## 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: 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									
Contract Component: Master Change Order Number/Addendum Number: Click here to enter text.									
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:(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	Task size I/ANIC Advisor has a various addless as the size I/ANIC Advisor has a various addless and the size I/ANIC Advisor has a various addless as the size I/ANIC Advisor has a various addless as the size I/ANIC Advisor has a various addless as the size I/ANIC Advisor has a various addless as the size I/ANIC Advisor has a various addless as the size I/ANIC Advisor has a various addless as the size I/ANIC Advisor has a various addless as the size I/ANIC Advisor has a various addless as the size I/ANIC Advisor has a various addless as the size I/ANIC Advisor has a various addless as the size I/ANIC Advisor has a various addless as the size I/ANIC Advisor has a vario								
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.								
	Tonger 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								
	ANT HOUSE NEW NEW NEW NEW NEW NEW NEW NEW NEW NE								

#### **NORTH CAROLINA**

#### SHORT TERM/SOLE PROPRIETOR

#### **CHATHAM COUNTY**

#### 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. <u>Term of Agreement</u>: The term of this Agreement shall commence on July 1, 2019 and end on June 30, 2020 unless terminated as hereinafter set forth.
- 2. <u>Scope of Work</u>: The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1.
- 3. <u>Compensation</u>: 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. <u>Insurance</u>: 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. <u>Status of Parties</u>: 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. <u>Notices</u>: 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) <u>Cause:</u> 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.
- Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and 8. 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.
- 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.
- Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or 11. 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

Vicki McConnell, Finance Director

Act.

Chatham County:

Dan LaMontagne, County Manager

Contracto

By:

Mame 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 reiumbursables

COMPLETION DATE: June 30, 2020

The breakdown of recreation sites attached.

		BL I	naw River Landscaping and Mowing			
Location	Address	Frequency	Description	Mar 15-Nov 30, 37 weeks, 9 months. 18 Bi-Monthly	Doe Mon	
		Weekly	4 athletic fields mow height 1 1/2" inches (Bermuda Grass)	37	150	5,550
Park at Briar Chapel	Pittsboro NC 27312	Weekly	Regular mow field height of 11/2" inches around ponds and common grounds. (See description below).	37	200	18,500
		As Needed	Ball Fields additional mow only as needed to maintain field height not to exceed 2" inches.	6	09	540
		Weekly	2 athletic fields mow height 1.1/2" inches (Bermuda Grass)	37	06	3,330
Northeast Park	5408 Big Woods Rd Chapel Hill NC 27517	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.	6	20	450
		Weekly	1 athletic field mow height 2 1/2" inches	F.C.		
Earl Thompson Park	173 Bynum Hill Rd Pittsboro NC 27312	Weekly	Regular mow field height of 2 1/2" inchescommon 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".	6	20	450
4		Weekly	1 athletic field mow height 2 1/2" inches	37	3	
Southwest Park	15124 NC Hwy 902 Bear Creek NC 27207	Weekly	Regular mow field height of 2 1/2" inches all common grounds. (See description below).	37	8	8,325
		As Needed	Ball Field additional mow only as needed to maintain field height not to exceed of 3" inches.	6	577	2,220
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	20	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	25	S	1 850

h tree rings, trees, light poles, grill legs, picnic table legs, fence line, sidewalks, parking bumpers,

68,395

Total

regular flow description: Imm/ledge and weed eat mulch tree rings, trees, light poles, grill legs, picnic table legs, fence line, sidewalks, parking bur 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 athelitic fields will be practiced using four directions, changing the direction after every mow. This will rotate the four direction in four mowings.

**EVANSICKLE** 

# ACORD

Rogers Insurance Agency

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/10/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT Tracey Shannon

INSURER A STORY OF THE PROPERTY OF THE POLICY	Rogers Insurance Agency 512 W Williams Street Apex. NC 27502					PHONE (A/C, No, Ext): (919) 362-8310 FAX (A/C, No): (919) 362-4101 E-MAILESS: tracey@rogersinc.net					
MSUREA : The Harford Mutual Insurance Company  144141  1446 Hillaborough St. 1468 Hillaborough St. 1850/ERG 1: INSURER 1:	The	A, NO 27502			ĀĎĎi			iet			
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Chatham County PO Box 608 Pittsboro, NC 27312  THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  On G. Jones	CEF	TIFICATE HOLDER			CAN	CELLATION					
Ron G. gone	PO Box 608				SH TH AC	OULD ANY OF T E EXPIRATION CORDANCE WI	I DATE TH	EREOF. NOTICE WILL I	ANCEL BE DE	LED BEFORE LIVERED IN	
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