

REQUEST FOR COUNCIL ACTION

SUBJECT: Landscape Maintenance of Water Division Facility-Well Sites.

SUMMARY: Approve a contract with Hallmark Landscaping, LLC for annual, bi-weekly landscape maintenance of city owned water facility sites in an amount not to exceed \$22,900.00 .

FISCAL IMPACT: Funds are available in the Water Operations-Building & Grounds Account.

STAFF RECOMMENDATION:

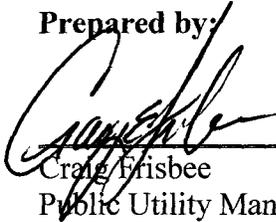
Staff recommends approval of a contract with Hallmark Landscaping, LLC for annual, bi-weekly landscape maintenance of city owned water facility sites in an amount not to exceed \$22,900.00.

MOTION RECOMMENDED:

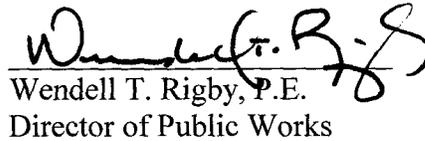
"I move to adopt Resolution No. 14-87 authorizing the Mayor to execute a contract with Hallmark Landscaping, LLC for annual, bi-weekly landscape maintenance of city owned water facility sites in an amount not to exceed \$22,900.00.

Roll Call vote required

Prepared by:


Craig Frisbee
Public Utility Manager

Reviewed and Recommended by:


Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency


Jeffery Robinson
City Attorney

Recommended by:


Rick Davis
City Manager

BACKGROUND DISCUSSION:

Maintenance of the Water Division Facility Sites (Water Reservoirs, Pump Stations and Well Sites) is an important part of the overall care and upkeep of the city's water system facilities. There is approximately 58,070 square feet of property that requires weekly maintenance including turf mowing, tree trimming, weed management and general landscape upkeep and maintenance. In the past, the city Parks Division has managed the maintenance contracts with contracted vendors for these sites. They have used Hallmark Landscaping in the past and are generally pleased with their work. Due to the quantity and scope of the work, the Parks Division can no longer manage this contract and the utility has accepted the contract management responsibility.

Staff prepared a scope of work and solicited bids to contract the work. Three bids were received and the successful bidder is: Hallmark Landscaping, LLC. The winning bid amount was: \$22,900.00

It is recommended that the council approve the Landscape Maintenance City Well Site's contract with Hallmark Landscaping, LLC. The contract term will be for one year. At the end of the contract term (one year), the utility will again publish a request for proposal soliciting bids for this work for a one year term.

Attachments:

Resolution

Contract

Bid Tabulation

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-87

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND HALLMARK LANDSCAPING, LLC

WHEREAS, the City Council of the City of West Jordan has received three Bids for the Landscape Maintenance of City Well Site's; and

WHEREAS, City staff reviewed the bids, and have determined that Hallmark Landscaping, LLC, being the low bidder, meets the requirements for the project; and

WHEREAS, the City Council has determined that the proposed contract with Hallmark Landscaping, LLC, for an amount not-to-exceed \$22,900.00 is acceptable for the purpose of landscape maintenance of City owned water facility sites,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. The Mayor is hereby authorized to execute three original copies of the contract between the City of West Jordan and Hallmark Landscaping, LLC, in an amount not to exceed \$22,900.00.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 14th day of May 2014.

KIM V. ROLFE
Mayor

ATTEST:

MELANIE S. BRIGGS, MMC
City Clerk

Voting by the City Council	"AYE"	"NAY"
Council Member Jeff Haaga	_____	_____
Council Member Judy Hansen	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Chad Nichols	_____	_____
Council Member Ben Southworth	_____	_____
Council Member Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

CITY OF WEST JORDAN CONTRACT

1. CONTRACTING PARTIES: This contract is between the City of West Jordan, a municipality and political subdivision of the State of Utah and the following CONTRACTOR:

**Hallmark Landscaping
C/O Jon Hall
PO Box 1412
Riverton, UT 84065**

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency
- Limited Liability Company

Federal Tax ID# 20-142-8061

- 2. GENERAL PURPOSE OF CONTRACT: To furnish landscaping maintenance services for the City Well Sites – City wide.
 - 3. PROCUREMENT: This contract is entered into as a result of the Invitation for Bids (PW 1210) which was submitted to the City on 03/14/14 by the contractor.
 - 4. CONTRACT PERIOD: **Effective date:** 07/01/14 **Termination date:** 06/30/15, unless terminated early or extended in accordance with the terms and conditions of this contract.
 - 5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of **\$22,900.00 dollars** for costs authorized by this contract.
 - 6. INSURANCE: The contractor shall maintain not less than: (a) \$2,000,000.00 automobile insurance, (b) \$2,000,000.00 general liability insurance with \$3,000,000.00 general aggregate, and (c) worker’s compensation as required by state statute, during the duration of this contract.
 - 7. ATTACHMENT A: Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Insurance Certificate
- Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
- 8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. City of West Jordan’s Procurement Policies, and the Invitation for Bids (PW 1210) which was submitted to the City on 03/14/14 by the contractor.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

CITY OF WEST JORDAN

Contractor's signature

Mayor's signature

Type or Print Name and Title

Attest:

Approved As To Form:

City Recorder

City Attorney

Date: _____

Date: _____

Date: _____

1. **AUTHORITY:** Provisions of this Contract are pursuant to the authority set forth in the West Jordan Municipal Code Section 2-7-301 et seq. Mandatory applicable state and federal law and regulations also apply.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake County.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow City, State, and Federal auditors, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the City of West Jordan, unless disclosure has been made in accordance with City ordinances and policies. Further, contractor certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to any officer or employee of the City of West Jordan to secure favorable treatment with respect to being awarded this Contract.
6. **INSURANCE:** The contractor shall maintain not less than: (a) \$2,000,000.00 automobile insurance, (b) \$2,000,000.00 general liability insurance with \$3,000,000.00 general aggregate, and (c) worker's compensation as required by state statute, during the duration of this contract.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of West Jordan to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City, except as expressly set forth herein. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the CITY for these contract services. Persons employed by the CITY and acting under the direction of the CITY shall not be deemed to be employees or agents of the CONTRACTOR.
8. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the CITY OF WEST JORDAN, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the City's sole negligence.
9. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
12. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the City.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **SALES TAX EXEMPTION:** The City of West Jordan's sales and use tax exemption number is E39555. The tangible personal property or services being purchased are being paid from City funds and used in the exercise of the City's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of the City.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products or services that it licenses, contracts, or sells to the City of West Jordan under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product or services will do what the salesperson said it would do, (2) the product or services will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product or services will be suitable for the ordinary purposes for which such product is used, (4) the product or services will be suitable for any special purposes that the City of West Jordan has relied on the contractor's skill or judgment to consider when it advised the City about the product or services, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the City has not been warned. Remedies available to the City of West Jordan include the following: The contractor will repair or replace (at no charge to the City) the product or services whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product or services proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the City of West Jordan may otherwise have under this contract or provided under the Uniform Commercial Code of the State of Utah.

ATTACHMENT B: SCOPE OF WORK

SCOPE OF WORK

MAINTENANCE OF WELL SITES

Airport Reservoir Site (4070 West 7800 South)

Basic Description

- Approximately – 58,070 sq. ft. (refer to aerial photo)
- Before the maintenance season begins, contractor must submit a maintenance schedule for mowing and weed control (non-selective & selective herbicide).
- Email weekly reports on any maintenance that has been completed during that week to Parks staff by Friday.

Weekly Maintenance – N/A

Bi-Weekly (April – October)

- 1) Mow and cut down weeds (weed-eat)
 - a) Native area directly east of the pump house inside fenced area.
 - b) Native area in the northeast corner of the fenced area.
 - c) Cut down weeds along fence lines of native grass areas.
 - d) Clean-up garbage and debris inside the fenced area.
 - e) Mow the east park strip outside of the fenced area.
- 2) Weed Removal
 - a) Remove weeds from the rock mulch area that is around the east water tank.
 - b) Remove weeds from bark mulched area that is directly east of the water tank.

Monthly (April – October)

- 1) Application of Weed Control (non-selective herbicide)
 - a) Apply non-selective herbicide to rock mulch area that is around the east water tank.
 - b) Apply non-selective herbicide to bark mulch area directly east of water tank.

Spring & Fall

- 1) Spring and late fall complete clean-up and removal of tumble weeds, garbage and debris.
- 2) Prune all bushes and trees inside fenced area and east park strip outside the fenced area, accordingly.

Two Times Yearly (May & September)

- 1) Application of broadleaf weed control (selective herbicide)
 - a) Native area directly east of the pump house (*NO use of non-selective herbicide in this area, we are trying to promote native vegetation growth*).
 - b) Native area in the northeast corner of the fenced area (*NO use of non-selective herbicide in this area, we are trying to promote native vegetation growth*).

SCOPE OF WORK

MAINTENANCE OF WELL SITES

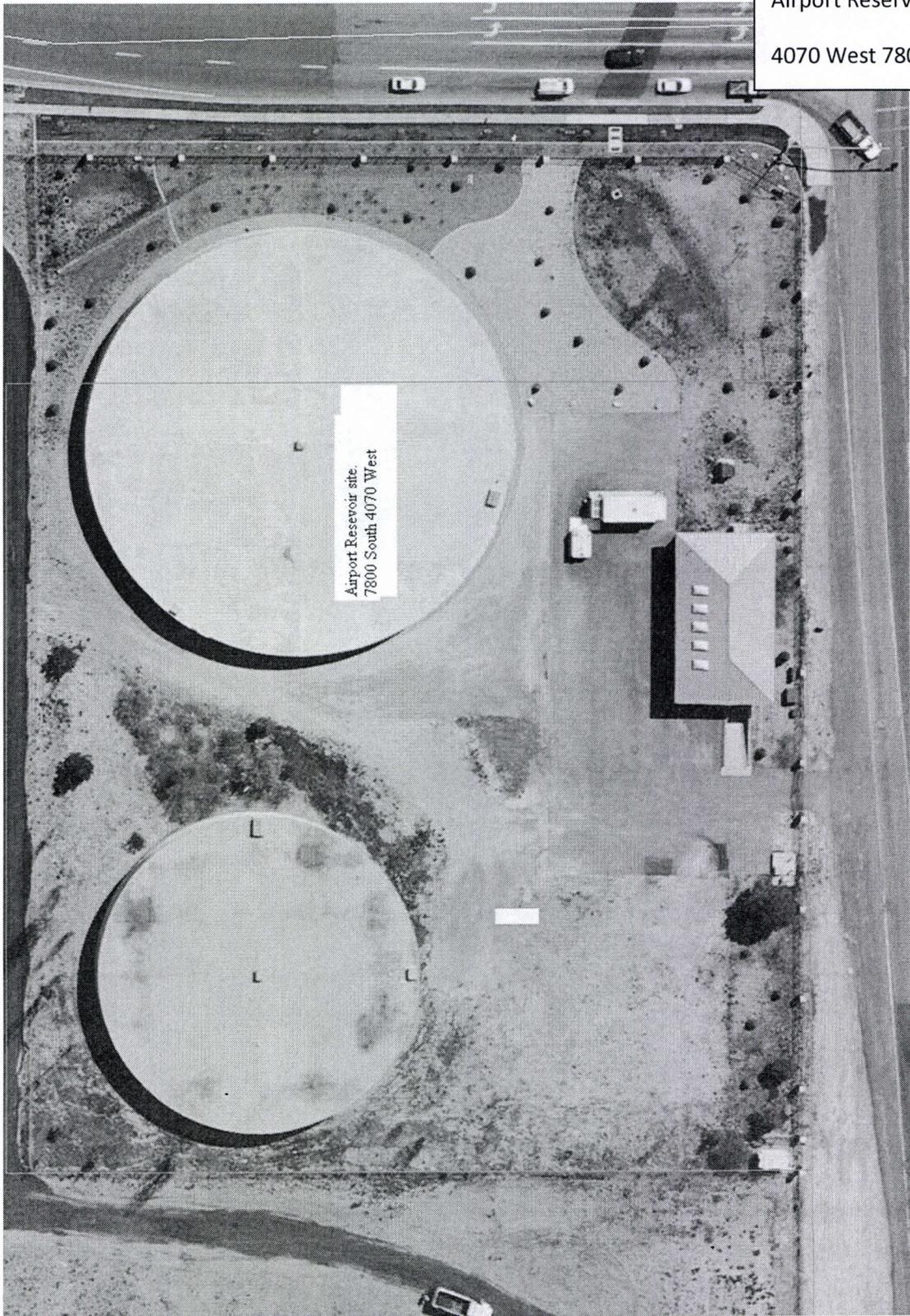
- 2) Cut down weeds
 - a) Cut down weeds that are in the rest of the fenced area.
 - b) Cut weeds on frontage of 7800 South, from corner of 4000 West head west to the fence line that separates properties.

Snow Removal (3" minimum call out)

- 1) Remove snow from entrance at gate and asphalt parking inside fenced area, next to pump house.

SCOPE OF WORK
MAINTENANCE OF WELL SITES

Airport Reservoir Site
4070 West 7800 South



SCOPE OF WORK

MAINTENANCE OF WELL SITES

Bench Reservoir Tank Site (7500 West 7400 South)

Basic Description

- Approximately – 274,158 sq. ft. (refer to aerial photo)
- Before the maintenance season begins, contractor must submit a maintenance schedule for mowing and weed control (selective herbicide).
- Email weekly reports on any maintenance that has been completed during that week to Parks staff by Friday.

Weekly Maintenance – N/A

Bi-Weekly – N/A

Monthly

- 1) A monthly clean-up routine of garbage and debris pickup inside the fenced area.

Spring & Fall

- 1) Spring and late fall complete clean-up and removal of tumble weeds, garbage and debris.

Two Times Yearly (May & September)

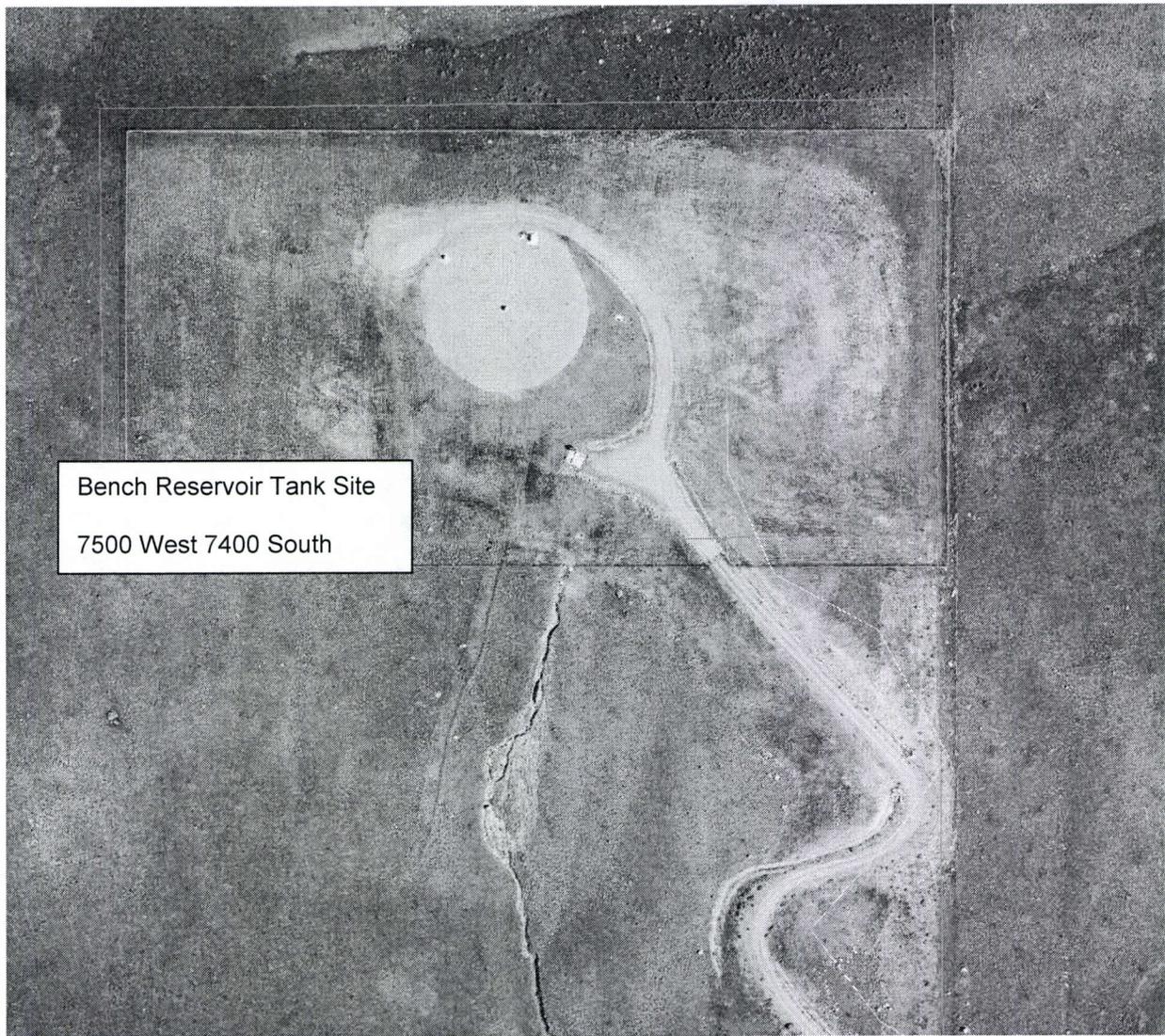
- 1) Application of broadleaf weed control (selective herbicide).
 - a) Native area inside fenced area (*NO use of non-selective herbicide, we are trying to promote native vegetation growth*).

Three Times Yearly (April, July, October)

- 1) Cutting and mowing
 - a) Cut the native plant material inside the fenced area.
 - b) Cut down native plant material and/or weeds inside fenced area.

Snow Removal – N/A

SCOPE OF WORK
MAINTENANCE OF WELL SITES



Bench Reservoir Tank Site
7500 West 7400 South

SCOPE OF WORK

MAINTENANCE OF WELL SITES

Cemetery Tank Site (3491 West 9000 South)

Basic Description

- Approximately – 44,075 sq. ft. (refer to aerial photo)
- Before the maintenance season begins, contractor must submit a maintenance schedule for mowing, fertilization, and weed control (selective herbicide & non-selective).
- Email weekly reports on any maintenance that has been completed during that week to Parks staff by Friday.

Weekly Maintenance (April – October)

- 1) Mow and cut down weeds
 - a) Turf area within fenced area and around water tank.
 - b) A weekly routine of garbage and debris pickup inside the fenced area.

Bi-Weekly

- 1) Weed removal
 - a) Remove weeds from gravel bed that is around the water tank.

Monthly

- 1) Application of weed control (non-selective herbicide)
 - a) Apply non-selective herbicide to gravel bed that is around the water tank.

Spring & Fall

- 1) Spring and late fall complete clean-up and removal of tumble weeds, garbage and debris.

Two Times Yearly (April & August)

- 1) Application of broadleaf weed control (selective herbicide) and fertilization
 - a) Apply broadleaf weed control on all turf within the fenced area and around the water tank.
 - b) Apply a 32/5/6 fertilizer, or comparable formula, to all turf area within the fenced area and around the water tank.

Snow Removal – N/A

SCOPE OF WORK
MAINTENANCE OF WELL SITES



SCOPE OF WORK

MAINTENANCE OF WELL SITES

Grizzly Reservoir Site (5024 West 7800 South)

Basic Description

- Approximately – 133, 527 sq. ft. (refer to aerial photo)
- Before the maintenance season begins, contractor must submit a maintenance schedule for mowing, fertilization and weed control (non-selective & selective herbicide).
- Email weekly reports on any maintenance that has been completed during that week to Parks staff by Friday.

Weekly Maintenance (April – October)

- 1) Mow and cut down weeds (weed-eat)
 - a) Turf area outside of fenced area on frontage of 7800 South.
 - b) Clean-up garbage and debris along frontage of 7800 South.

Bi-Weekly (April – October)

- 1) Edging
 - a) Edge both sides of sidewalk.
 - b) Edge along back of gutter.
 - c) Edge both sides of concrete drive.
- 2) Weed removal
 - a) Remove weeds from planter beds and tree wells outside of fence along frontage of 7800 South.
 - b) Remove weeds from planter beds inside fenced areas.
 - c) Remove weeds from rock mulch area directly north and northeast of pump house.
 - d) Remove weeds from bark mulch area directly south and southeast of pump house.

Monthly (April – October)

- 1) Application of weed control (non-selective herbicide)
 - a) Apply on hardscape areas, such as sidewalks and gutters.
 - b) Apply around all trees in turf area to create a 3' vegetation-free tree well.
 - c) Apply in planter bed outside of fenced area.
 - d) Apply in barks mulched area inside fenced area, directly south and southeast of pump house.
 - e) Apply in rock mulch area inside fenced area, directly north and northeast of pump house.
 - f) Clean-up garbage and debris inside fenced area.

Spring & Fall

- 1) Spring and late fall complete clean-up and removal of tumble weeds, garbage and debris.

SCOPE OF WORK

MAINTENANCE OF WELL SITES

Two Times Yearly (May & September)

- 1) Application of broadleaf weed control (selective herbicide)
 - a) Native area directly south, west, and east of water tank (*NO use of non-selective herbicide, we are trying to promote native vegetation growth*).
 - b) Turf area outside of fenced area along frontage of 7800 South.
 - c) Apply a 32/5/6 fertilizer, or comparable formula, to all turf area within the fenced area and around the water tank.

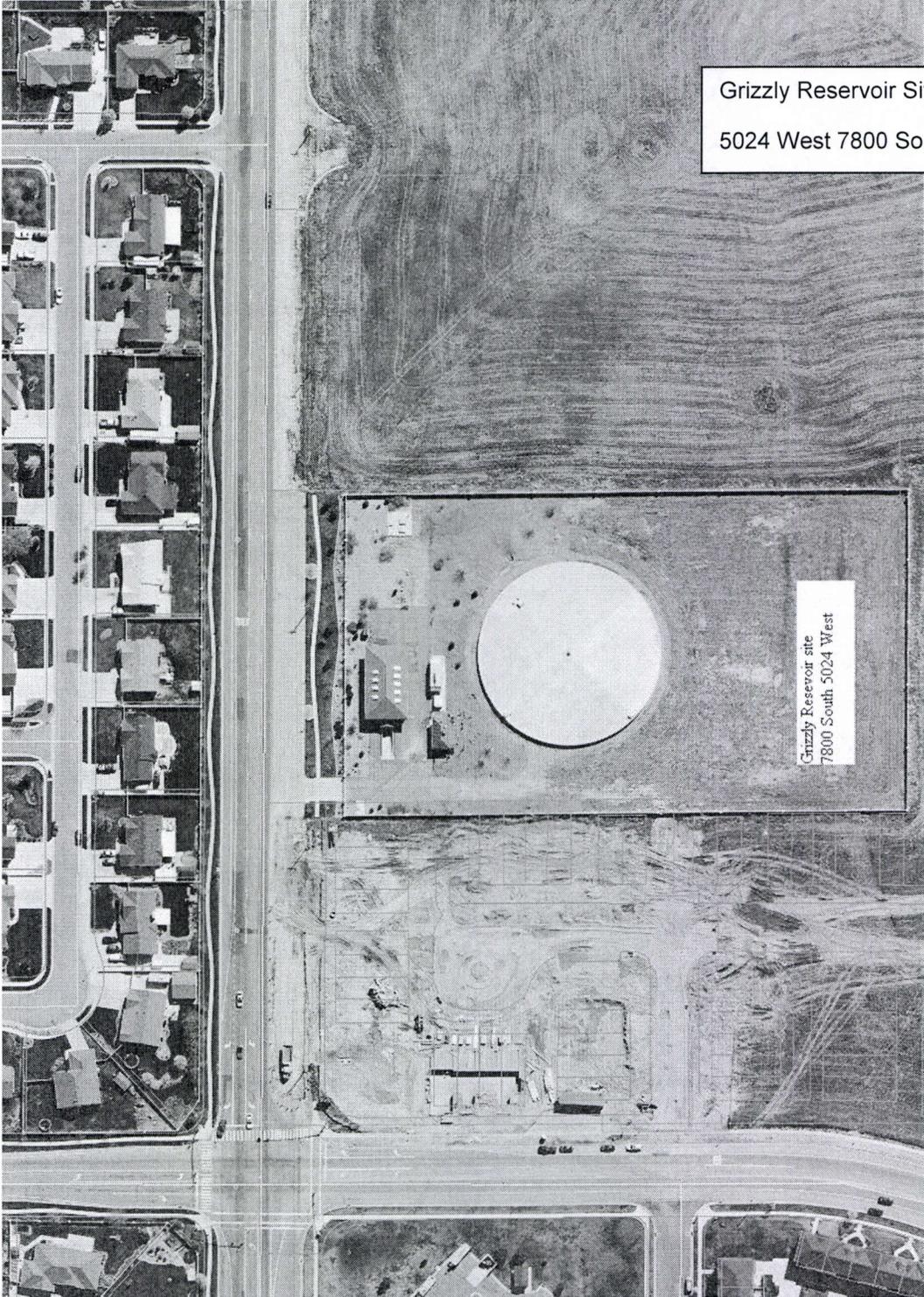
Three Times Yearly (April, July, October)

- 1) Cut down and mowing
 - a) Native vegetation directly south, west, and east of the water tank.

Snow Removal (3" minimum call out)

- 1) Remove snow from entrance approach and driveway to building.

SCOPE OF WORK
MAINTENANCE OF WELL SITES



Grizzly Reservoir Site
5024 West 7800 South

Grizzly Reservoir site
7800 South 5024 West

SCOPE OF WORK

MAINTENANCE OF WELL SITES

Old Bingham Tank (4490 West Old Bingham Highway)

Basic Description

- Approximately – 158,686 sq. ft. (refer to aerial photo)
- Before the maintenance season begins, contractor must submit a maintenance schedule for mowing, fertilization and weed control (non-selective & selective herbicide).
- Email weekly reports on any maintenance that has been completed during that week to Parks staff by Friday.

Weekly Maintenance – N/A

Bi-Weekly – N/A

Monthly (April – October)

- 1) Clean-up within all fenced areas, including west of the tank.
 - a) A monthly routine of garbage and debris pickup inside the fenced area.

Spring & Fall

- 1) Spring and late fall complete clean-up and removal of tumble weeds within all fenced areas, including west of the tank.

Two Times Yearly (May & September)

- 1) Application of broadleaf weed control (selective herbicide).
 - a) Native area inside fenced area (*NO use of non-selective herbicide, we are trying to promote native vegetation growth*).
 - b) Fenced area on the west side of the tank (*NO use of non-selective herbicide, we are trying to promote native vegetation growth*).

Three Times Yearly (April, July, October)

- 1) Cut down and mowing (April, July, October)
 - a) Cut the native plant material throughout the fenced area around the water tank.
 - b) Cut the native plant material throughout the fenced area on the west side of the water tank.
 - c) Weed-eat native plant material and weeds inside fence line of fenced area.
 - d) Cut the native plant material and weeds on the fenced property directly west of the water tank.

Snow Removal – N/A

SCOPE OF WORK
MAINTENANCE OF WELL SITES

Old Bingham Tank
4490 West Old Bingham Highway



Old Bingham Tank
4490 West Old Bingham
Highway

SCOPE OF WORK

MAINTENANCE OF WELL SITES

Terminal Reservoir Site (6900 West New Bingham Highway)

Basic Description

- Approximately – 140,150 sq. ft. (refer to aerial photo)
- Before the maintenance season begins, contractor must submit a maintenance schedule for mowing, fertilization and weed control (non-selective & selective herbicide).
- Email weekly reports on any maintenance that has been completed during that week to Parks staff by Friday.

Weekly Maintenance – N/A

Bi-Weekly – N/A

Monthly (April – October)

- 1) A monthly clean-up routine of garbage and debris pickup inside the fenced area.

Spring & Fall

- 1) Spring and late fall complete clean-up and removal of tumble weeds, garbage and debris.

Two Times Yearly (May & September)

- 1) Application of broadleaf weed control (selective herbicide)
 - a) Native area inside fenced area (*NO use of non-selective herbicide, we are trying to promote native vegetation growth*).

Three Times Yearly (April, July, October)

- 1) Cut down and mowing
 - a) Cut the native plant material throughout the fenced area.
 - b) Cut down (weed-eat) native plant material and weeds inside fence line of fenced area.
 - c) Cut the native plant material and weeds along the frontage of New Bingham Highway from fence line to fence line.

Snow Removal (3" minimum call out)

- 1) Remove snow from the dirt approach that leads to the entrance gate.

SCOPE OF WORK
MAINTENANCE OF WELL SITES



Terminal Reservoir site, 6900 West New Bingham Highway.

Terminal Reservoir Site
6900 West New Bingham Highway

SCOPE OF WORK

MAINTENANCE OF WELL SITES

U-111 Reservoir Site (U-111 and 7800 South)

Basic Description

- Approximately – 163,487 sq. ft. (refer to aerial photo)
- Before the maintenance season begins, contractor must submit a maintenance schedule for mowing, fertilization and weed control (non-selective & selective herbicide).
- Email weekly reports on any maintenance that has been completed during that week to Parks staff by Friday.

Weekly Maintenance – N/A

Bi-Weekly – N/A

Monthly (April – October)

- 1) A monthly clean-up routine of garbage and debris pickup inside the fenced area.

Spring & Fall

- 1) Spring and late fall complete clean-up and removal of tumble weeds, garbage and debris.

Two Times Yearly (May & September)

- 1) Application of broadleaf weed control (selective herbicide)
 - a) Native area inside fenced area (*NO use of non-selective herbicide, we are trying to promote native vegetation growth*).

Three Times Yearly (April, July, October)

- 1) Cut down and mowing
 - a) Cut the native plant material throughout the fenced area.

Snow Removal (3" minimum call out)

- 1) Remove snow from entrance approach and asphalt driveway to pump house building.

SCOPE OF WORK
MAINTENANCE OF WELL SITES

U-111 Reservoir Site
U-111 and 7800 South



U-111 Reservoir site.
7800 South 6959 West

SCOPE OF WORK

MAINTENANCE OF WELL SITES

Well Site #4 (9361 South Hawley Park Road)

Basic Description

- Approximately – 50,430 sq. ft. (refer to aerial photo)
- Before the maintenance season begins, contractor must submit a maintenance schedule for mowing, fertilization and weed control (non-selective & selective herbicide).
- Email weekly reports on any maintenance that has been completed during that week to Parks staff by Friday.

Weekly Maintenance (April – October)

- 1) Mow and cut down weeds (weed-eat)
 - a) Turf area west of well house, inside fence area.
 - b) Turf area west of well house outside of fence, along Hawley Park Drive.
 - c) A weekly routine of garbage and debris pick up inside the fenced area.

Bi-Weekly (April – October)

- 1) Edging
 - a) Edge along back of curb.

Monthly (April – October)

- 1) Application of weed control (non-selective herbicide)
 - a) Apply on hardscape areas, such as asphalt cracks and concrete cracks where weeds appear.

Spring & Fall

- 1) Spring and late fall complete clean-up and removal of tumble weeds, garbage and debris.

Two Times Yearly (May & September)

- 1) Application of broadleaf weed treatment (selective herbicide)
 - a) Native area east of well house (*No use of non-selective herbicide, we are trying to promote native vegetation growth*).
 - b) Turf area west of well house inside fenced area and area outside of fenced area along Hawley Park Drive.
- 2) Application of Fertilization
 - a) Apply a 32/5/6 fertilizer, or comparable formula, to all turf area within the fenced area and turf area that is on the frontage of Hawley Park Road.

Three Times Yearly (April, July, October)

SCOPE OF WORK

MAINTENANCE OF WELL SITES

- 1) Cut down and mowing
 - a) Native area east of well house

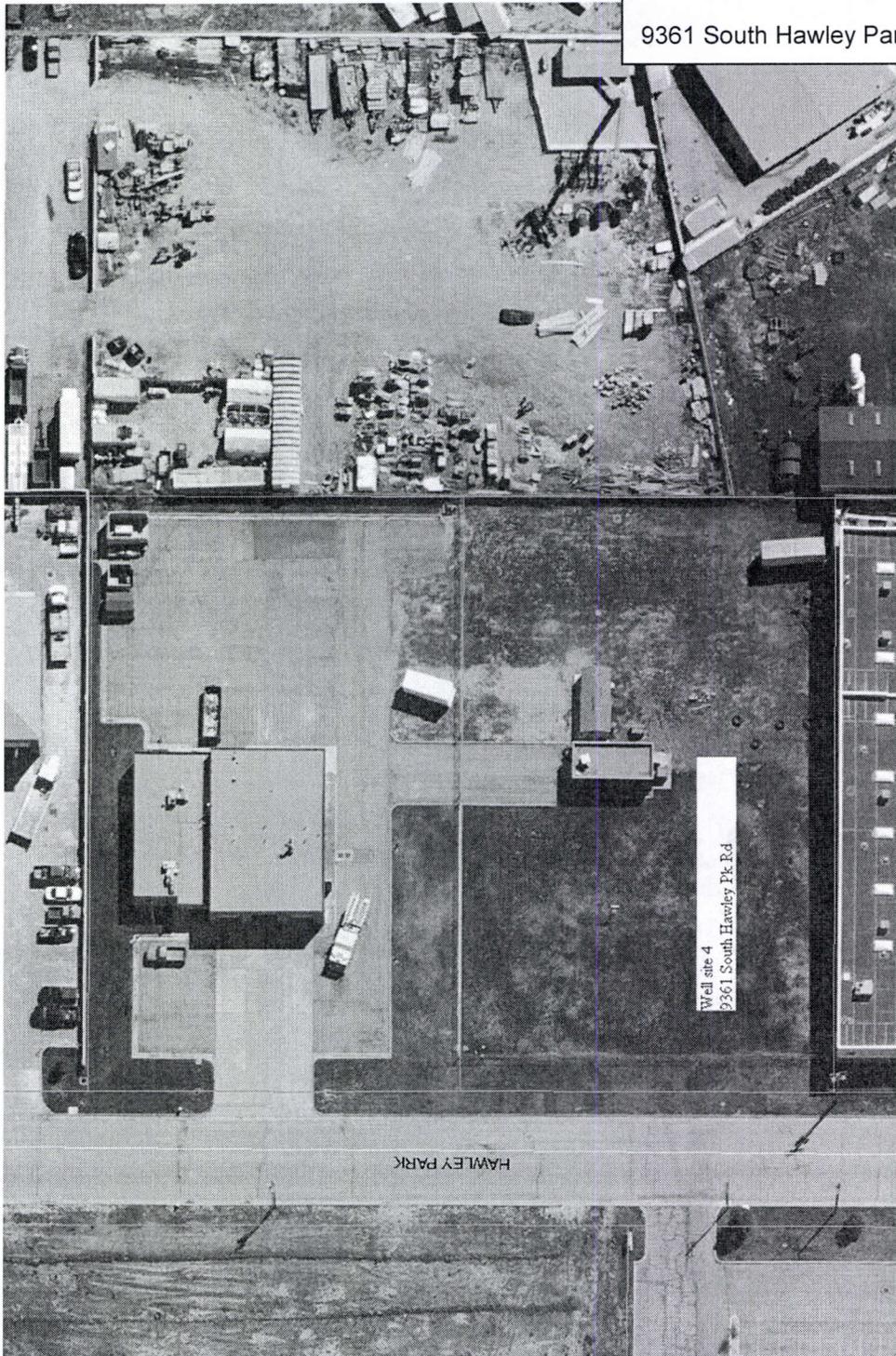
Snow Removal (3" minimum call out)

- 1) Remove snow from entrance approach and driveway to building.

SCOPE OF WORK
MAINTENANCE OF WELL SITES

Well Site #4

9361 South Hawley Park Rd



SCOPE OF WORK

MAINTENANCE OF WELL SITES

Well #5 New Bingham Site (5800 West New Bingham Highway)

Basic Description

- Approximately – 144,434 sq. ft. (refer to aerial photo)
- Before the maintenance season begins, contractor must submit a maintenance schedule for mowing, fertilization and weed control (non-selective & selective herbicide).
- Email weekly reports on any maintenance that has been completed during that week to Parks staff by Friday.

Weekly Maintenance – N/A

Bi-Weekly – N/A

Monthly (April – October)

- 1) A monthly clean-up routine of garbage and debris pickup inside the fenced area.

Spring & Fall

- 1) Spring and late fall complete clean-up and removal of tumble weeds, garbage and debris.

Two Times Yearly (May & September)

- 1) Application of broadleaf weed control (selective herbicide)
 - b) Native area inside fenced area (*NO use of non-selective herbicide, we are trying to promote native vegetation growth*).

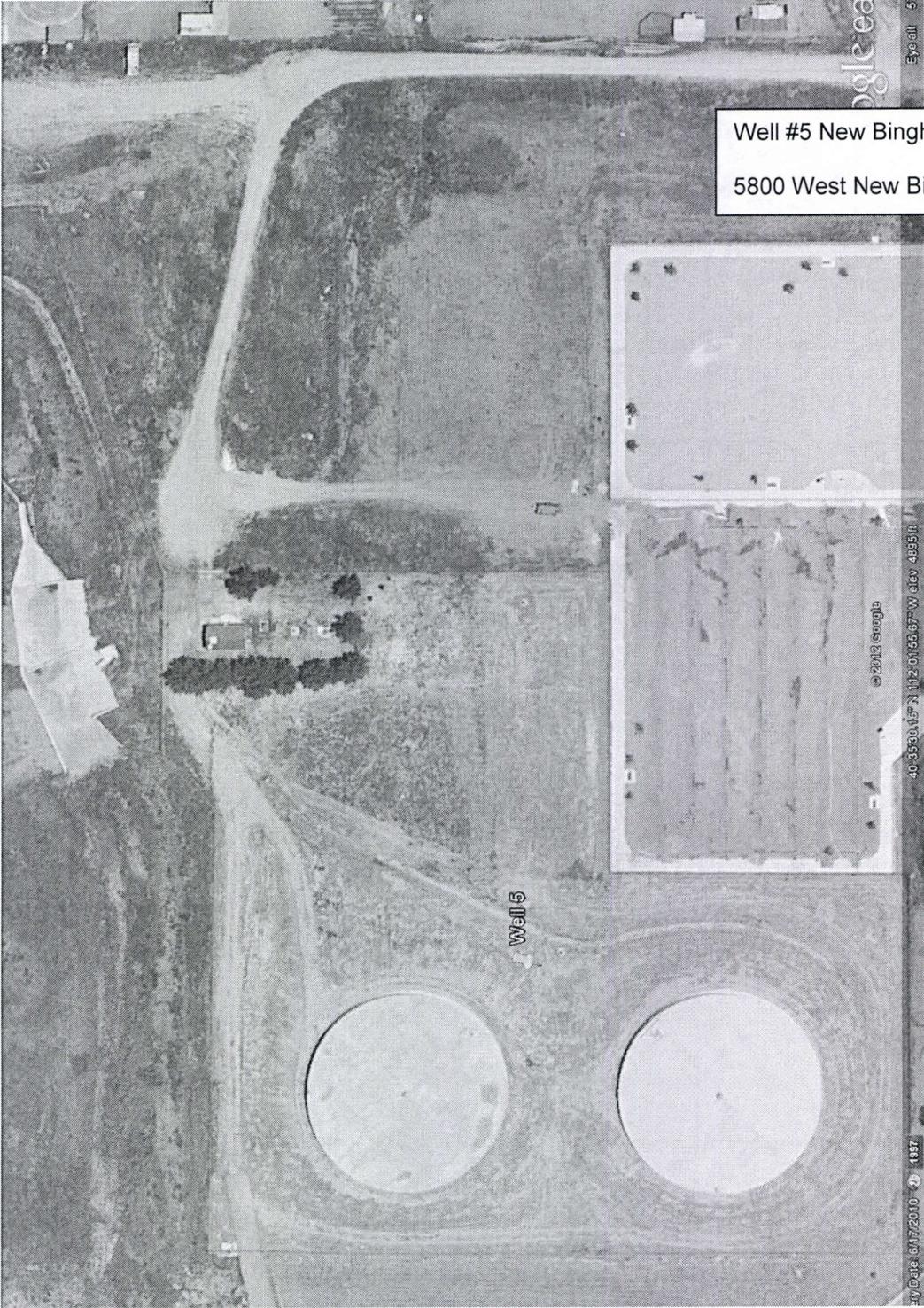
Three Times Yearly (April, July, October)

- 1) Cut down and mowing
 - a) Cut the native plant material throughout the fenced area.

Snow Removal (3" minimum call out)

- 1) Remove snow from dirt road off of New Bingham Highway, north to the turn, and west towards gate and pump house.

SCOPE OF WORK
MAINTENANCE OF WELL SITES



Well #5 New Bingham Site
5800 West New Bingham Hwy

SCOPE OF WORK

MAINTENANCE OF WELL SITES

Well Site #6 (5993 West Dannon Way)

Basic Description

- Approximately – 66,973 sq. ft. (refer to aerial photo)
- Before the maintenance season begins, contractor must submit a maintenance schedule for mowing, fertilization and weed control (non-selective & selective herbicide).
- Email weekly reports on any maintenance that has been completed during that week to Parks staff by Friday.

Weekly Maintenance – N/A

Bi-Weekly – N/A

Monthly

- 1) A monthly clean-up routine of garbage and debris pickup inside the fenced area.

Spring & Fall

- 1) Spring and late fall complete clean-up and removal of tumble weeds, garbage and debris.

Two Times Yearly (May & September)

- 1) Application of broadleaf weed control (selective herbicide)
 - a) Native area inside fenced area (*NO use of non-selective herbicide, we are trying to promote native vegetation growth*).

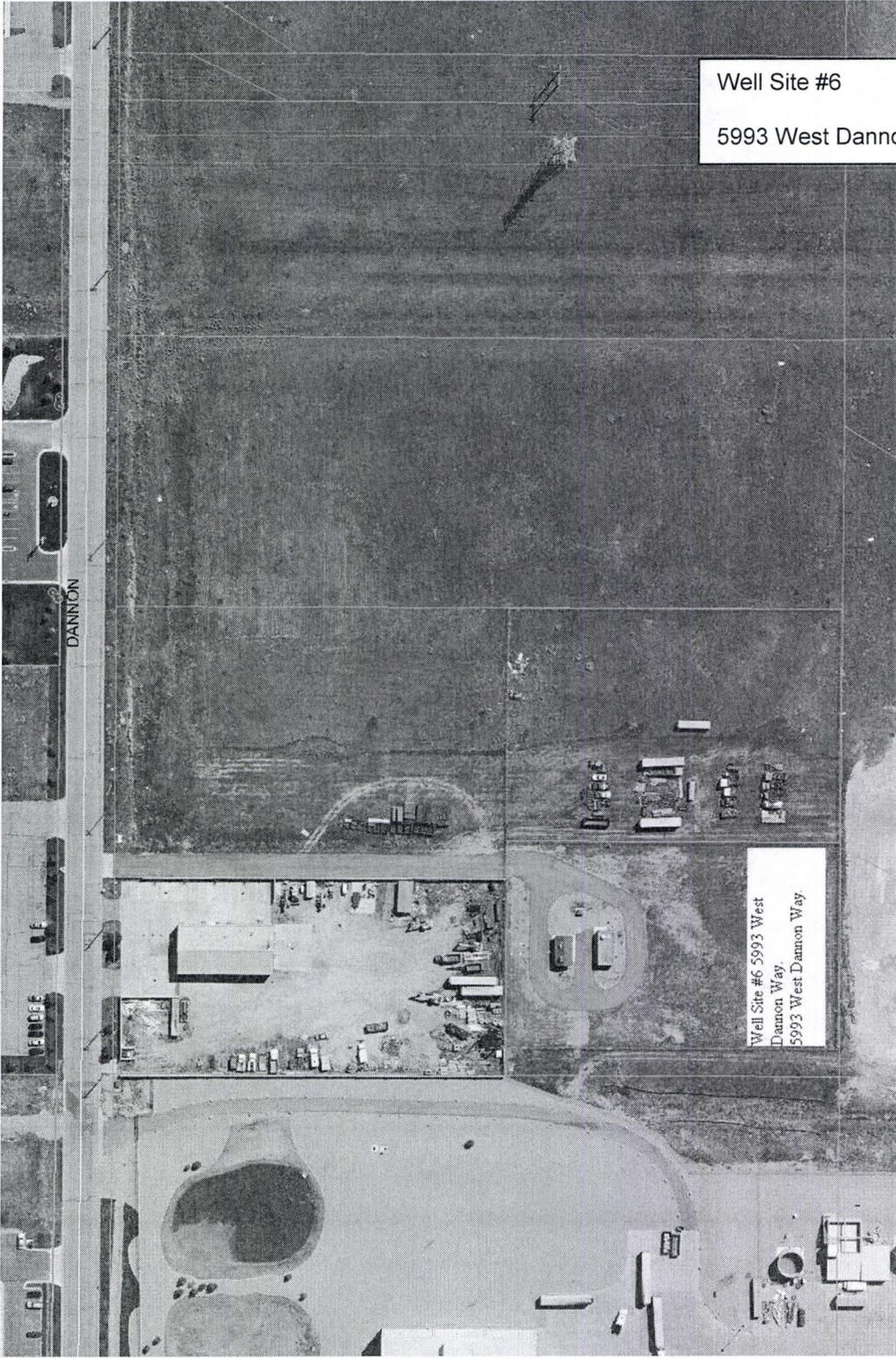
Three Times Yearly (April, July, October)

- 1) Cut down and mowing
 - a) Cut the native plant material throughout the fenced area.
 - b) Weed-eat native plant material and weeds inside fence line of fenced area.

Snow Removal (3" minimum call out)

- 1) Remove snow from entrance approach, asphalt drive to gate, and asphalt road around both buildings.

SCOPE OF WORK
MAINTENANCE OF WELL SITES



Well Site #6
5993 West Dannon Way

Well Site #6 5993 West
Dannon Way,
5993 West Dannon Way

ATTACHMENT C: INSURANCE CERTIFICATE



Document A310™ - 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hallmark Landscaping, LLC

2639 West 14865 South, Bluffdale, UT 84065

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER:
(Name, legal status and address)
West Jordan City, 8000 S. Redwood Road, West Jordan, UT 84088

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Accompanying Bid

PROJECT:
(Name, location or address and project number, if any)
Maintenance of City Well Sites (Landscaping Maintenance)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of March 2014

(Witness)

(Witness)

Hallmark Landscaping, LLC
(Principal) *(Seal)*
(Title)
Travelers Casualty and Surety Company of America
(Surety) *(Seal)*
(Title) Stirling S. Broadhead *(Attorney-In-Fact)*

Init.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222285

Certificate No. 005429939

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Sam W. Clark, Stirling S. Broadhead, Douglas S. Roskelley, S. Christopher Clark, and Doris Martin

of the City of Salt Lake City, State of Utah, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of March, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 27th day of March, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature: Marie C. Tetreault]
Marie C. Tetreault, Notary Public

West Jordan Public Utilities
8030 South 4000 West
West Jordan, Utah 84088



April 2, 2014

Mr. Jon Hall
Hallmark Landscaping, LLC
P.O. Box 1412
Riverton, Utah 84065

Re: LETTER OF UNDERSTANDING REGARDING THE PERFORMANCE OF
LANDSCAPING MAINTENANCE OF CITY WELL SITES.

Dear Mr.

I am pleased to inform you that the City of West Jordan, Public Utilities would like to retain your company and services to maintain the utility well sites as outlined in the Invitation For Bids dated 3/14/14, Bid No. PW1210. The official notice will be generated and forwarded to you through the city procurement office.

I have reviewed the Invitation for Bids and your company's proposal, it is my understanding that your company will maintain the following sites and perform the functions outlined in the scope of work for each site within the Invitation For Bids dated 3/14/14, Bid No. PW1210 (see exhibit "A").

Additionally, I would like us to agree that frequent communication is of the highest importance. I have outlined a communication plan that will help us ensure a successful program.

During the growing season Hallmark Landscaping, LLC will provide, the Public Utility Manager, Mr. Craig Frisbee a weekly work report outlining what work was done the prior week and what work will be done the current week. That report may be forwarded by e-mail to craigf@wjordan.com. You will also provide a once a month report during the rest of the year outlining what work was done the prior month and what work is planned for the current month. This will ensure the terms of the agreement are met and foster consistent and mutual communication between Hallmark Landscaping, LLC and the utility. Hallmark Landscaping, LLC representatives will be available by cell phone outside of regular hours and will be committed to answering that phone promptly and providing a rapid response to issues brought to their attention by utility staff. For any messages left, a return call must be made within 24 hours of the first call.

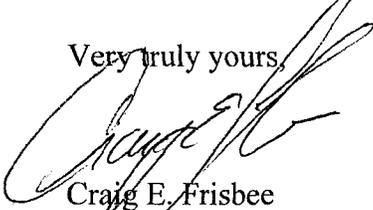
West Jordan Public Utilities
8030 South 4000 West
West Jordan, Utah 84088



Should you have any questions or comments, please feel free to contact me.

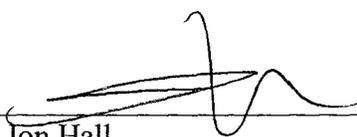
Please confirm this arrangement by signing and returning a copy of this letter.

Very truly yours,



Craig E. Frisbee
West Jordan City
Public Utility Manager

AGREED:

 _____ Date 4/7/14
Mr. Jon Hall
Hallmark Landscaping, LLC
P.O. Box 1412
Riverton, Utah 84065

INVITATION FOR BIDS

RETURN BIDS TO:

CITY OF WEST JORDAN
City Recorder's Office
8000 South Redwood Road
West Jordan, Utah 84088

BID NO.: PW 1210

DUE DATE:

03/14/14
2:00 pm sharp

Maintenance of City Well Sites -- City Wide

Please Complete:

Company Name: HALLMARK LANDSCAPING Contact Person: Jon Hall
Phone Number: 801-577-4806 Fax Number: 801 302-1996
Address (orders): P.O. Box 1412 City: RIVERTON State: UT Zip: 84065
Remit Address: 1 City: _____ State: _____ Zip: _____
Email Address: HALLMARKLANDSCAPING@GMAIL Fed Tax ID #: 20-142-8661

GENERAL INFORMATION:

The City of West Jordan, Utah is seeking bids from licensed and insured companies with expertise in the maintenance of landscaping at all City Well Sites.

See attached photos and scope of work of different locations.

The contractor must furnish all equipment, labor, materials, and appurtenances for the project.

Sealed bids will be received by the City of West Jordan, City Recorder's Office, 8000 South Redwood Road, West Jordan, Utah 84088 until **03/14/14 at 2:00 P.M.** at which time they shall be publicly opened and read aloud.

Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Facsimile transmitted bids will not be considered.

Questions regarding the project can be directed to Craig Frisbee, at (801) 569-5707; craigf@wjordan.com however, only written clarification and addenda issued by the Division of Purchasing will be binding for bid evaluation and award.

Questions regarding the procurement process should be directed to Paul Wellington, Purchasing Agent (801) 569-5107.

It is the intention of the City to issue a contract to the successful bidder, with reasonable promptness; however, the City does not guarantee to make any purchase based upon this IFB.

NOTE:

- A 5% Bid Bond is required to be submitted with returned bid.
- The selected contractor shall at all times maintain a current workers compensation insurance policy for all employees of contractor in accordance with State of Utah statute.
- The selected contractor shall at all times maintain a general liability insurance policy in the amount of \$1,000,000 dollars (minimum) per occurrence for bodily injury, personal injury, and property damage.
- The selected contractor shall at all times maintain a general automotive insurance policy in the amount of \$1,000,000 dollars (minimum) per occurrence for bodily injury, personal injury, and property damage.
- The selected contractor's insurance shall at all times name the City, its officers, employees, and volunteers

as additional insured with respect to liability arising from any contract that results from this bid.

SCOPE OF SERVICES:

Please see attached documentation and photos.

<u>Well Sites and Locations</u>	<u>Cost</u>
1 Airport Reservoir Site 4070 West 7800 South	\$ 750.00
2 Bench Reservoir Tank Site 7500 West 7400 South	\$ 2,842
3 Cemetery Tank Site 3491 West 9000 South	\$ 750.00
4 Grizzly Reservoir Site 5024 West 7800 South	\$ 750.00
5 Old Bingham Tank 4490 West Old Bingham Highway	\$ 2,842
6 Terminal Reservoir Site 6900 West New Bingham Highway	\$ 2,842
7 U-111 Reservoir Site U-111 and 7800 South	\$ 2,842
8 Well Site #4 9361 South Hawley Park Road	\$ 750.00
9 Well # 5 New Bingham Site 5800 West New Bingham Highway	\$ 2,842
10 Well #6 5993 West Dannon Way	\$ 2,842
TOTAL	\$ 22,900

Total 20,052

Bidder's Name:

Jon Hall

Bidder's Title:

OWNER

Signature:

[Signature]

Date:

3/12/14