

**LANDSCAPE MAINTENANCE 2023
A-Z LANDSCAPING, INC**

AGREEMENT dated this 21st day of February, 2023, by and between TOOELE COUNTY, a political subdivision of the State of Utah ("County"), and A-Z Landscaping, Inc ("Contractor").

WHEREAS, County is in need of summer-season landscaping services at the County Administration Building, the County Roads Department, and the Grantsville Senior Center; and

WHEREAS, Contractor is a professional landscaping business and desires to provide the needed summer-season landscaping services to County;

NOW THEREFORE, the parties mutually agree as follows:

1. Contractor shall: (a) furnish all labor and equipment; (b) furnish and deliver all materials not specifically identified as to be furnished by County; (c) provide all landscaping services set forth in Contractor's proposal (attached hereto); (d) satisfactorily and timely resolve any and all concerns or complaints arising from Contractor's obligation under this Agreement; and (e) do and perform all other tasks required by Contractor's proposal and the 2023 Landscape Maintenance Bid Specifications (attached hereto).

2. Contractor shall obtain all necessary permits and licenses and liability insurance at Contractor's expense.

3. As payment in full, County agrees to pay to Contractor \$11,946, plus \$55 for each flat of flowers planted by Contractor, plus \$822 per week for mowing, trimming and edging of turf areas. County shall pay Contractor per invoice.

4. Contractor covenants and agrees that all work and labor shall be done and performed in the best and most workmanlike manner and in strict conformity with Contractor's bid and the 2023 Landscape Maintenance Bid Specifications. Said documents are hereby made a part of this Agreement.

5. Contractor shall begin the work as weather permits (approximately March 15, 2023) and shall continue the work until the conclusion of the 2023 summer-season (approximately October 31, 2023).

6. Contractor is an independent contractor. Neither Contractor nor its employees are agents or employees of County for any purpose. Neither Contractor nor its employees are entitled to any of the benefits that County provides to County employees.

7. The initial term of this Agreement shall run from approximately mid-March 2023 through approximately the end of October 2023. The parties may extend this Agreement for up to three additional one-year terms. Either party may cancel this Agreement on 30-days written notice, with or without cause. If this Agreement is terminated early, County shall only be required to pay for labor and materials provided by Contractor prior to termination.

8. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.

9. This Agreement constitutes the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document.

10. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

11. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives. However, neither party may assign its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

13. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including reasonable attorneys' fees incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.

14. Contractor shall indemnify and hold harmless County and its officers and employees from and against all claims arising out of or related to Contractor's obligations pursuant to this Agreement. County shall indemnify and hold harmless Contractor and its employees from and against all claims arising out of or related to County's obligations pursuant to this Agreement.

X

X

X


X

TOOELE COUNTY:



James A. Welch
Tooele County Manager

2/16/2023

A-Z LANDSCAPING INC:


~~Ronald D. Fowles~~ Ian Whitaker
~~President~~ Director

APPROVED AS TO FORM:

 02/15/2023
Colin Winchester
Deputy County Attorney

A TO Z LANDSCAPING INC.

P.O. BOX #33

West Jordan, UT 84084

P: 801-916-6851 F: 801-282-8792

E: atozutah@gmail.com

Location 1: Tooele County Administration Block 47 S Main Street, Tooele:

- Spring Cleanup of flower and xeriscape beds = \$2,220.00
- Irrigation start-up and replacement of any broken heads, valves, etc. = \$1,100.00
- Planting of annual flower in flower bed = \$55 per flat of flowers
- Spring Aeration of turf areas = \$670.00
- Spring Fertilization w/ weed control of turf areas = \$670.00
- Weekly mowing, trimming, and edging of turf areas indicated on the map = \$555.00
- Weekly flower, shrub, and xeriscape maintenance – weeding, cutback, etc. = Included
- Fall aeration of turf areas = \$670.00
- Fall fertilization of turf areas = \$670.00
- Fall clean up and cutback of flower, shrub, and xeriscape beds = \$2,220.00
- Winterization of irrigation systems = \$555.00

Location 2: Tooele County Roads Department 555 W 900 S Tooele:

- Spring Cleanup of flower and xeriscape beds = \$708.00
- Irrigation start-up and replacement of any broken heads, valves, etc. = \$354.00
- Spring Aeration of turf areas = \$213.00
- Spring Fertilization w/ weed control of turf areas = \$213.00
- Weekly mowing, trimming, and edging of turf areas indicated on the map = \$ 177.00
- Weekly flower, shrub, and xeriscape maintenance – weeding, cutback, etc. = Included
- Fall aeration of turf areas = \$213.00
- Fall fertilization of turf areas = \$213.00
- Fall clean up and cutback of flower, shrub, and xeriscape beds
- Winterization of irrigation systems = \$177.00

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Location 3: Grantsville Senior Center 120 S Center Street Grantsville:

- Spring Cleanup of flower and xeriscape beds = \$360.00
- Irrigation start-up and replacement of any broken heads, valves, etc. = \$210.00
- Planting of annual flower in flower bed = \$55.00 per flat of flowers
- Spring Aeration of turf areas = \$105.00
- Spring Fertilization w/ weed control of turf areas = \$105.00
- Weekly mowing, trimming, and edging of turf areas indicated on the map = \$90.00
- Weekly flower, shrub, and xeriscape maintenance – weeding, cutback, etc. = Included
- Fall aeration of turf areas = \$105.00
- Fall fertilization of turf areas = \$105.00
- Fall clean up and cutback of flower, shrub, and xeriscape beds = Included
- Winterization of irrigation systems = \$90.00

Schedule:

We will maintain each of these properties on the same day of the week. That day will not change unless there is a holiday, or the weather prevents us from working. In those cases, we would perform your work the following day (on the next day work can be performed). Please let me know if you have any questions.

Thank you,

Ian Whitaker

Cell # 801-916-6851

Office # 801-859-3582



Parks & Recreation

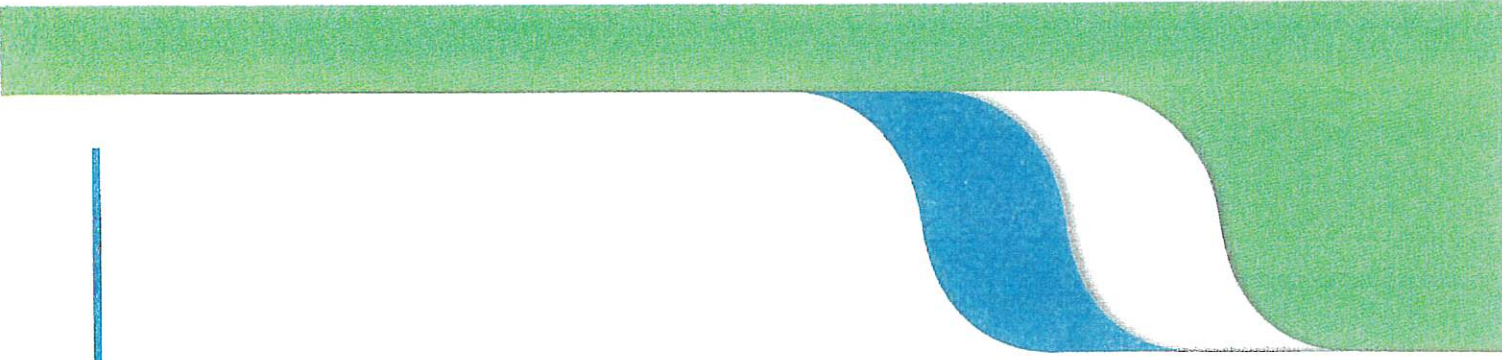
2023 LANDSCAPE MAINTENANCE BID SPECIFICATIONS

----- Bids due back by February 3, 2023 -----

Tooele County is requesting bids for landscape maintenance on the three different properties. The term of the contract is for the 2023 season. We anticipate spring clean up in the middle of March and fall cleanup and irrigation winterization at the end of October.

- Tooele County Administration Block – 47 S Main Street, Tooele (Almost Entire Block)
 - **This property will be renovated during 2023 and may not need all the listed services during or after construction.**
 - **Please follow the map as some areas on the block we are not responsible for:**
 - Spring Cleanup of flower and xeriscape beds
 - Irrigation start-up and replacement of any broken heads, valves, etc.
 - Planting of annual flower in flower bed
 - Spring Aeration of turf areas
 - Spring Fertilization w/ weed control of turf areas
 - Weekly mowing, trimming, and edging of turf areas indicated on the map
 - Weekly flower, shrub, and xeriscape maintenance – weeding, cutback, etc.
 - Fall aeration of turf areas
 - Fall fertilization of turf areas
 - Fall clean up and cutback of flower, shrub, and xeriscape beds
 - Winterization of irrigation systems

- Tooele County Roads Department - 555 West 900 South, Tooele, Utah
 - Spring Cleanup of flower and xeriscape beds
 - Irrigation start-up and replacement of any broken heads, valves, etc.
 - Spring Aeration of turf areas
 - Spring Fertilization w/ weed control of turf areas
 - Weekly mowing, trimming, and edging of turf areas indicated on the map
 - Weekly flower, shrub, and xeriscape maintenance – weeding, cutback, etc.
 - Fall aeration of turf areas
 - Fall fertilization of turf areas
 - Fall clean up and cutback of flower, shrub, and xeriscape beds
 - Winterization of irrigation systems

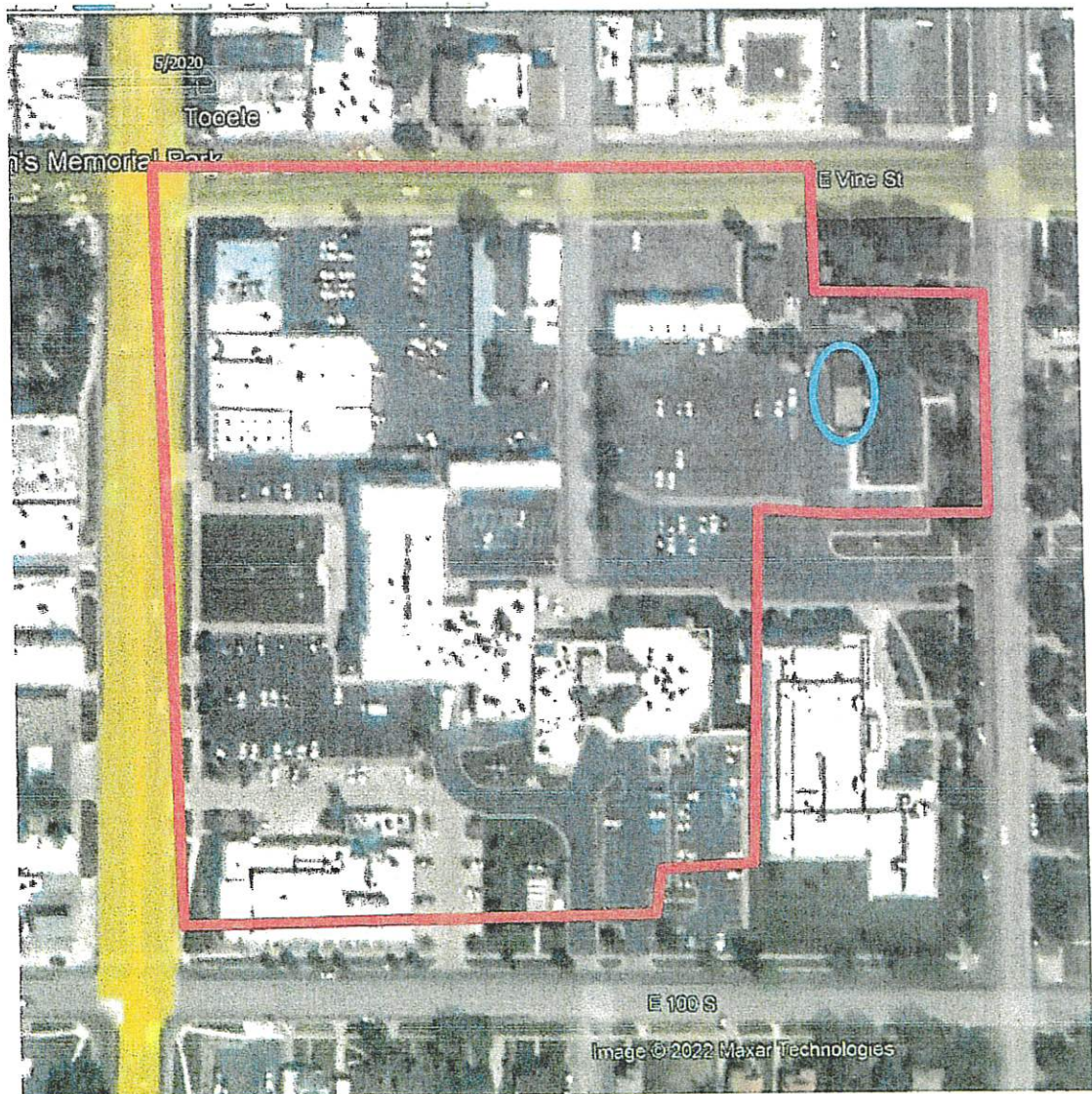
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- Grantsville Senior Center - 120 South Center Street, Grantsville, Utah
 - Spring Cleanup of flower and xeriscape beds
 - Irrigation start-up and replacement of any broken heads, valves, etc.
 - Planting of annual flower in flower bed
 - Spring Aeration of turf areas
 - Spring Fertilization w/ weed control of turf areas
 - Weekly mowing, trimming, and edging of turf areas indicated on the map
 - Weekly flower, shrub, and xeriscape maintenance – weeding, cutback, etc.
 - Fall aeration of turf areas
 - Fall fertilization of turf areas
 - Fall clean up and cutback of flower, shrub, and xeriscape beds
 - Winterization of irrigation systems

Tooele County will not be responsible for any damage, incident, or injury caused by the contractor. It will, solely, be the contractor's responsibility to resolve any complaints, damage, incident, or injury.

Questions or concerns please contact Corey Bullock at corey.bullock@tooeleco.org. Bids due back by Feb 3, 2023 to corey.bullock@tooeleco.org

Addendum A

This is the Administration Building Property. You are bidding on landscape maintenance on everything WITHIN the red line. Be aware there is a patch of grass in the fenced of area behind the CJC building indicated by the blue circle. This needs to be maintained weekly as well. Also, be aware there are several shrub beds that reach around the entirety of the main administration building.





Tooele County Council Agenda Item Summary

Department Making Request:

Parks & Recreation

Meeting Date:

~~Feb 21, 2023~~ *March - Ruffcutters*

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: Oct 31, 2023

Grant
With County Match

Contract
More than 1 yr.

Other _____

Exp date: _____

Budget Impact:

In Budget

Over Budget

Amount of Contract, Service, Grant: \$ \$30,000

Item Title: Contract landscaping services

Please answer the who? what? when? why?

A contract between AtoZ Landscaping to provide lawncare and landscaping services to Tooele County.

List who needs copies when approved: