

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Highlands Landscape, Irrigation and Tree Maintenance and Snow Removal Services

**SUMMARY:** Approve a contract with A to Z Landscaping, Inc. for the annual City-owned park strip & park landscape maintenance, and snow removal services in Broadmeadow and Loneview Phase 1 and 2 subdivisions located in the Highlands Development, for an amount not to exceed \$8,998.00.

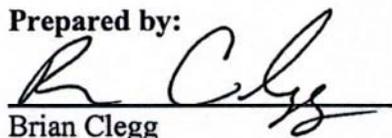
**FISCAL IMPACT:** Funds for this contract will be available in the Parks budget and from the Special Assessment approved by City Council on March 11, 2015.

**STAFF RECOMMENDATION:** Staff recommends approval of a contract with A to Z Landscaping, Inc. for the annual City-owned park strip & park landscape maintenance, and snow removal services in Broadmeadow and Loneview Phase 1 and 2 subdivisions located in the Highlands Development, for an amount not to exceed \$8,998.00.

**MOTION RECOMMENDED:** "I move to adopt Resolution No. 15-64 approving and authorizing the Mayor to execute a contract with A to Z Landscaping, Inc. for the annual City-owned park strip & park landscape maintenance, and snow removal services in Broadmeadow and Loneview Phase 1 and 2 subdivisions located in the Highlands Development, for an amount not to exceed \$8,998.00.

Roll Call vote required

Prepared by:



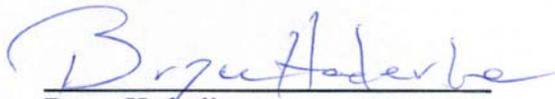
Brian Clegg  
Director of Parks

Reviewed as to Legal Sufficiency:



Jeffrey Robinson  
City Attorney

Recommended by:



Bryce Haderlie  
Interim City Manager

## **BACKGROUND DISCUSSION:**

Staff prepared a scope and a request for proposals for the landscape maintenance work in the Highlands Development. The bid was advertised in Intermountain Contractor and the classified ads of local newspapers two weeks prior to the bid opening on November 10, 2014. Bid documents were made available to contractors from the West Jordan City Purchasing Division; one company submitted a bid. The bidding documents were reviewed and evaluated to ensure to Z Landscaping, Inc. met the bidding requirements

It should be noted that the contracting of this work will not eliminate all work associated with the parkstrips, as staff will still need to monitor the contractor's work, maintain the irrigation systems associated with the landscaping.

The award of this contract to A to Z Landscaping, Inc. includes five (1 year each) renewal options, if mutually agreed upon by both parties. This initial contract is for May 2015-December 2015. The Scope of Work under this contract may be amended in future years as additional sub-divisions are completed within this development.

Attachments:

- Resolution
- Contract

**THE CITY OF WEST JORDAN, UTAH**  
A Municipal Corporation

RESOLUTION NO. 15-64

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH  
A TO Z LANDSCAPING, INC. FOR HIGHLANDS PARK STRIP & PARK LANDSCAPE MAINTENANCE  
AND SNOW REMOVAL SERVICES**

Whereas, the City Council of the City of West Jordan received one bid for the Highlands park strip and park landscape maintenance, and snow removal services in the Broadmeadow and Loneview 1 and 2 subdivisions, with the low, responsible bid being from A to Z Landscaping, Inc. in the amount not to exceed of \$8,998.00; and

Whereas, the City Council desires to award the contract to A to Z Landscaping, Inc. which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and A to Z Landscaping, Inc. (a copy of which is attached as **Exhibit A**) for the Highlands park strip and park landscape maintenance, and snow removal services in the Broadmeadow and Loneview 1 & 2 subdivisions, in the amount not to exceed of \$8,998.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with A to Z Landscaping, Inc. for an amount not-to-exceed \$8,998.00 is acceptable for the purpose of the Highlands park strip and park landscape maintenance, and snow removal services in the Broadmeadow and Loneview 1 & 2 subdivisions.

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

- Section 1. The contract for the Highlands park strip and park landscape maintenance, and snow removal services in the Broadmeadow and Loneview 1 & 2 subdivisions is hereby awarded to A to Z Landscaping, Inc., which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute a contract between the City of West Jordan and A to Z Landscaping, Inc. in an amount not to exceed \$8,998.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 25<sup>th</sup> day of March 2015.

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Kim V. Rolfe  
Mayor

ATTEST:

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MELANIE BRIGGS, MMC  
City Clerk

**THE CITY OF WEST JORDAN, UTAH**

A Municipal Corporation

RESOLUTION NO. 15-64

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH  
A TO Z LANDSCAPING, INC. FOR HIGHLANDS LANDSCAPE, IRRIGATION  
AND TREE MAINTENANCE AND SNOW REMOVAL SERVICES

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
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:

**Name and Address of Contractor**

A to Z Landscaping, Inc.  
PO Box 33  
West Jordan, UT 84081

**LEGAL STATUS OF CONTRACTOR**

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

Federal Tax ID# 87-0650552

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide annual city-owned park strip and park landscape maintenance and snow removal services in Broadmeadow and Loneview Phase 1 and 2, located in the Highlands Development.
3. PROCUREMENT: This contract is entered into as a result of the Invitation for Bids which was submitted to the City on 11/10/2014 by the contractor.
4. CONTRACT PERIOD: **Effective date:** 05/01/2015 **Termination date:** 12/31/2015, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. RENEWAL OPTIONS: Four one-year renewal options provided the city and the contractor mutually agree to exercise the renewals.
6. CONTRACT COSTS: CONTRACTOR will be paid a maximum of **\$8,998.00** for costs authorized by this contract.
7. INSURANCE: The contractor shall maintain not less than: (a) \$1,000,000.00 automobile insurance, (b) \$1,000,000.00 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.
8. ATTACHMENT A: Standard Terms and Conditions  
ATTACHMENT B: Scope of Work/Invitation to Bid  
ATTACHMENT C: Insurance Certificate – Naming the City, its officers, employees, and volunteers as additional insured with respect to liability.  
ATTACHMENT D: Payment Bond – *Not Required*  
ATTACHMENT E: Performance Bond –  
ATTACHMENT F: Workers Compensation 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 (IFB) which was submitted to the City on 11/10/2014 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:**

Date: \_\_\_\_\_

\_\_\_\_\_  
City Recorder

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**Corporate Acknowledgment**

STATE OF \_\_\_\_\_ )  
  :SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, \_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing in \_\_\_\_\_ County, \_\_\_\_\_

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

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) \$1,000,000.00 automobile insurance, (b) \$1,000,000.00 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**



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### Introductory Letter

Paul Wellington; Brian Clegg  
City of West Jordan  
8000 South Redwood Road  
West Jordan, UT 84088

A to Z Landscaping has read and understands the scope of work outlined by West Jordan City for the proposed services of landscape maintenance of Highland Development and snow removal. With the submittal of this response to this RFP, we express a divine interest in providing services for West Jordan City. We also express complete compliance to all terms and conditions specified by West Jordan City and understand that the work that is proposed will be completed by the awarded contractor. Furthermore, we recognize that it is our full responsibility to furnish all personnel, labor, equipment, vehicles, and other items, necessary to provide such services as specified by West Jordan City.

A to Z Landscaping certifies that Ian Whitaker, Director of company, is authorized and appointed to sign the proposal submitted to West Jordan City for the maintenance of the City's Highland Development.

Contact information is given as a way of West Jordan City to notify A to Z Landscaping of any problems, changes, interview opportunities or other pertinent information pertaining to the work that is to be performed.

Contact information names and phone numbers:

**Primary Contact:** Ian Whitaker, Director  
**Phone:** 801-916-6851  
**Email (Directly linked to phone):** [atozlandscaping@netscape.com](mailto:atozlandscaping@netscape.com)

**Secondary Contact:** Scott King, Sales/Service  
**Phone:** 801-787-6791

The mailing address, phone number, and fax number of A to Z Landscaping are:

**P.O. Box #33**  
**West Jordan, UT 84081**  
**Phone: 801-916-6851**  
**Fax: 801-282-8792**




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## Organizational Chart

Ian Whitaker	Oversees all aspects of proposed contract-Direct contact with City grounds manager or facilities personnel in charge. Supervisor of all employees.
Scott King	Fertilizer applicator and coordinator. Disease and pest specialist. Schedules applications and oversees correct calibration and treatment procedures.
Crew Leaders	Driver of truck-drives to and organizes crew at each site, shares in maintenance responsibilities at each site.
Crew Members	In charge of maintaining and running all equipment pertaining to the grounds upkeep and maintenance.

## Qualifications

A to Z Landscaping is a family owned company with over 40 years of combined experience in landscape installation and landscape property maintenance. We started providing maintenance services in the summer of 1998. We are an insured, licensed, and bonded contractor with the State of Utah. A to Z is constantly expanding our services to better serve the needs of our customers. As a landscape maintenance company our qualified employees have maintained a current commercial pesticide license both in ornamental and in turf with the Department of Agriculture and Food. Throughout our years in business we have continued to provide property owners the quality and convenience of one company maintaining all aspects of their landscape needs.

Our purpose is to combine the knowledge and experience we have developed to provide the highest quality job at a competitive price. After the work is completed, we hope to leave a lasting impression on our customers and a name that they will not soon forget. With excellent service, response time, and a reputable history, our customers have continued to receive a thorough job in a quick time frame.

As with any type of business, A to Z Landscaping understands that the landscape profession is a competitive market. It takes time and experience to understand the costs and risks associated with landscape maintenance. All the demanding aspects of landscape maintenance must be addressed both individually and cumulatively. It is important to realize that if one area of service lacks quality or efficiency, it brings down the entire integrity of the company. We understand that it is important to take great care and note detail in all respects to the associated business.

## **Methodology and Operational Plan**

It is estimated that A to Z Landscaping would use 1 crew of 5 employees to perform maintenance services for the Highland Developments which includes mowing, trimming, edging, clipping cleanup, planter bed maintenance, and treescape maintenance. We will also provide necessary skilled employees to cut and maintain native areas 3 times per year, and pruning of trees 2 times per year. We will also provide licensed applicators for appropriate Spring and Fall applications of fertilization and weed control on all turf areas.

All maintenance would be purposed to take place on a specified day each week agreed upon by the City manager and A to Z Landscaping. It is proposed that mowing, trimming, edging and cleanup of clippings would be completed in one work day each week. In the case of inclement weather, maintenance would be completed on the following good weather day.

## **Customer Service Plan**

A to Z Landscaping will always have one supervising crew leader that is in charge of driving company vehicles and equipment to job sites and will oversee organization of all mowing, trimming, edging, cleanup and weeding. He/or She will be responsible to contact company manager or owner to notify them of any work related issues associated with our company or with City property. The following individuals would be available to arrive on any given sight within 45 minutes of being contacted of a problem that a supervising crew leader could not resolve or required further action on our part:

Ian Whitaker-Employees primary contact  
Scott King-Employees secondary contact

## **Schedule**

A mowing schedule can be mutually agreed upon between A to Z Landscaping and West Jordan City after award of contract. This schedule can conform to specified mowing dates outlined in the RFP scope of work or adjusted upon request from City officials. We may also provide changes to normal scheduled tasks if requested by the City during Holiday events to eliminate any possible disruption or hindrance. We are available to schedule any maintenance tasks Monday through Saturday during the maintenance season.

## **Equipment/Employees/Safety**

Attached is an equipment list currently owned and operated by A to Z Landscaping. We have also included a list of qualified fulltime employees staffed by A to Z Landscaping. A to Z Landscaping has a company safety program in place and a safety manual that is available upon request by West Jordan City but was not included in this RFP due to volume of pages in the manual.

## References

A to Z Landscaping does or has done similar maintenance on parks and recreational facilities for other government agencies. These entities and contact information are listed below:

<b>Utah Department of Transportation surplus property</b> Travis Daley 801-633-6250 4501 South 2700 West P.O. Box 141265 Weed abatement roughly 380+ acres of property.	<b>2011-2016</b>
<b>Midvale City</b> Stephen Black 801-381-7901 655 W Center Street Midvale, UT 84047 Mowing, trimming, hard edge, and garbage clean-up, fertilizer, and weed control for all of Midvale's City parks, park strips and city cemetery, rough 30+ acres.	<b>2010-2014</b>
<b>West Jordan City</b> Brian Clegg - 801-381-4695 8000 S Redwood Rd. West Jordan, Utah 84088 Snow Removal, Mowing, trimming, hard edge, and garbage clean-up, fertilizer, and weed control for Stonecreek Park and Fairway Estates of West Jordan City.	<b>2010-2016</b>
<b>West Valley City</b> Jason Ereckson - 801-955-3715 3600 S Constitution Blvd. West Valley City, Utah 84119 Mowing, trimming, hard edge, and garbage clean-up, fertilizer, and weed control for 30+ acres of West Valley City parks and park strips.	<b>2011-2015</b>
<b>Town of Vineyard</b> Don Overson - 801-226-1929 Town of Vineyard 240 East Gammon Rd. Vineyard, UT 84058 Mowing, trimming, hard edge, and garbage clean-up, fertilizer, and weed control for 14+ acres of Towne of Vineyard parks and park strips.	<b>2009-2016</b>
<b>Utah Department of transportation Region 2</b> Wayne 801-910-2450 2010 s. 2760 w. Salt Lake City, UT 84104 Mowing, trimming, hard edge, and garbage clean-up, fertilizer, Bush trimming, sprinklers and weed control for Region 2 and I-80 Interchanges.	<b>2013-2018</b>

A to Z Landscaping also maintains large commercial and residential properties and would be happy to provide references of property owners at the request of West Jordan City.

## CONFLICT OF INTEREST AND NONCOLLUSION CERTIFICATE

(To be Executed by Proposer for Professional Services and Submitted with the Proposal)

IAN WHITAKER, deposes and says that: (1) he or she

Is DIRECTOR of A TO Z LANDSCAPING the party ("Proposer") making the foregoing proposal for professional services; (2) that the proposal is not made in the interest of or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; (3) that the proposal is genuine and not collusive or sham; (4) that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any other proposer or anyone else to submit a sham proposal or to refrain from proposing on the project; (5) that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price of the Proposer or of any other proposer, or to secure any advantage against the public body awarding the Professional Services Agreement or of anyone interested in the proposed Agreement; (6) that all statements contained in the proposal are true; and (7), that the Proposer has not, directly or indirectly, submitted his or her proposal price or any portion thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

The bidder, offer or, or contractor represents that it has not: (1) provided an illegal gift or payoff to a city officer or employee or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

Proposer: A TO Z LANDSCAPING  
By: IAN WHITAKER  
Title: DIRECTOR  
Organization: LANDSCAPE MAINTENANCE  
Address: PO Box 33 WEST JORDAN, UT 84081  
9583 S. WELLS CIR. WEST JORDAN, UT 84081

**STATE OF UTAH  
DEPARTMENT OF COMMERCE  
DIVISION OF OCCUPATIONAL & PROFESSION  
ACTIVE LICENSE**

**EFFECTIVE DATE: 11/30/2011**

**EXPIRATION DATE: 11/30/2015**

**ISSUED TO: A-Z LANDSCAPING, INC.  
PO Box 33  
WEST JORDAN UT 84084**

**REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)**

**4732217-5501**

**Contractor With LRF**

**DBAs:**

**GREENWAY PE  
COPPER HILLS  
COPPERHILLS C**

**S260, S330**

**City of West Jordan**

8000 SO. REDWOOD RD.  
WEST JORDAN, UTAH 84088  
PHONE 801-569-5010

**BUSINESS LICENSE**

**NOTICE-THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE**

Mar 03, 2014

14285

A TO Z LANDSCAPING  
SERVICE ADDRESS: 9583 S WELLS CIRCLE  
SERVICE: LANDSCAPE/HORTICULTURAL SER

CATEGORY	REF#	EXP. DATE
COMMERCIAL	24053	03/31/2015
FULL-TIME EMPLOYEE FEE	24054	03/31/2015
PART-TIME EMPLOYEE FEE	24055	03/31/2015
FIRE INSPECTION	34908	03/31/2016

A TO Z LANDSCAPING  
RON/SHANNON FOWLES, IAN WHITAK  
P O BOX 33  
WEST JORDAN UT 84081



THIS IS TO CERTIFY THAT THE ABOVE NAMED, HAVING COMPLIED WITH THE ORDINANCES IN FORCE, RELATING TO LICENSES, IS HEREBY LICENSED TO TRANSACT BUSINESS AS SO STATED.

MAYOR

BUSINESS LICENSE COORDINATOR

**THIS LICENSE IS NOT TRANSFERABLE**

LONEVIEW PHASE 1 AND 2	NUMBER OF OCCURRENCE BASED ON SCOPE					
	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER
						
Mowing, Trimming, Edging, Cleanup of Clippings	4	5	4	5	4	4
Weeding of Planter Beds, Treescapes, and Parkstrip Hardscapes Bi-Weekly	2	3	2	2	2	2
Open Space/Native Cutting and Mowing 3 Times per year (April, July, October)	1	0	0	1	0	0
Tree Pruning per time Spring	1	0	0	0	0	0
Tree Pruning per time Fall	0	0	0	0	0	0
Bush/Shrub Pruning	1	0	0	1	0	0
Spring Fertilization 28-4-10 50% XRT	1	0	0	0	0	0
Fall Fertilization 44-0-0 100% XRT	0	0	0	0	0	0
Spring Broadleaf Treatment to all Turf Grass	0	1	0	0	0	0
Fall Broadleaf Treatment to all Turf Grass	0	0	0	0	0	0
Irrigation Startup	1	0	0	0	0	0
Irrigation Shutdown	0	0	0	0	0	0
Irrigation Monitoring and Adjustments	4	5	4	5	4	4

PRICE PER 1,000 SQ FT MONTHLY	\$1.58	Combined Square Footage of 158,681 M Turf, Open Space/Native, &
(8 Month Season Divided Into 12 Month Equal Payments) PRICE PER MONTH	\$251.16	
ANNUAL TOTAL	\$3,014.00	

SNOW REMOVAL AND TREE REPLACEMENT ALTERNATE	
Trail Snow Removal 2"-6"	\$200.00
Trail Snow Removal 6"+	\$400.00
Price per man hour for work outside of scope	\$40.00
Tree Replacement Installed 2" Caliper	\$375.00

2 2-6" 400  
6-1" 2400  
2800

BROADMEADOW	NUMBER OF OCCURRENCE BASED ON SCOPE					
	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER
 <b>A to Z</b> Landscaping, Inc.						
Mowing, Trimming, Edging, Cleanup of Clippings	4	5	4	5	4	4
Weeding of Planter Beds, Treescapes, and Parkstrip Hardscapes Bi-Weekly	2	3	2	2	2	2
Open Space/Native Cutting and Mowing 3 Times per year (April, July, October)	0	0	0	0	0	0
Tree Pruning per time Spring	1	0	0	0	0	0
Tree Pruning per time Fall	0	0	0	0	0	0
Bush/Shrub Pruning	1	0	0	1	0	0
Spring Fertilization 28-4-10 50% XRT	1	0	0	0	0	0
Fall Fertilization 44-0-0 100% XRT	0	0	0	0	0	0
Spring Broadleaf Treatment to all Turf Grass	0	1	0	0	0	0
Fall Broadleaf Treatment to all Turf Grass	0	0	0	0	0	0
Irrigation Startup	1	0	0	0	0	0
Irrigation Shutdown	0	0	0	0	0	0
Irrigation Monitoring and Adjustments	4	5	4	5	4	4

<b>PRICE PER 1,000 SQ FT MONTHLY</b>	<b>\$5.86</b>	<b>Combined Square Footage of 66,217 Ma Turf, Parkstrip Hardscape, &amp;</b>
<b>(8 Month Season Divided Into 12 Month Equal Payments) PRICE PER MONTH</b>	<b>\$388.62</b>	
<b>ANNUAL TOTAL</b>	<b>\$4,663.50</b>	

SNOW REMOVAL AND TREE REPLACEMENT ALTERNATE	
Trail Snow Removal 2"-6"	\$75.00
Trail Snow Removal 6"+	\$150.00
Price per man hour for work outside of scope	\$40.00
Tree Replacement Installed 2" Caliper	\$375.00

- 150  
 900  
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 1050

CREEKSIDE PHASE 1 AND 2	NUMBER OF OCCURRENCE BASED ON SCOPE					
	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER
 <b>A to Z</b> Landscaping, Inc.						
Mowing, Trimming, Edging, Cleanup of Clippings	4	5	4	5	4	4
Weeding of Planter Beds, Treescapes, and Parkstrip Hardscapes Bi-Weekly	2	3	2	2	2	2
Open Space/Native Cutting and Mowing 3 Times per year (April, July, October)	0	0	0	0	0	0
Tree Pruning per time Spring	1	0	0	0	0	0
Tree Pruning per time Fall	0	0	0	0	0	0
Bush/Shrub Pruning	1	0	0	1	0	0
Spring Fertilization 28-4-10 50% XRT	1	0	0	0	0	0
Fall Fertilization 44-0-0 100% XRT	0	0	0	0	0	0
Spring Broadleaf Treatment to all Turf Grass	0	1	0	0	0	0
Fall Broadleaf Treatment to all Turf Grass	0	0	0	0	0	0
Irrigation Startup	1	0	0	0	0	0
Irrigation Shutdown	0	0	0	0	0	0
Irrigation Monitoring and Adjustments	4	5	4	5	4	4

PRICE PER 1,000 SQ FT MONTHLY	\$6.09	Combined Square Footage of 33,704 Ma Turf, & Shrub/Plan
(8 Month Season Divided Into 12 Month Equal Payments) PRICE PER MONTH	\$205.16	
ANNUAL TOTAL	\$2,462.00	

SNOW REMOVAL AND TREE REPLACEMENT ALTERNATE	
Trail Snow Removal 2"-6"	\$225.00
Trail Snow Removal 6"+	\$450.00
Price per man hour for work outside of scope	\$40.00
Tree Replacement Installed 2" Caliper	\$375.00

500  
2700  

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770

ENGLEFIELD PHASE 1 AND 2	NUMBER OF OCCURRENCE BASED ON SCOPE					
	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER
						
Mowing, Trimming, Edging, Cleanup of Clippings	4	5	4	5	4	4
Weeding of Planter Beds, Treescapes, and Parkstrip Hardscapes Bi-Weekly	2	3	2	2	2	2
Open Space/Native Cutting and Mowing 3 Times per year (April, July, October)	0	0	0	0	0	0
Tree Pruning per time Spring	1	0	0	0	0	0
Tree Pruning per time Fall	0	0	0	0	0	0
Bush/Shrub Pruning	1	0	0	1	0	0
Spring Fertilization 28-4-10 50% XRT	1	0	0	0	0	0
Fall Fertilization 44-0-0 100% XRT	0	0	0	0	0	0
Spring Broadleaf Treatment to all Turf Grass	0	1	0	0	0	0
Fall Broadleaf Treatment to all Turf Grass	0	0	0	0	0	0
Irrigation Startup	1	0	0	0	0	0
Irrigation Shutdown	0	0	0	0	0	0
Irrigation Monitoring and Adjustments	4	5	4	5	4	4

PRICE PER 1,000 SQ FT MONTHLY	\$5.30	Combined Square Footage of 111,297 M <sup>2</sup> Turf, & Shrub/Plan
(8 Month Season Divided Into 12 Month Equal Payments) PRICE PER MONTH	\$590.33	
ANNUAL TOTAL	\$7,084.00	

SNOW REMOVAL AND TREE REPLACEMENT ALTERNATE	
Trail Snow Removal 2"-6"	\$275.00
Trail Snow Removal 6"+	\$550.00
Price per man hour for work outside of scope	\$40.00
Tree Replacement Installed 2" Caliper	\$375.00

550  
330  
        
3850

Sommerglen Heights	NUMBER OF OCCURRENCE BASED ON SCOPE					
	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER
						
Mowing, Trimming, Edging, Cleanup of Clippings	4	5	4	5	4	4
Weeding of Planter Beds, Treescapes, and Parkstrip Hardscapes Bi-Weekly	0	0	0	0	0	0
Open Space/Native Cutting and Mowing 3 Times per year (April, July, October)	0	0	0	0	0	0
Tree Pruning per time Spring	1	0	0	0	0	0
Tree Pruning per time Fall	0	0	0	0	0	0
Bush/Shrub Pruning	1	0	0	1	0	0
Spring Fertilization 28-4-10 50% XRT	1	0	0	0	0	0
Fall Fertilization 44-0-0 100% XRT	0	0	0	0	0	0
Spring Broadleaf Treatment to all Turf Grass	0	1	0	0	0	0
Fall Broadleaf Treatment to all Turf Grass	0	0	0	0	0	0
Irrigation Startup	1	0	0	0	0	0
Irrigation Shutdown	0	0	0	0	0	0
Irrigation Monitoring and Adjustments	4	5	4	5	4	4

PRICE PER 1,000 SQ FT MONTHLY	\$6.29	Combined Square Footage of 197,048 M <sup>2</sup> Turf
(8 Month Season Divided Into 12 Month Equal Payments) PRICE PER MONTH	\$1,241.33 <i>748</i>	
ANNUAL TOTAL	\$14,896.00 <i>1176</i>	<i>- 2022</i>

SNOW REMOVAL AND TREE REPLACEMENT ALTERNATE	
Trail Snow Removal 2"-6"	\$200.00
Trail Snow Removal 6"+	\$400.00
Price per man hour for work outside of scope	\$40.00
Tree Replacement Installed 2" Caliper	\$375.00

*400*  
*2400*  

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*2800*

*- Price Basis*

*1776/12*

**CITY OF WEST JORDAN, UTAH**  
**Request for Proposal**  
**For: Highlands Landscape Maintenance, Irrigation Maintenance,  
Tree Maintenance and Snow Removal Services**

**Introduction:**

The City of West Jordan, Utah is seeking proposals from experienced firms to furnish all equipment, labor, materials, and appurtenances to provide landscape maintenance, irrigation maintenance, tree maintenance and snow removal services for the City

**City Contact Information:**

Paul Wellington, City Purchasing Agent

- Phone: (801) 569-5701
- E-mail: paulwe@wjordan.com

**Key Dates, Addresses and Instructions:**

Proposals must be delivered to:

CITY OF West Jordan City Recorders Office  
8000 South Redwood Road  
West Jordan, Utah 84088

**RFP DUE DATE: 10/\_\_\_/2014 by 3:00 PM**

- RFP must be delivered in a sealed envelope.
- Clearly label the outside of your envelope: **"Highlands Landscape Maintenance"**
- Any proposal received after that date and time will not be accepted.
- The City will not accept proposals via facsimile or email.

**Questions regarding this RFP:**

Questions regarding this Scope of Services included in this RFP should be emailed directly to the City's Purchasing Agent: Paul Wellington, e-mail: paulwe@wjordan.com, no later than 10/\_\_\_/2014.

There should be no contact made with members of the West Jordan City Council, the Mayor, or any other city official other than the City's Purchasing Agent or the Parks Director Regarding this Request for Proposal.

**Opening of Proposals**

Receipt and Registration of Proposals will be handled by the City Recorder. On the closing date and time, proposals shall be opened publicly, identifying only the names of the proposers.

Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Electronically transmitted RFPs will not be considered.

If only one proposal is received in response to the RFP, the purchasing agent, based on feed-back from the department, may either make an award or, if time permits, re-solicit for the purpose of obtaining additional proposals.

**Contract Information:**

The successful proposer may be issued a **contract for five years**; however, the contract may be terminated by either party, in advance of the specific termination date, based upon the termination terms and conditions included in the contract.

**Contractor must give a minimum of 90 days' notice in writing to the Parks Director prior to cancelling the contract.**

It is the intention of the City to issue a contract to the firm whose proposal is deemed to be the most advantageous and in the best interest of the City; however, the City does not guarantee to any award based upon this RFP.

**Scope of Services:**

**Refer to the attached maps for landscape quantities for each development. Also see attached spreadsheet for estimated construction completion date. This contract will increase in scope over the years as the developments are completed.**

The square footage estimate is approximate. It is the responsibility of the bidder to verify all measurements. If there are any changes or corrections please forward that information to the Parks Director.

Contractor shall inspect all sites and immediately report any vandalism, including graffiti to Public Works at (801) 569-5700

Based on a 12-month schedule, with 12 – monthly equal (base) payments throughout the season. Payments will also be processed for additional work completed during the period for example, irrigation repairs, tree replacement, etc.

The contractor shall patrol each parkstrip and treescape for trash and debris prior to mowing or trimming and remove and properly dispose of such material.

The contractor is responsible for the proper disposal of all trash and debris that is removed from all park strip and treescapes.

All hardscape surfaces including sidewalks and gutters shall be clean and free of debris upon completion of all mowing, trimming and edging.

Contractor shall assume all responsibility for plant material, irrigation systems and turf, which is damaged in any way as a result of poor maintenance or negligence. The contractor will assume all cost associated with the replacement of damaged material.

Areas to be bid out at price per 1,000 Sq. Ft. --**See attached maps for quantities.**

**Submittals**

The contractor shall submit a copy of their safety plan for the work associated with the various aspects of this contract.

Contractor is responsible to submit a maintenance schedule to the Parks Director upon the awarding of the maintenance contract. Schedule should include specific dates, locations, and type of maintenance being performed.

The Contractor shall provide the city with a 24 hour contact for landscape maintenance, irrigation maintenance, tree maintenance and snow removal maintenance for the subject area.

Contractor is responsible to submit a fertilizer and herbicide schedule to the Parks Director upon awarding of the maintenance contract. Schedule shall include dates, locations, and type of material being applied.

Contractor must submit a weekly progress report of what maintenance was accomplished during that week. Weekly progress reports shall be submitted electronically through email, by Friday at noon.

Contractor must submit a detailed invoice, with specific dates, specific locations, and type of maintenance performed during that invoiced period.

Contractor must submit invoices within 30 days of completed work

Contractor must have a current pesticide applicators license through the Utah State Department of Agriculture – a copy shall be submitted

The contractor shall have a certified arborist on sight and supervising the pruning operation the entire time tree work is taken place. Certification shall be issued from the International Society of Arboriculture. A copy of the certification shall be given to the Parks Director. The city shall be notified of changes in personnel and such changes will require a new submittal.

#### **Weekly Turf Maintenance (April 1st through November 30th)**

Contractor will be required to perform the following on a weekly basis:

**Mowing:** (see attached list for locations)

1. All irrigated turf areas shall be mowed, edged, and weeded.
2. All turf areas shall be mowed at a height of 2 ½", unless otherwise specified.
3. Each mowing shall intersect the path of the previous mowing to avoid creating a nap in the turf.
4. The contractor is to catch and remove turf clippings the first mow in the spring and the last mow in the fall. All other times mowed, the turf clippings shall be mulched.
5. Contractor shall not leave clumps, furrows or a visible layer of turf clippings. If necessary to prevent this condition the contractor shall catch and remove the turf clipping at no additional charge.
6. All gutters and sidewalks surrounding park strips and treescapes will be cleaned of all clippings and debris properly disposed of after each mowing on a weekly basis, to prevent the discharge of material into the storm water system to the maximum extent practicable
7. Contractor will be responsible for all fall leaf and debris clean-up and spring clean-

up in all turf areas, planter bed areas, and hardscape areas outlined in this scope of work.

8. Contractor shall conduct a weekly routine collection garbage and debris pick-up throughout all turf areas, planter beds, sidewalks, and gutters.

### **Open space/Native areas**

#### Cutting and mowing

- a) Cut the open space/ native plant material Three times per year (**April, July, October**) (See attached maps for area information) Contractor shall police the property for trash and debris prior to mowing or trimming and remove such material from the site.
- b) Contractor will be responsible for any damage to the irrigation system and plant material when mowing the open space/ native Grass areas and will be responsible to make all repairs at no charge to the city.

### **Weed Eating/Edging:**

1. All properties shall be trimmed weekly unless otherwise specified. Trimming shall be defined as the cutting of turf or other plant material adjacent to fence lines, total lot perimeters, curbing/street interfaces, and other areas that are not accessible with larger mowing equipment.
2. All properties shall be edged weekly unless otherwise specified. Edging shall be defined as cutting of the turf that is adjacent to all concrete edges.
3. The contractor shall not mow, or trim, within a three foot (3') radius around trees. **Trees damaged by the contractor with mowers or weed-eaters shall be replaced at the expense of the contractor.**

### **Bi-Weekly Planter Bed Maintenance (April 1st through October 31st)**

Contractor will be required to perform the following every other week:

1. Contractor will be required to remove all weeds and debris in all rock and bark mulched areas on the streetscapes and treescape. Contractor shall also address any displaced rock throughout the park strips and streetscapes.
2. Contractor is responsible for keeping all areas free of weeds. Weeds are to be removed from cracks and seams in all streetscapes, sidewalks, gutters and street interfaces.
3. Weeds are to be removed in all planter beds and hardscape areas throughout all park strips and treescapes. Pre-emergent herbicide shall be applied in the spring and a non-selective herbicide shall be applied throughout the season, to control weed growth along with manual weed control.
4. Contractor is to maintain the edges of the planter beds from the encroaching grass with a non-selective herbicide.

### **Bi-Weekly Maintenance Treescapes (April 1st through October 31st)**

Contractor will be required to perform the following every other week:

1. Contractor will be required to remove all weeds and debris in all treescapes included in the scope of work.
2. Contractor will be required to maintain a weed free treescape by manually pulling weeds and applying a pre-emergent and a non-selective herbicide in the treescapes described in the list of locations.
3. Contractor shall prune all tree suckers from the base of all trees.
4. Apply non-selective herbicide once a month to tree well, to maintain a three foot (3') vegetation free area around the base of the tree.

### **Spring & Fall**

#### **Tree Pruning: (2 times per year spring and fall)**

Trees shall be pruned back for safety or structural clearance, otherwise, pruning shall be performed as "thinning or opening" to promote tree spread and shading potential. No more than 1/4 or 1/3 of leaf area shall be removed at any pruning. The contractor shall comply with the International Society of Arboriculture standard guide for all tree pruning.

### **Tree Pruning:**

1. Prune all trees as needed and as per direction from City Forester.
2. Trees shall be pruned to remove dead wood, provide proper clearance for pedestrians and vehicles, proper structure, and to eliminate hazards.
3. All tree pruning shall be performed in strict accordance with American National Standards Institute (ANSI) Z133.1 and (ANSI) A300. Use of the Best Management Practices Tree Pruning Guide shall also be implemented into any pruning that occurs under contract.
4. The contractor shall have a certified arborist on site supervising the pruning operation the entire time tree work is taken place.
5. Trees that are adjacent to pedestrian walkways shall have a minimum canopy clearance of eight feet (8') above grade. Tree canopies that extend over street travel ways shall be pruned to provide a canopy clearance of at least fifteen feet (15') above street pavement in travel lanes and ten feet (10') above pavement in parking lanes.
6. Prune trees to make them shapely, symmetrical, and typical of the natural form of the species being pruned.
7. Clean pruning equipment with disinfectant after coming in contact with diseased plant material.
8. Use the "Natural Target" or "Drop Crotch" pruning method when removing limbs.
9. Make all pruning cuts sufficiently close to the trunk of parent limbs without cutting into or removing the "branch collar" or the "branch bark ridge."
10. Do not top, pollard, stub, or dehorn any tree
11. Contractor shall haul and properly dispose of all tree limbs and debris.
12. Any maintenance of trees and planting material within this scope of work will be the responsibility of the contractor. **Bush/Shrub Pruning:**

1. Bush pruning shall be done on an as needed basis only. The intent of this style of Pruning is to maintain the natural plant appearance. Shrubs are intended to fill planting spaces as much as possible, but are to be kept pruned, to keep landscape aesthetically pleasing and adjacent walkways clear for pedestrian use.

### **Fertilization**

1. Apply fertilizer two times per year (spring& fall), to all turf areas in accordance with fertilizer application recommendations. Fertilizer will be applied at 4 lbs. of Nitrogen per 1000 sq. ft.
2. The spring fertilizer blend will be a (28-4-10 with 50% XRT )
3. The fall application fertilizer blend will (44-0-0 100% XRT)

### **Broadleaf weed control**

Contractor will apply a spring and fall broadleaf treatment to all turf grass areas associated with this scope of work. Type of herbicide being used must be approved through the Parks Department.

### **Irrigation System Maintenance/Repair:**

The landscape maintenance contractor shall monitor the frequency and quantity of water being applied on all areas having an automatic irrigation system. This will be accomplished by setting and adjusting all irrigation clocks during the watering season. Contractor will be responsible for all irrigation maintenance and repairs needed.

1. **The City of West Jordan will provide “as built” schematics for the irrigation systems. Those will be kept in the controller boxes for future use. The contractor shall correct any “as built” or schematic which does not accurately show the existing conditions.**
2. Contractor will be responsible for spring start up and winter shutdown of all irrigation systems which will include blowing out all irrigation systems for winter shutdown **(Any overwinter freeze damage due to improper winterization will be repair at the expense of the contractor)**
3. All irrigation repairs must be brought to the attention of the irrigation specialist and approved before repairs are made.
4. Check irrigation systems for damage, breaks, continuity of irrigation wiring and needed repairs. Contractor will thoroughly check the irrigation systems on a weekly basis and the appropriate adjustments and repairs made.
5. Monitor irrigation systems and ensure proper coverage on a weekly basis. Make any necessary repairs to the irrigation system.
6. Make adjustments to irrigation systems if needed on a weekly basis.
7. Damage to sprinklers or the irrigation system (caused by the contractor) is to be repaired at the expense of the contractor.

The intent is to promote healthy turf through slow, deep water penetration, appropriate intervals between irrigation sessions, and efficient water use. Irrigation applications should be about ½” each, but the frequency should change, based on the changing seasons.

### **Pesticide Regulations**

1. All chemicals shall be used in strict accordance with federal, state, county and local laws and regulations and in accordance with the manufacture's recommendations. Any use of chemicals shall be reported to the West Jordan City Parks Director, along with a schedule of application, and applied by a trained and licensed pest control applicator. It is the intent of the West Jordan City to maintain a healthy and sustainable landscape that will minimize the need for and use of chemical pest control.

### **Additional Services**

#### **Snow Removal**

1. Provide snow removal services on all parkstrip, trails and safe walking school routes on a per event basis See attached list for locations. Snow removal shall be completed within 24 hours of notification. Cars and trucks are not permitted on sidewalks or trails for the snow removal operation. Bid the snow removal as an add-alternate separate from the Parkstrip Maintenance.

#### **Tree Replacement/Maintenance**

Provide a cost for tree replacement. Cost shall include the new tree (to be replaced in kind and in accordance with the City of West Jordan Standards and Specifications. Cost shall include the removal of the old tree (or what is left of it, bluestaking, irrigation check, excavation, installation of the new tree and increased care and monitoring for a period of 2 months following the replacement of the tree. Trees shall take place twice a year (spring and fall) and shall take place during the months of March and October. All tree replacement shall be coordinated with the City's Urban Forester.

1. All trees are to be containerized stock only no ball and burlap is allowed.2" minimum caliper
2. Set out trees and shrubs in the beds in the location where they are to be planted and receive approval from the city's Urban Forester prior to planting.
3. Excavate a planting hole that is two to three times the diameter of the root ball to a depth at which the root flare (or root collar) will be at least 2-inches above finish grade. Trees shall be placed on undisturbed soil at the bottom of the planting hole.
4. All tree holes shall be backfilled in 12-inch lifts using soil that was removed from the hole and settled and tamped to minimize any settling of the tree.
5. Upon completion of backfilling operation, thoroughly water the tree to completely settle the soil and fill any voids that may have occurred.
6. Mulching: Upon completion of all planting operations, remove all undesirable material from the surface of the planting beds, including all rocks over the size of

½-inch diameter; reestablish all watering basins and spread a three inch layer of mulch in all planting beds and at the base of all trees in lawn areas. Maintain a sod-free area 4-foot in diameter around tree trunks.

7. Tree wells: Tree wells shall be formed at the base of the tree or shrub and it shall be watered the same day as planting.

8. Weed Barrier: A commercial strength weed barrier fabric must be installed in the tree well and bark mulch installed Minimum Dewitt pro 5(as per city standard)

Staking - Staking shall only be performed if necessary; i.e., top heavy, tipping out, etc. (Tree staking as per city standard)

9. Any maintenance of trees and planting material within this scope of work will be the responsibility of the contractor and follow West Jordan city standards and ANSI standard Z133.1-2006 is the American National Standard for Arboricultural Operations - Safety Requirements. The ANSI A300 (Part 1)-2008 is the American National Standard for Tree Care Operations - Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning). There is a Best Management Practices Tree Pruning book that is an addition to ANSI A300 (Part 1)-2008. The ANSI A300 (Part 6) – 2005 Transplanting is the standard for tree planting and transplanting and it also has the Best Management Practices book in addition to the standard.

## **Prequalification**

### **Maintenance Experience**

1. The contractor submitting a bid for this work shall have demonstrated five (5) years of sufficient landscape maintenance experience as a landscape contractor for a similar scope in activity and in size to this Request for Proposal.
  - a. Three (3) of those years must be with another municipalities, counties or districts.
2. Submit five (5) professional references/customers from previous work.
  - a. Three (3) of those references must be from another municipalities, counties, or districts.
  - b. Name and phone number of reference
  - c. Briefly describe the scope of work
  - d. Annual contract amount

**It is the intention of the city to issue a contract to the lowest responsive and responsible bidder, which meets the bid specifications, with reasonable promptness; however, the city does not guarantee to make any award based on this proposal.**

**Proposal Content:**

Proposals should include the following major parts:

1. The contractor's experience, references, and qualifications
2. The contractor's equipment and capacity to perform
3. The contractor's methodology and operational plan
4. The contractor's customer service plan
  - a. In a **separate sealed envelope**, provide a single copy of the proposed project fee with subtotals by task as identified in the scope of work. Also, include the hourly rates charged for individuals identified.
  - b. Cost for landscaping and cost for snow removal per event

Proposals may also contain any other additional information that the proposer deems appropriate; however, voluminous or overly elaborate proposals are discouraged.

**Experience, References, and Qualifications:**

Proposals must include a brief summary of the company's experience and qualifications, including a list of current contracts within the State of Utah.

Proposals must include at least five (5) references three (3) of which must be from contracting cities, counties, or districts.

Proposals must include a summary of all litigation actions (within the State of Utah) involving your company within the last five years.

**Equipment List and Capacity:**

Proposals must include an itemized list of the contractor's equipment to be used in fulfilling the contract, including standby units. This list shall include a brief description of the equipment and age of each unit and proposed replacement schedule.

Proposal must include evidence as to the contractor's equipment, personnel, and financial capacity to perform if awarded a contract with the City.

**Methodology and Operational Plan:**

Proposals must include the contractor's methodology to deliver the desired end product and services the City is seeking as specified above.

In addition to the specific services listed above, proposers are invited to recommend any additional services and/or products provided by their firms that may be helpful to the City; however, these additional services and/or products must be directly related to landscaping services.

Proposals must include a detailed plan of operation describing the routes to be established and alternative procedures to be followed in case of severe weather or equipment failures.

**Customer Service Plan:**

Proposal must include a detailed plan and policy for customer service, and how the contractor will respond to service complaints in a timely matter.

**Conflict of Interest Form**

A City conflict of interest form must be filled out and returned with the proposal (Attached).

**Evaluation of Proposals:**

The evaluation process shall be based solely on the evaluation factors (and their relative importance) as listed below:

Experience, references, and qualifications (20%)

Capacity to perform the contract (20%)

Methodology and Operational Plan (10%)

Customer service plan (10%)

Cost (40%)

**Formation of the Agreement with the selected contractor:**

After selecting an applicant, the City may conduct additional negotiations with the contractor to arrive at a final contract. When both parties are in agreement, a contract will be awarded.

**Rejection of Proposals:**

The City reserves the right to reject any or all proposals received, and to select the proposal deemed to be the most advantageous and in the best interest of the City. Non-acceptance of a proposal will mean that one or more others were deemed more advantageous to the City or that all proposals were rejected. Applicants, whose proposals are not accepted, will be notified after a binding contractual agreement between the City and the selected applicant is executed, or when the City rejects all proposals.

**Proposal Validity Time:**

Proposals containing less than 60 days acceptance time will not be considered.

**Proprietary Information:**

Applicants may mark any specific information contained in their proposal which they wish considered as proprietary and not to be disclosed to the public. All proposals submitted become the property of the City and will not be returned.

**Incurring Costs:**

West Jordan City will not be liable for any cost that applicants may incur in the preparation of their proposals. Proposals should be concise, straightforward, and prepared simply and economically. Expensive displays, bindings, or promotional materials are neither desired nor required.

**Key Contract Terms:**

*Award of the Contract:* Upon completion of the evaluation process, the City may award the contract to the respondent whose proposal is determined to be most advantageous to the City irrespective of cost or other individual portion of any submitted proposal.

*Contract Period and Effective Date:* The initial contract term shall commence upon final execution of the contract by the City and shall expire five (5) years from that date.

***Contract Cancellation:* Either party may terminate the contract for any reason prior to the expiration date by delivering written notice thereof to the other party at least 180 days in advance.**

*Protected Information:* Under the Government Records Access and Management Act, Section 63G-2-101 et seq., Utah Code Ann., as amended ("GRAMA") certain information in the proposal(s) submitted may be open for public inspection. If a respondent desires to have information contained in its proposal(s) protected from such disclosure, the respondent may request such treatment by providing a "written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality" with the proposal (GRAMA, Section 63G-2-309). All material contained in and/or submitted with the proposal becomes the property of the City and may be returned only at the City's option.

*Award of Subcontracts:* For each subcontract, if any, which the respondent proposes to award, the respondent shall specify in writing the proposed subcontractor's name and address, and the purpose of each subcontract. Any respondent proposing subcontracts as a part of a proposal must explicitly state so in the proposal. Written approval by the City is required prior to the awarding of any subcontracts. Assignment or subcontracting shall in no way relieve the respondent of any of its obligations under the contract.

*Remedies:* The laws of the State of Utah shall apply in all disputes arising out of this RFP, without application of any principles of choice of laws.

*Compliance:* The respondent hereby agrees to abide with all applicable federal, state, county and City laws, regulations, and ordinances.

*Anti-Collusion:* The submission of a proposal constitutes agreement that the respondent has not divulged its proposal to, or colluded with, any other party to a proposal.

*Indemnification:* The Respondent shall hold harmless, defend and indemnify the City and its officers, employees, and agents from and against any and all claims, losses, causes of action, judgments, damages and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of the contract by respondent, or (b) respondent's use of City premises, or (c) any act, error, or omission on the part of the respondent, or its agents, employees, or sub-respondents except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions or willful misconduct of the City, its officers, employees or agents.

*Record Keeping and Audit Rights:* The respondent shall be responsible to maintain accurate

accounting records for all services provided herein, and shall retain all such records for a period of time as required by law or three (3) years following termination of the contract, whichever is longer. Upon reasonable notice and during normal business hours the City, or any of its duly authorized representatives, shall have access to and the right to audit any records or other documents pertaining to the contract. The City's audit rights shall extend throughout the term of the contract and for a period of at least three (3) years thereafter.

*Management Reports:* Upon request the respondent must be able to summarize and concisely report pertinent information to the City in a timely manner, throughout the duration of any contract resulting from this RFP.

*Ownership of Work:* The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the respondent.

*Further Agreements:* In addition to a proposal, the City may from time to time require the respondent to execute certain additional documents or agreements, including without limitation a contract, for the purpose of clarifying the intention of the parties with respect to providing the services hereunder.

*Relationship of the Parties:* In assuming and performing the obligations of any contract, the City and any respondent shall each be acting as independent parties and neither shall be considered an employee of the other. Additionally, neither shall represent itself as a joint venture or partners other than as authorized by a written agreement or contract.

*Equal Opportunity:* No provider of or services under this RFP or any contract shall discriminate against any employee, applicant for employment, or recipient of services on the basis of veteran status, race, religion, color, sex, sexual orientation, age, disability, or national origin.

*Taxes:* Respondent shall be responsible for and pay all taxes which may be levied or incurred against the respondent in connection with the performance of any services under a contract, including taxes levied or incurred against respondent's income, inventory, property, sales, or other taxes.

*Taxes:* The City is exempt from State of Utah sales and excise taxes. Exemption certification information appears on all purchase orders issued by the City and such taxes will not apply to the City unless otherwise noted.

#### **1.00 PERFORMANCE BOND**

The contractor shall provide the City a Performance Bond for the faithful performance of the contract. The Performance Bond shall be executed by a surety company licensed to do business in the State of Utah. The bond shall be in the amount of six (6) months billing and shall be in force for the full term of the contract.

#### **2.00 WORKING CONDITIONS**

The contractor acknowledges that the City area is subject to inclement weather conditions including but not limited to snow, high velocity winds, fog, rain, heat and flooding. In such situations involving inclement weather, Contactor agrees to make all reasonable

efforts to continue collection services. In the event Contractor is unable to provide service as a result of weather problems or other "Acts of God", Contractor shall notify City of the situation immediately when it becomes known, or should reasonably be known by Contractor, and shall establish a contingency plan agreeable to both the City and the Contractor. The Contractor is responsible for making all reasonable efforts to perform under this contract during times of inclement weather, including, but not limited to, providing additional trucks, personnel, and tire chains, or other appropriate means to continue to fulfill its obligations as set forth herein. The Contractor shall complete the work in and under conditions it may encounter or create, without extra cost to the City.

### **3.00 TERM OF CONTRACT**

The successful bidder will be issued a contract for five (5) years; however, the contract will be subject to the termination terms and conditions as listed in the RFP and may be terminated with cause, or without cause.

### **4.00 CONTRACTOR'S EMPLOYEES**

The Contractor agrees to screen all employees involved in providing service under this agreement to ensure adequate protection of persons and properties in the City. Screening shall include immigration status (as applicable), criminal and driving records, and drug testing at a minimum.

Contractor agrees to prohibit any employee from working while under the influence of alcohol, drugs or while otherwise impaired, and to prohibit drinking of alcohol beverages by Contractor's drivers and crew members while on duty or in the course of performing their duties under this contract.

Contractor's employees shall be required to wear clean uniforms bearing the Contractor's name and the employee's name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a name tag or identification card. Employees driving the Contractor's vehicles shall at all times possess and carry a valid commercial driver's license issued by the State of Utah having a class required for the operation of the collection vehicle. Employees shall observe and Obey all applicable Federal, State, and local rules, laws, and traffic regulations in the performance of this agreement. Contractor's employee, officers, agents and sub-contractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of the City.

### **5.00 LAWS, LICENSES AND TAXES**

The Contractor shall conduct operations under this contract in compliance with all applicable laws. The Contractor shall obtain all licenses and permits and promptly pay all taxes required by governmental agencies.

### **6.00 INSURANCE**

A copy of Certificate of Insurance must be provided by the awarded contractor:  
*The contractor shall maintain not less than: (a) \$2,000,000.00 automobile insurance, (b) \$2,000,000.00 bodily injury liability, (c) \$2,000,000.00 general liability insurance with \$3,000,000.00 general aggregate and (d) worker's compensation as required by state statute, during the duration of this contract. The City, its officers and employees shall be additional insured per the policy.*

**7.00 LICENSING:**

The proposal shall include evidence that the proposer is licensed to do business in the State of Utah or a sworn statement that the proposer can become so licensed if selected.

**8.00 SAFETY:**

The safety record, loss history and safety program of the contractor is of high importance to the City. An unsatisfactory history of employee safety may be grounds for disqualification.

Consequently each RFP shall include the following:

**1. Safety Program**

The RFP shall include a summary outline of the safety program and protocols that govern the operations of the contractor. In addition, manuals, policies or other material that describe the safety philosophy and activities of the contractor will be included.

**2. OSHA 300A Logs**

The RFP shall include OSHA 300A Logs of the contractor for the past five (5) years showing workers compensation losses of the contractor for the five (5) year period.

**3. Five Year Liability Loss History**

The RFP shall include a summary loss history of liability claims filed against the contractor for the last five (5) years. The summary shall include a description of all claims, amounts claimed and amounts of settlements paid and judgments rendered against the contractor.

**4. Additional Loss Information**

By submission of the RFP, the contractor agrees that it will provide ANY additional loss history or loss information as may be requested by the City prior to award of a contract and within reasonable time periods as determined by the City.

**ATTACHMENT C: INSURANCE CERTIFICATE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/23/2014

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

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

PRODUCER PDR Insurance Agency, LLC 10808 River Front Pkwy Ste 304 South Jordan UT 84095	CONTACT NAME: Michelle Markham
	PHONE (A/C No. Ext): (801) 984-8194 FAX (A/C No.): (801) 984-4327
INSURED A - Z Landscaping, Inc. dba: Copperhills Concrete dba: Greenway Pest Management/Control PO Box 33 West Jordan UT 84081	E-MAIL ADDRESS: mmarkham@pdrins.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Continental Casualty Company 20443
	INSURER B: American Cas Co of Reading PA 20427
	INSURER C: Workers Compensation Fund 10033
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1472300662 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	4029177304	7/18/2014	7/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X		4030562350	7/18/2014	7/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4029177318	7/18/2014	7/18/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2390828 *owners/officers may be excluded from coverage	7/18/2014	7/18/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Limited Pollution Liability			4029177304	7/18/2014	7/18/2015	Each Pollution Incident Limit 1,000,000 Pollution Liability Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

As respects General Liability Coverage: Blanket Additional Insured, including Completed Operations, applies per G-140331-D (01/13) currently attached to the policy. Blanket Waiver of Subrogation, Per Project Aggregate, and Primary/Non-Contributory apply per G-18652-J (07/12) currently attached to the policy.

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Gary Thornton/GTHRN

**ATTACHMENT E: PERFORMANCE BOND**

**ATTACHMENT F: WORKERS COMPENSATION CERTIFICATE**