC 27312	Weekly	Open grassy area on the right just before the parking area, parking area and road shoulders leading to the parking area	37	50	1,850
15/501 Parking Area	4333 US 15 501 N Pittsboro NC 27312	Weekly	Mow common area in front of parking lot and around perimeter. String trim around bollards, trash cans, and sitting area	37	50	1,850
				Total	2,015	68,395

*Regular mow description: Trim/edge and weed eat mulch tree rings, trees, light poles, grill legs, picnic table legs, fence line, sidewalks, parking bumpers,
trash cans, side of buildings etc.
 *Blow grass clippings off entire paved area (sidewalks, trails, tennis courts, picnic shelter, etc.) each occurrence
 *Avoid lawn care work when possible on Saturdays and Sundays and after 4:30 p.m.
 *Repair any damages such as ruts or sprinkler head damages caused by contractor.
 *As needed mowing will be determined by the County
 *Directional mowing for the athletic fields will be practiced using four directions, changing the direction after every mow. This will rotate the four
 direction in four mowings.

