

CITY OF VALDEZ
ALASKA

CONTRACT DOCUMENTS

Lawn Care and Maintenance Services

Contract Number: 2494

Cost Code: 001-6500-43400



City of Valdez
Parks, Recreation, and
Cultural Services Department
555 West Egan
P.O. Box 307
Valdez, Alaska 99686

Project Manager: Cole Beck, Park Maintenance Supervisor



Project: Lawn Care and
Maintenance Services
Contract No.: 2494
Cost Code: 001-6500-43400

Contract: Lawn Care and Maintenance Services
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**Contract: Lawn Care and Maintenance Services
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This Contract includes, but is not necessarily limited to:

Contract shall include providing all labor, materials, tools, equipment, transportation and supervision necessary to perform:

Comprehensive lawn care and grounds maintenance services as outlined in the Scope of Work, Specifications, and Proposal Schedule, found in this contract.

Requests for Qualifications will be accepted until 4:00pm local time on February 27, 2026, by mail to the Parks Maintenance Supervisor, Cole Beck at, P. O. Box 307, Valdez, Alaska 99686 or emailed to Cole Beck cbeck@valdezak.gov and cc Lisa Anderson at landerson@valdezak.gov

Proposal documents may be downloaded from the City of Valdez website at www.valdezak.gov; documents are located under "Bids" on the left-hand side of the opening page.

The City reserves the right to waive any irregularities or informalities in a submission of qualification and to reject any and all submissions of qualifications without cause.

Current minimum prevailing wage rates as published by the Alaska Department of Labor must be paid if required by law.

Requirements of the Alaska Employment Preference (AS 36.10) must be met.

The City of Valdez "Standard Specifications, Division 10 'Standard General Provisions'", as modified and included in this procurement, applies to the project.



Instructions for Submission of Qualification

CAUTION:

Your submission may be rejected if it is not properly executed. Check that the following items have been accomplished to help assure a responsive submission.

1. Qualifications and Service Approach Information

As part of their RFQ, Respondents shall provide information demonstrating their experience, service approach, staffing capacity, equipment availability, and ability to perform the services described in this RFQ.

A. Mowing and Trimming Approach and Schedule

- Staffing and supervision strategy.
- Proposed mowing frequency.
- Description of equipment and methods used.
- Operational considerations for weather typical to Valdez, including spring melt, heavy precipitation, and early frost, and how these conditions are incorporated into scheduling and maintenance plans.

B. Fertilization Approach and Schedule (City provides the fertilizer and application rate)

- Proposed fertilization methods.
- Proposed fertilization frequency.

C. Spring Clean-Up Approach and Equipment (City provides soil and seed for restoration)

- Description of spring cleanup approach.
- Description of equipment to be used for spring clean-up activities.
- Description of restoration process.

2. Estimation Worksheets, Budget Validation, and Maps

The City has provided estimation worksheets and maps in Appendix A to assist Respondents in evaluating the feasibility of the proposed scope within the City's anticipated annual budget of approximately \$175,000.

Completion of these worksheets is voluntary. Any pricing or cost estimation submitted at this RFQ stage is considered non-binding, informational, and will not be evaluated, scored, or used to rank Respondents.

The City makes no commitment to rely upon submitted pricing during subsequent procedural phases. Final scope, pricing, and performance standards will be established through a later solicitation or contract negotiation if conducted.



3. Budget and Procurement Information

The anticipated annual budget for this scope is approximately \$175,000, provided for informational and planning purposes only. This amount is not a guaranteed expenditure and does not obligate the City to award a contract.

No pricing evaluation will occur under the RFQ. Pricing, if requested, will be obtained through a subsequent RFP or negotiation with shortlisted Respondents.

4. Minimum Qualifications

Respondents must demonstrate:

Experience providing services comparable in scope and complexity to the services described in the RFQ, including any municipal or public-sector service agreements.

Sufficient staffing, equipment, and management capacity to perform work in accordance with proposed operational schedules and standards.

The ability to respond promptly to deficiencies or corrective actions.

Possession of, or ability to obtain prior to contract execution, required licenses, permits, insurance, and equipment necessary to perform the services described herein.

The City may award separate service areas to multiple Respondents if determined to be in the City's best interest.

5. Statement of Qualifications Submission Requirements

Each SOQ must include the following information:

- **Respondent Information:**
 - Legal business name, mailing address, primary contact person, and contact information.
- **Relevant Experience:**
 - Description of similar service agreements and municipal experience.
 - At least three (3) client references with contact information.
- **Staffing and Equipment:**
 - Staffing plan and explanation of staffing adequacy.
 - Equipment description and availability.
 - Supervision and quality control structure.



- **Quality Control and Performance Management**
 - Approach to ensuring service quality, rectifying deficiencies, and coordinating with City staff.

6. Evaluation and Selection Process

SOQs will be evaluated based on qualification, demonstrated capacity, experience, and responsiveness to this RFQ.

The City intends to use a two-step procurement process for this solicitation:

- **Step One (RFQ):** The City evaluates and ranks Respondents based on qualifications only; no pricing is evaluated at this stage.
- **Step Two (RFP or Negotiation):** The City may request pricing proposals from shortlisted Respondents or may negotiate terms with one or more Respondents. Final evaluation criteria for pricing will be defined prior to Step Two.

To support evaluation transparency and fairness, the City will use the following scoring matrix for Step One:

Evaluation Category – Points

25 - Relevant Experience

20 - Staffing & Equipment

25 - Contract Approach/Work Strategy

10 – References

20 – Responsiveness & Completeness

100 – Total Points

Inclusion of the scoring matrix does not constitute a commitment to award a contract under this RFQ.

7. Future Contract and Performance Standards

Any schedules, operational assumptions, cost information, or estimation worksheets submitted at this RFQ stage are non-binding and will not be used for evaluation. The final contract scope, pricing, terms, and performance standards will be determined in Step Two.



8. Evaluation of Submissions

The City intends to use a two-step procurement process for this solicitation:

- Step One (RFQ): The City evaluates and ranks Respondents based on qualifications only; no pricing is evaluated at this stage.
- Step Two (RFP or Negotiation): The City may request pricing proposals from shortlisted Respondents or may negotiate terms with one or more Respondents. Final evaluation criteria for pricing will be defined prior to Step Two.

9. Required Documents for Award of the Contract

The following documents must be executed prior to award of the contract and the initiation of work. Contractors are urged to expedite the completion of these documents. This will allow the contract to proceed expeditiously.

- a. Certificate of Insurance naming City of Valdez as an “Additional Insured”
- b. Certificate of good standing for a Corporation or LLC
- c. Non-collusion Affidavit
- d. City of Valdez Business Registration
- e. Executed W-9 Form

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City of Valdez

Agreement Page 1 of 2

**Project: Lawn Care and Maintenance Services
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This agreement is made on the ____ day of _____, 20__, by and between the City of Valdez, Alaska, hereinafter called the Owner, acting through its Mayor, and RSR Contracting, LLC doing business as an individual, partnership, a corporation located in Valdez, Alaska, hereinafter called the Contractor.

The Contractor agrees to this Contract known as:

**Project: Lawn Care and Ground Maintenance Services
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Furthermore the Contractor agrees to accept as full and complete payment for all work to be done in this Contract for the lump sum and per unit prices as set forth in the Proposal Form and Addendums in the Contract Documents for this project. The total amount of this Contract shall be: one hundred seventy-four thousand, one hundred eight dollars and zero cents (\$174,180) per year.

Contract term shall be three (3) years with the option of two (2) one-year renewal options. This contract will expire on September 30, 2029.

The Contractor hereby agrees to commence work on this project within ten (10) working days after the date of the written Notice to Proceed and to complete all work in accordance with the contract documents and addendums annually. Said contract documents are listed in the Table of Contents herein. All documents listed therein are by this reference made a part hereof.

The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions, as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions of this of this Contract, and to make payments on account thereof as provided in the City of Valdez Standard Specifications Section 10 Standard General Provisions and City of Valdez City Code.

The Contractor understands the payments of the contract may be deducted by penalties based on performance of work. The Contractor will be advised of penalties prior to deductions.

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**Project: Lawn Care and Maintenance Services
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IN WITNESS WHEREOF, the parties to this presence have executed this Contract in two (2) counterparts, each of which shall be deemed as original, in the year and day first mentioned above.

RSR Contracting, LLC

City of Valdez, Alaska, Authorized

Signature

Dennis Fleming, Mayor

Name

Date

Title

Attested:

Date

Sheri L. Pierce, MMC, City Clerk

Date

Mailing Address

Recommended:

City, State, Zip Code

Nathan Duval, City Manager

Federal I.D. or S.S.N.

Date

Bridget Rich, PRCS Director

Corporate Secretary

Date

Approved as to Form:
Brena, Bell & Walker, P.C.

Attest: _____
Corporate Secretary

Jon S. Wakeland

Date



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**City of Valdez
Contract Release Page 1 of 2**

**Project: Lawn Care and Maintenance Services
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The undersigned, _____
for itself, its successors in interest, assigns trustees, administrators, subcontractors, suppliers, and laborers do hereby release and forever discharge the CITY OF VALDEZ, ALASKA a municipal corporation, from all actions, causes of actions, suits, controversies, claims, damages and demands of every kind and nature, mature or to mature in the future, for and by reason of any matter, thing or claim arising out of the following Contract:

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The undersigned also intends hereby to discharge the City of Valdez from all liability for any and all damages or injuries presently undiscovered or unanticipated. The undersigned's intention hereby is to waive any right it may subsequently have to set aside this release under the doctrine of Witt v. Watkins, 579 P.2d 1065 (Alaska 1978).

The undersigned further agrees to defend, indemnify and hold harmless the City of Valdez against any claims, liens, or causes of action arising under or by virtue of this Contract, including, but not limited to, any claim that the undersigned, any successor in interest, assignee, trustee, administrator, subcontractor, supplier or laborer of the undersigned or any other person might make or claim that he could possibly make against the City of Valdez.

The undersigned certifies that he has not assigned any amounts payable under this Contract to anyone.

The undersigned hereby acknowledges receipt of the amount of \$ _____
as full of final payment in consideration for all services, materials and labors rendered in connection with this Contract.

The undersigned hereby declares that the terms of this RELEASE have been completely read and are fully understood, and said terms are voluntarily accepted for the purpose of making a full and final release of any and all claims, disputed or otherwise, arising under or by virtue of this Contract.



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**City of Valdez
Contract Release Page 2 of 2**

**Project: Lawn Care and Maintenance Services
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IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 20____.

COMPANY

SIGNATURE

TITLE

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this ____ day of _____, 20____, before me, Notary Public in and for the State of Alaska, personally appeared _____ of _____, known to me to be its _____ and acknowledged to me that he has read this foregoing RELEASE and knew contents thereof to be true and correct to the best of his knowledge and belief, and that he signed the same freely and voluntarily for the uses and purposes therein mentioned, and that he was duly authorized to execute the foregoing document according to the Bylaws or by Resolutions of said corporation.

WITNESS my hand and notarial seal this ____ day of _____, 20____.

Notary Public in and for Alaska
My Commission expires: _____



Special Provisions

1. SCOPE

The scope of work shall include, but not be limited to, the furnishing and supervision of all personnel, equipment, tools, and transportation necessary to mow, trim, fertilize, and perform spring cleanup of approximately 42.13 acres of park and grass areas within the City of Valdez.

Aerial maps defining locations, area descriptions, and approximate sizes of the various turf areas are included in Appendix A.

2. TERMS OF CONTRACT

The contract term shall be three (3) years and will contain two (2) one-year renewal options, which may be exercised by the City of Valdez prior to the contract's expiration. This Agreement shall commence upon full execution by all parties and shall remain in effect through September 30, 2029, unless terminated earlier in accordance with the terms set forth herein.. At the conclusion of the three-year contract, extensions may be negotiated.

The work to be done under this CONTRACT shall be performed annually and shall commence as soon as the snow cover allows, generally not later than April 15th of each year of the contract. The work shall cease when snow cover is present. In the event that cold weather stops plant growth, parks and grass areas shall still be maintained free of litter and debris until September 30th, unless the areas are covered with snow.

3. MOBILIZATION, PRE-SEASON PREPARATION, AND PRE-SEASON PAYMENT

Prior to the start of each season, the Contractor shall complete all necessary mobilization activities to ensure the work described in this Contract can begin immediately once conditions allow.

Pre-season mobilization shall include, but is not limited to, the following:

- Ensuring that all personnel required to perform the work are hired, trained, and available for the upcoming season.
- Ensuring that all equipment necessary to perform the work is operational, properly maintained, and available for use.
- Inspecting equipment to confirm it is suitable for mowing and maintaining turf areas within City parks and facilities.
- Meeting with the Parks Maintenance Supervisor, or designee, prior to the start of the season to review expectations, work schedules, reporting requirements, safety considerations, and any changes to park facilities or maintenance areas.
- Reviewing all park locations identified in this Contract and becoming familiar with site conditions, access routes, irrigation systems, and other park amenities that may affect mowing or maintenance operations.



- Coordinating with the Parks Maintenance Supervisor regarding the anticipated start of spring cleanup operations.

The Contractor shall be fully prepared to begin spring cleanup and turf maintenance activities as soon as snow cover and site conditions allow safe access to the park areas.

Failure to adequately prepare for the season may be considered a deficiency under this Contract. The Contractor may submit an invoice for mobilization costs no earlier than May 1 of each contract year.

Upon receipt and approval of the mobilization invoice, the City may issue a mobilization payment not to exceed ten percent (10%) of the total annual contract amount.

The mobilization payment is intended to compensate the Contractor for pre-season preparation activities, including staffing, equipment preparation, and seasonal startup.

The remaining contract payments shall be made in accordance with the payment schedule outlined in this Contract and may be subject to withholding if work is not performed in accordance with contract requirements.

4. SPRING CLEAN-UP

As the snow recedes, all areas shall be raked, either by hand or power thatching, to remove the winter accumulation of gravel and to loosen and remove any thatch. Leaves shall be removed from all maintained areas, including turf, beds, and hard surfaces. Leaf removal can be incidental to mowing operations.

- **INITIAL RESTORATION:** Winter accumulation of litter shall be removed as it becomes visible on snow or turf at a minimum of every 72 hours. Check for winter damage (natural causes, snow removal equipment, ice melt chemicals, etc.), rake off dead grass and other deposited materials, and loosen matted turf. Winter damage is to be restored as rapidly as possible. Debris is to be hauled to the landfill.

Restoration of areas damaged by contaminants, vandalism, extreme weather conditions, snow removal equipment, ice melt products, or any other cause shall be the responsibility of the Contractor, including lawn areas along sidewalks and other turf areas affected by

such damage. Damaged areas shall be restored by overseeding (or other method) and fertilizing after filling in wheel tracks or depressions with topsoil and/or contaminated soil is removed. Contaminated soil shall be disposed of by the Contractor at the landfill. Areas are to be seeded at 5 pounds per 1,000 square feet, fertilized and watered. The City shall provide any seed, fertilizer and topsoil required.

- **FOLLOW-UP RESTORATION:** It shall be the Contractor's responsibility to monitor repaired areas and ensure adequate re-growth occurs. Any deficiencies shall be corrected and



reseeded as previously described.

- **SPRING CLEAN-UP DEADLINE:** All park facilities under the care of the Contractor shall be completely cleaned, power thatched or hand raked, and ready for public use no later than June 5th of each year of the contract. Snow melt off, which precludes this from happening, shall be identified by the Contractor and conveyed to the Parks Maintenance Supervisor or designee no later than June 1st to allow for possible deadline adjustments.

5. MOWING FREQUENCY

The mowing of all park areas shall be performed on an as-needed basis to maintain turf conditions consistent with the standards described in the Contract. The frequency of mowing will vary depending on weather and seasonal conditions; however, the Contractor shall ensure that turf height does not exceed four inches (4") during periods of active growth unless otherwise directed by the Parks Maintenance Supervisor or designee.

Lawns shall not be mowed during periods of drought, when turf or soil conditions are excessively saturated and mowing would cause damage, or when the grass height is two and one-half inches (2.5") or less. The Contractor shall maintain sufficient equipment and maintenance schedules to meet peak mowing demands.

Lawns shall not be mowed during heavy rain or downpour conditions when mowing would cause damage to turf, soil, or equipment, or create unsafe working conditions. Mowing operations shall resume once weather conditions improve and the ground conditions allow for proper mowing without causing rutting, soil compaction, or turf damage.

If the Park Maintenance department has areas needing organics, they may contact the Contractor to designate a different, mutually agreed-upon drop-off location for clippings.

Cutting height is defined as the distance from the soil to the top of the leaf stalk at which the turf is mowed. The cutting height may be altered from this norm only if approved by the Parks Maintenance Supervisor or his/her designee.

6. REDUCTIONS IN MOWING FREQUENCY.

Notwithstanding the foregoing, the City reserves the right, in the exercise of its sole discretion, to reduce the mowing frequency should fiscal or other circumstances warrant.

7. Grass Clippings

Mowing equipment shall be designed and operated to pick up the grass clippings or to mulch and distribute clippings in an even manner. Unless otherwise designated, mulch mowing will be accepted in only two park areas, the Barney Meyring Parkstrip, and the Black Gold Parkstrip. Mulch mowing will not be acceptable when the weather prohibits an even distribution of clippings. Grass



clippings shall never be present on any walkways, paths, headstones or sidewalks after each mowing. All un-mulched clippings shall be disposed of at the City landfill unless otherwise agreed upon.

Ground cover shall be trimmed at the edge of all hard surfaces, fence lines inside and out, permanent park amenities, signs, buildings, boulders, parking pin downs, dunnage, and bed areas. Ground covers shall be trimmed to prevent encroachment in the shrubs, trees and utility vaults. It is the Contractor's responsibility to maintain all trim mowing at the same height as turf areas. Care should be taken to leave clearance between the weed whip and any wooden structures, shrubs, or trees to reduce damage.

All encroaching, neighboring vegetation, including brush, trees, and shrubs, shall be kept trimmed away from roads, trails, walkways, and maintained areas. Vegetation shall be trimmed to prevent the limitation of sightlines along trails and streets. Vertical pedestrian and trail clearance shall be eight feet (8), and horizontal clearance is approximately one foot (1) beyond the trail edge. Horizontal clearance may vary depending on the style of construction, obstructions, and property boundaries.

All fenced areas, playgrounds, courts, parks, and fields shall be maintained free of vegetation along fence lines. Vegetation along the fence line shall be controlled by mowing and trimming on both the inside and outside of the fence. In addition, a minimum eight-foot (8') wide path along the outside perimeter of each fence shall be maintained and kept clear of all brush and weeds.

8. MOWER OPERATION

The Contractor shall avoid rapid, spinning turns that may bruise or tear the turf. Slopes and banks shall be mowed in a manner that reduces the likelihood of tearing or scalping the turf. The Contractor shall be responsible for the repair or replacement of any damage caused by

the Contractor or personnel employed by the Contractor while performing work under this Contract. All repairs and replacements shall be completed by the Contractor at no cost to the City.

9. SITE CLEANLINESS

All litter and pet feces located on turf areas shall be removed by hand or by mechanized means during routine maintenance operations.

10. MOWING PATTERN

A planned schedule for varying the mowing pattern shall be utilized to reduce soil compaction and control turf grass grain. Grain refers to the tendency of turf grass leaves and stems to grow horizontally in one or more directions rather than vertically.



11. OBSTACLES

High-use park areas shall be mowed with caution to avoid disturbing park users and park amenities. Common obstacles include play areas, flowerpots, trash cans, picnic tables, and similar features. When possible, high-use areas should be mowed before noon.

Portable picnic and portable tables shall be moved to one side so that the grass beneath them can be mowed. Tables or other park amenities moved by the Contractor shall be returned to their original location and shall not be left on streets, trails, sidewalks, playgrounds, parking lots, athletic fields, or other similar surfaces. Mowing around fixed tables, benches, and shelters shall be performed so that grass clippings are blown away from these structures.

12. FERTILIZATION

The City shall provide all fertilizer used for turf areas covered under the Contract. The Parks Department shall determine each year the type of fertilizer, application rate, and frequency of applications. Fertilizer applications shall not exceed three (3) times per growing season, and the City reserves the right to reduce the number of applications based on turf conditions, weather, budgetary considerations, or operational needs.

The Contractor shall apply fertilizer as directed by the Parks Department using properly calibrated equipment and in accordance with manufacturer label instructions and accepted turf management practices. Care shall be taken to prevent over-application and to avoid spreading fertilizer onto sidewalks, roads, parking areas, or other non-turf surfaces.

13. CEMETERY MAINTENANCE

Care of recent burial sites: Leveling, backfilling, placement of topsoil, and seeding of new gravesites, as well as repairs related to headstone installations or other lawn damage caused by City activities within the Valdez Memorial Cemetery, shall be the responsibility of the City Parks Maintenance Department.

The Contractor shall notify the Cemetery Manager or Parks Maintenance Supervisor of any collapsed lots, sinkholes, or damaged or disrupted headstones observed during the course of performing work.

Preparation for Memorial Day: The Contractor shall make every reasonable effort to ensure the cemetery grounds are in good condition prior to Memorial Day each year.

Funeral services: The City shall notify the Contractor in advance of any scheduled funerals, services, or projects at the cemeteries to allow the Contractor sufficient time to prepare the area and, if necessary, adjust maintenance schedules to accommodate these activities.



Special care of headstone and decorations: Care shall be taken when mowing and trimming around wooden or delicate headstones, decorations, and other items to prevent damage to the private property of lot owners. The Contractor shall trim inside the fence line of all lots enclosed by fencing. When using weed trimmers, care shall be taken to avoid damaging or defacing headstones, headboards, fences, or other grave markers.

Final Mowing: Shall be completed in mid-September to mulch fallen leaves to the greatest extent possible.

14. CONTRACTOR EQUIPMENT OPERATIONS

All equipment shall be operated in a safe manner. All equipment shall be approved by the Parks Maintenance Department prior to the award of the contract. Mower blades shall be sharpened regularly to ensure a clean, even cut. Equipment shall be adequate to mow heavy or wet grass during rainy conditions and shall be capable of operating on wet ground without becoming stuck or causing rutting or damage to turf areas.

15. CONTRACTOR SUPPLIED EQUIPMENT AND MATERIALS

The Contractor shall furnish all hand tools and power equipment necessary to perform the work. Required equipment shall include, but not be limited to, mowers, fertilizer spreaders or sprayers, and any other equipment necessary for the proper performance of the Contract. The Contractor shall maintain equipment capability throughout the term of the Contract at a level equal to or greater than that provided or proposed at the time of bid.

16. CITY-FURNISHED MATERIALS

The Contractor shall make application to the City for the necessary materials and shall state specifically the areas where these materials are to be used so that the quantities may be determined. Because the City maintains a limited supply of topsoil, any request involving large quantities or large restoration projects must receive prior approval from the Parks Maintenance Supervisor or designee to allow for coordination of materials and project scheduling.

Grass seed shall be provided as needed and must be requested at least two (2) weeks in advance of use to ensure order delivery.

17. CHANGE IN SCOPE OF WORK

If, during the term of this Contract, a change in the scope of work is required, whether by addition or reduction, the Contract may be modified through mutual agreement of the parties. All changes shall be documented through a written Change Order signed by both the City and the Contractor prior to implementation.



18. CONTRACTOR'S REPRESENTATIVE/PERSONNEL

The Contractor shall provide a competent foreman or supervisor to oversee all work performed under this Contract. Contractor personnel shall present a neat appearance and conduct themselves in a professional manner. All work shall be performed in a professional and competent manner consistent with accepted industry practices.

19. MINIMUM STAFFING REQUIREMENTS

The Contractor shall maintain sufficient personnel to perform the work required under this Contract in a timely and satisfactory manner.

At a minimum, the Contractor shall provide a crew of no fewer than three (3) personnel when performing mowing and maintenance operations necessary to meet the requirements of this Contract. The Contractor shall ensure that all personnel operating mowing or maintenance equipment are experienced in the safe and proper operation of such equipment and are capable of performing maintenance activities within public park facilities.

The Contractor shall provide adequate supervision of all personnel performing work under this Contract. At least one designated supervisor or crew leader shall be present during operations to oversee work activities and ensure compliance with the requirements of this Contract.

If the Contractor fails to maintain sufficient staffing levels to meet the performance standards of this Contract, the City may require the Contractor to increase staffing as necessary to restore the required level of service.

20. COMMUNICATIONS

After-hours emergencies shall be reported to the Valdez Police/Fire Department at 835-4560. Emergencies or hazardous conditions during normal business hours shall be reported to the Parks Maintenance Supervisor or other designated contacts.

Hazardous conditions shall be immediately remedied or secured to prevent further damage and to protect park visitors from injury. The Contractor is responsible for maintaining close supervision of all maintenance operations and activities within the work areas.

The Parks Department shall make reasonable efforts to communicate upcoming activities and events occurring within the Contractor's work areas so that disruptions can be minimized and the Contractor can prepare affected areas in advance as necessary.



21. PUBLIC RELATIONS

Work shall be performed in a manner that minimizes disruption to park users. Public safety shall be the highest priority at all times. When possible, mowing schedules shall accommodate public use of park facilities. The Contractor shall delay mowing in areas being used by large, organized groups and shall resume work once the area is clear. Small groups may be politely asked to move a safe distance to allow work to proceed.

Because many park facilities are rented by the public, the Contractor may obtain a schedule of park events from the Parks Maintenance Supervisor. Work around City offices and other public facilities shall be scheduled in a manner that does not disrupt employee workflow, public access, or scheduled meetings.

All Contractor vehicles and equipment operating in City parks shall clearly display the Contractor's name and shall follow all posted speed limits. Vehicles and equipment shall not exceed ten miles per hour (10 mph) when operating within park areas. Contractor employees working in park areas shall wear clothing that clearly identifies them as Contractor employees. The use of marijuana, alcohol, or illegal drugs by Contractor personnel while performing work is prohibited and may result in removal of the employee and possible termination of the Contract.

21. REPORTING

The Contractor shall submit an invoice for work performed. Each invoice shall include the following information:

1. The work performed, including mowing, trimming, or other maintenance activities.
2. The date the work was performed and amount for each mowing, trimming or other maintenance activity.

In addition to the invoice, the Contractor shall submit a separate written report to the Parks Department, including the following:

3. Any problems or issues identified during the operational period, along with written comments or suggestions noted during operations. Emergency issues shall be reported immediately to the Parks Department. Examples of issues that shall be reported immediately include broken tree limbs, vandalism, broken glass, excessive litter, safety hazards, or mower clearance problems.
4. A generalized weekly schedule of areas to be serviced, provided in advance to assist with coordination of rentals, funerals, events, and other activities.



22. SITE INSPECTIONS

The Parks Department will conduct periodic inspections of park areas to ensure compliance with these specifications. During inspections, a list of any deficiencies will be prepared and provided to the Contractor for correction. Payment may be withheld until identified deficiencies have been corrected to the satisfaction of the City.

Upon request or as necessary, an authorized City representative may accompany the Contractor to work areas to clarify or demonstrate mowing methods and procedures. The Contractor shall consult with the Parks Maintenance Supervisor, or designee, regarding details related to scheduling and performance of turf mowing.

The City of Valdez reserves the right to schedule meetings with the Contractor, as needed, to discuss and evaluate Contractor performance. If performance issues are identified, the City may require the Contractor to provide daily work schedules, progress updates, and/or attend additional meetings until the issues are resolved.

23. DEFAULTS

Notice of Deficiency and Corrective Action: If the Contractor fails to perform work in accordance with the requirements of this Contract, the City of Valdez will notify the Contractor of the deficiency. The Contractor shall have twenty-four (24) hours from the time of notification to take corrective action unless otherwise agreed to by the City.

Penalty for Continued Non-Performance: If the Contractor fails to correct the deficiency after notice has been provided, the City may assess a penalty of up to One Hundred Dollars (\$100.00) per day for each day the deficiency continues.

Continued failure to correct deficiencies may result in termination of the Contract. In such event, the City may perform the work itself or enter into an agreement with another contractor to complete the work.

Any additional costs incurred by the City to complete the work may be recovered from the Contractor or deducted from any payments due under this Contract.

Failure to Maintain Service Levels: Failure of the Contractor to maintain the required level of service, including mowing frequency, site cleanliness, completion of seasonal tasks, or other maintenance requirements outlined in the Contract, shall constitute a deficiency under this section.

Weather conditions, equipment failure, staffing shortages, or other operational issues shall not relieve the Contractor of the responsibility to maintain the required service levels unless such delays are approved by the Parks Maintenance Supervisor or designee.



If maintenance activities fall behind due to weather or other approved conditions, the Contractor shall take reasonable steps to restore the required maintenance schedule as soon as conditions allow.

Termination for Breach: If the Contractor fails to perform the work in accordance with the specifications of this Contract and fails to correct the deficiency after notice, the City may terminate the Contract for breach.

Upon termination, the City may enter into an agreement with another contractor or perform the work itself. The Contractor shall be responsible for all costs and damages incurred by the City as a result of the Contractor's failure to perform.

City's Right to Terminate: If the City determines that the Contractor has failed to satisfactorily perform its obligations under the terms of the Contract, the City may terminate the Contract.

In the event of termination, the City shall pay the Contractor for all work satisfactorily completed up to the date of termination. The City shall have no further obligation to the Contractor beyond payment for satisfactory work performed.

The City reserves the right to deduct from the final payment any additional costs incurred by the City to complete the work required under the Contract that exceed the amounts otherwise payable to the Contractor.

Appeal Process: If the City intends to terminate the Contract pursuant to this section, written notice of the proposed termination shall be provided to the Contractor by the Parks and Recreation Director. The notice shall state the grounds for the proposed termination.

The Contractor may appeal the decision of the Parks and Recreation Director to the Valdez City Manager. To exercise this right, the Contractor must submit a written Notice of Appeal to the City Manager within ten (10) days of receiving the Notice of Termination.

The Contractor may further appeal the City Manager's decision to the Valdez City Council. To exercise this right, the Contractor must submit a written Notice of Appeal to the City Clerk within ten (10) days of receiving the City Manager's decision. A hearing shall then be held before the City Council, whose decision shall be final.

24. INSURANCE

Worker's Compensation and Employer's Liability

\$500,000 Employer's Limit and Statutory requirements for Worker's Compensation



General Liability

Minimum limits

Commercial General Liability

\$1,000,000 each
occurrence

General Aggregate-
Products-Comp/Ops Aggregate-
Personal and Advertising Injury

\$2,000,000
\$2,000,000
\$1,000,000

Automobile Liability

Any Auto

\$1,000,000
Combined Single limit

Scheduled Auto, Hired Autos, Non-owned
Auto acceptable in lieu of Any Auto.

25. INDEMNIFICATION

The Contractor shall indemnify, defend, save and hold the City harmless from any claim, lawsuit, or liability costs and attorney's fees arising from any alleged loss, damage or injury to persons or property during the course or as a result of this Contract.



Appendix A: Maps And Schedule Worksheets With Negotiated Pricing

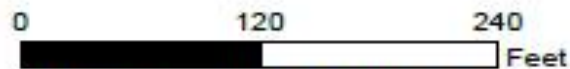


Park 1 - Civic Center



Map Key

- Brush Hog in Spring
- Contract
- Spring Clean Up Only



Area = 29,357.9 Sq.Ft.




THE DATA CONTAINED HEREIN IS COMPILED FROM SEVERAL SOURCES, SOME UNRELATED TO THE CITY OF VALDEZ, WITH DIFFERENT LEVELS OF PRECISION. PLEASE NOTE, WHILE THE INFORMATION IN OUR GIS IS BELIEVED TO BE RELIABLE, IT IS NOT GUARANTEED TO BE ACCURATE.

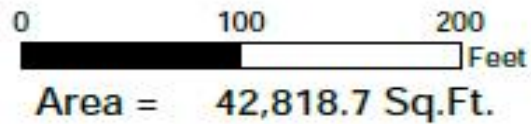


Park 2 - Ruth Pond Park



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only






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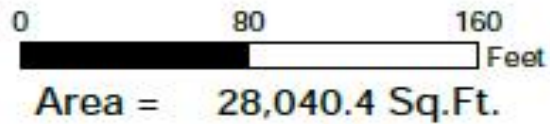


Park 3 - City Hall



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only



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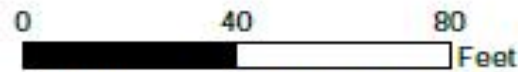


Park 4 - Library



Map Key

- Brush Hog in Spring
- Contract
- Spring Clean Up Only



Area = 8,065.4 Sq.Ft.




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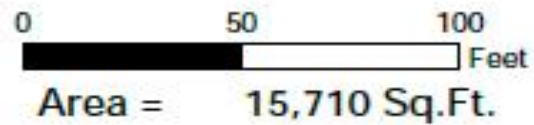


Park 5 - Museum



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only






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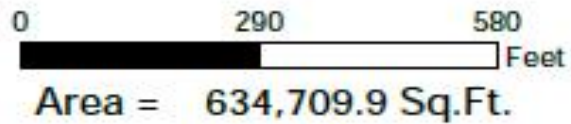


Park 6 - Meyring Parkstrip



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only



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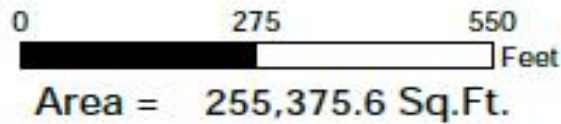


Park 7 - Black Gold Parkstrip



Map Key

- Brush Hog in Spring
- Contract
- Spring Clean Up Only






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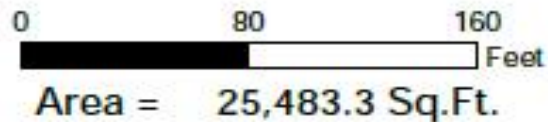


Park 8 - Recreation Center



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only



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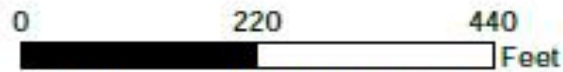


Park 9 - Goldfields Softball Complex



Map Key

- Brush Hog in Spring
- Contract
- Spring Clean Up Only



Area = 101,992.1 Sq.Ft.




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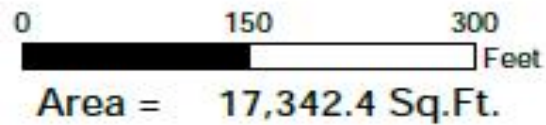


Park 10 - Senior Center



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only






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Park 11 - Valdez Memorial Cemetery



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only






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Park 12 - North Harbor Drive Corner



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only






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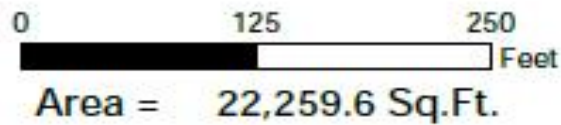


Park 13 - Kelsey Dock



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only






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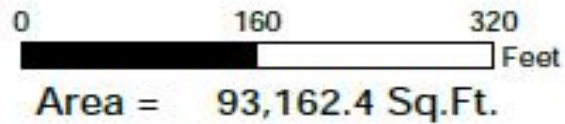


Park 14 - Senior League Field



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only






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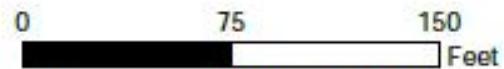


Park 15 - Robe River Park



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only



Area = 9,047.2 Sq.Ft.




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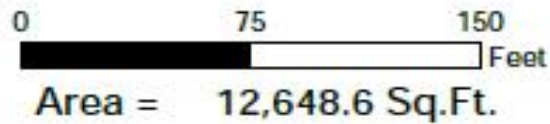


Park 16 - North Meyring - T-Ball Field



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only






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Park 18 - Dog Park



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only






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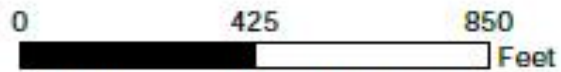


Park 19 - Pioneer Cemetery



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only



Area = 100,140.5 Sq.Ft.




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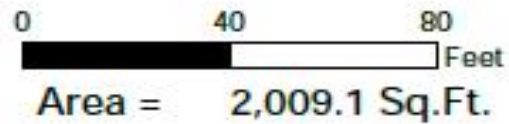


Park 20 - Corbin Creek Playground



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only






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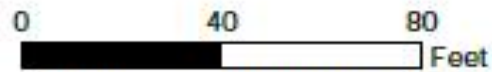


Park 22 - Veterans Memorial



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only



Area = 12,082.6 Sq.Ft.




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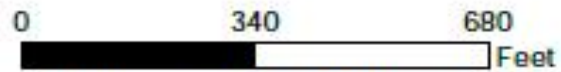


Park 23 - DOT Right of Way



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only



Area = 276,588.9 Sq.Ft.




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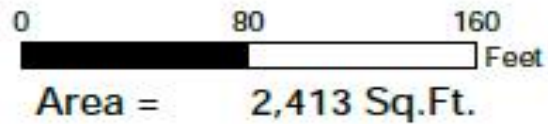


Park 24 - Shoup Trailhead Park



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only






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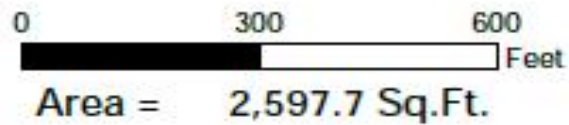


Park 25 - Historic Post Office - Old Town Entrance



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only






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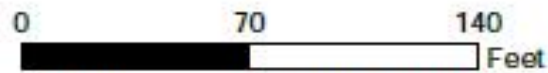


Park 26 - Archery Range



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only



Area = 41,122.3 Sq.Ft.




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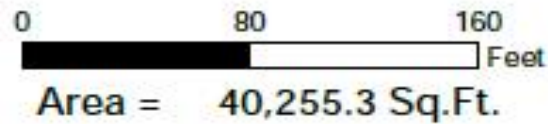


Park 27 - Dock Point



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only



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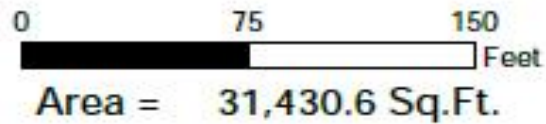


Park 29 - Fire Station



Map Key

- Brush Hog in Spring
- Contract
- Spring Clean Up Only






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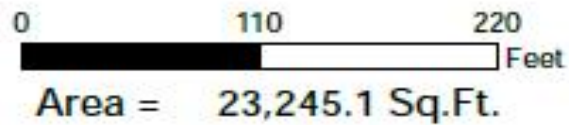


Park 30 - Track and Field



Map Key

-  Brush Hog in Spring
-  Contract
-  Spring Clean Up Only



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SPRING CLEAN UP

	Area Description	Estimated Acreage	Total Price Per Season
	Civic Center	0.67	\$1,200.00
	Ruth Pond	0.98	\$1,850.00
	City Hall	0.64	\$650.00
	Library	0.19	\$400.00
	Museum	0.36	\$600.00
	Barney Meyring Park Strip	14.57	\$15,000.00
	Black Gold Park Strip	5.86	\$7,500.00
	Recreation Center	0.59	\$850.00
	GoldFields Softball Complex	2.34	\$4,500.00
	Senior Center	0.4	\$1,000.00
	Valdez Memorial Cemetery	5.12	\$4,000.00
	North Harbor Drive Corner	0.15	\$250.00
	Kelsey Dock	0.51	\$500.00
	Senior League Field	2.14	\$2,900.00
	Robe River Park	0.2	\$800.00
	North Meyring T-Ball Field	0.29	\$400.00
	Dog Park	0.15	\$1,000.00
	Pioneer Cemetery	2.3	\$2,000.00
	Corbin Creek Playground	0.04	\$-
	Veterans Memorial Park	0.28	\$400.00
	DOT Right of Way	6.35	\$-
	Shoup Trailhead Park	0.05	\$2,000.00
	Historic Post Office - Old Town Entrance	0.06	\$-
	Archery Range	0.95	\$-
	Dock Point	0.92	\$-
	Fire Station #1	0.72	\$600.00
	Track and Field	0.53	\$-
	Total Estimated Acreage	47.36	\$48,400.00



MOW/TRIM SCHEDULE

Area Description	Estimated Acreage	Estimated Frequency per Season		Unit Price		Total Item Price Per Season
Civic Center	0.67	22	x	\$180.00	Total=	\$3,960.00
Ruth Pond	0.98	22	x	\$240.00	Total=	\$5,280.00
City Hall	0.64	22	x	\$220.00	Total=	\$4,840.00
Library	0.19	22	x	\$150.00	Total=	\$3,300.00
Museum	0.36	22	x	\$220.00	Total=	\$4,840.00
Barney Meyring Park Strip	14.57	13	x	\$2,000.00	Total=	\$26,000.00
Black Gold Park Strip	5.86	13	x	\$1,200.00	Total=	\$15,600.00
Recreation Center	0.59	20	x	\$240.00	Total=	\$4,800.00
GoldFields Softball Complex	2.34	22	x	\$480.00	Total=	\$10,560.00
Senior Center	0.4	22	x	\$240.00	Total=	\$5,280.00
Valdez Memorial Cemetery	5.12	14	x	\$500.00	Total=	\$7,000.00
North Harbor Drive Corner	0.15	22	x	\$180.00	Total=	\$3,960.00
Kelsey Dock Uplands	0.51	22	x	\$240.00	Total=	\$5,280.00
Veterans Memorial Park	0.28	22	x	\$240.00	Total=	\$5,280.00
DOT Right of Way	6.35	10	x	\$750.00	Total=	\$7,500.00
Archery Range	0.95	0	x	\$250.00	Total=	\$-
Dock Point	0.92	8	x	\$180.00	Total=	\$1,440.00
Fire Station #1	0.72	22	x	\$240.00	Total=	\$5,280.00
Track and Field	0.53	0	x	\$180.00	Total=	\$-
Total Estimated Acreage	42.13			Total		\$120,200.00



FERTILIZING SCHEDULE

Area Description	Estimated Acreage	Estimated Frequency per season		Unit Price	Total =	Total price per season
Civic Center	0.67	2	x	\$ 100.00	Total =	\$200.00
Ruth Pond	0.98	2	x	\$150.00	Total =	\$300.00
City Hall	0.64	2	x	\$100.00	Total =	\$200.00
Library	0.19	2	x	\$80.00	Total =	\$160.00
Museum	0.36	2	x	\$80.00	Total =	\$160.00
Barney Meyring Park Strip	14.57	1	x	\$1,200.00	Total =	\$1,200.00
Black Gold Park Strip	5.86	1	x	\$500.00	Total =	\$500.00
Recreation Center	0.59	2	x	\$100.00	Total =	\$200.00
GoldFields Softball Complex	2.34	2	x	\$350.00	Total =	\$700.00
Senior Center	0.4	2	x	\$100.00	Total =	\$200.00
Valdez Memorial Cemetery	5.12	2	x	\$500.00	Total =	\$1,000.00
North Harbor Drive Corner	0.15	2	x	\$80.00	Total =	\$160.00
Kelsey Dock	0.51	2	x	\$100.00	Total =	\$200.00
Veterans Memorial	0.28	2	x	\$100.00	Total =	\$200.00
DOT Right of Way	6.35	0	x	\$450.00	Total =	\$-
Archery Range	0.95	0	x	\$ 120.00	Total =	\$-
Dock Point	0.92	0	x	\$120.00	Total =	\$-
Fire Station #1	0.72	2	x	\$100.00	Total =	\$200.00
Track and Field	0.53	0	x	\$ 100.00	Total =	\$ -
Total Estimated Acreage	42.13			Total		\$5,580.00