



Providence City

Request for Bids

Project: Lawn Care Services

Providence City is requesting bids for lawn care services for a 5 year period, with an annual renewal unless cancelled by either party. Contracted services for lawn care include weekly mowing, edging, trimming, and removal of clippings from hard scape areas. Details for contracted services are available at the Providence City Office, 15 South Main, Providence UT or on line at www.providencacity.com. A mandatory pre-bid meeting will be held Thursday, October 20, 2016 at 2:30 p.m. at the Providence City Office. Bids must be received by 5:00 p.m. on Thursday, October 27, 2016 at the Providence City Office. Providence City reserves the right to reject any or all bids.

Publication Dates: October 13, 16, and 17, 2016



Providence City

15 South Main Street
Providence, UT 84332
(435) 752-9441 • Fax: (435)753-1586

Request for Bids

Providence City is requesting bids for lawn care services for a 5 year period, with an annual renewal unless cancelled by either party.

Project Description:

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Lawn Care Services at the following locations:

1. Meadow Ridge Park, located at 325 West 200 South;
2. Brookside Park, located at 450 North 100 East;
3. Cattle Corral Park, located at 200 South 100 East;
4. Alma Leonhardt Park, located at 300 West 200 North;
5. Braegger Park, located at 321 East 300 South;
6. Uptown Park, 100 North 100 East;
7. Hampshire Park, 285 West 575 South;
8. Von Baer Park, 350 East Center;
9. Zollinger Park, 61 North 200 West;
10. Spring Creek Soccer Fields, 350 West 100 North (south of Spring Creek Middle School)
11. Veterans' Monument, 100 North 200 West;
12. Bus Stop, intersection of Gateway Drive and Spring Creek Parkway
13. Providence City Cemetery, located in River Heights City at 900 East River Heights Blvd.;
14. Retention Area, 225 South 485 West;
15. City Office, 15 South Main;
16. Library, 15 North Main;
17. Public Works Facility, 350 East Center
18. Foxridge open area, approximately 101 South Foxridge Drive

Scope of Services:

Providence City is seeking a firm that will provide professional contracted services for lawn care. The selected firm, its employees, agents and/or assigns, will not be an employee of Providence City for any purpose, including but not limited to: the application of the Social Security Act, the Fair Labor Standards Act, the Affordable Care Act, and Utah Unemployment Insurance.

Contracted services for lawn care include weekly mowing, edging, trimming, and removal of clippings from hard scape areas. The firm will haul off clippings from properties and give a same day response to emergencies. The firm will also notify the City if it detects problems such as broken sprinkler heads, leaks, damage to grounds, etc. The firm is responsible for any damages caused by the firm, its agents, and/or employees.

The firm will work with the City on scheduling weekly maintenance to avoid conflicts with park usage for regularly scheduled events and for special events.

General work elements include the following:

- Mowing height for all locations: three inches (3”).
 - Discharge 3 passes away from buildings and structures.
 - Catch clippings if needed.
1. Meadow Ridge Park, located at 325 West 200 South
 - Weekly (Monday)
 - Mow property.
 - Blow off all hard scape areas back onto the lawn.
 - Bi-Weekly
 - Trim walking path, play area, trees and buildings.
 - Monthly
 - Trim all sidewalks using steel edger
 2. Brookside Park, located at 450 North 100 East
 - Weekly (Monday)
 - Mow property and catch grass if needed.
 - Blow off all hard scape areas back onto the lawn.
 - Bi-Weekly
 - Trim
 - Monthly
 - Trim all sidewalks using steel edger
 3. Cattle Corral Park, located at 200 South 100 East
 - Weekly (Monday)
 - Mow property.
 - Blow off all hard scape areas back onto the lawn.
 - Bi-weekly
 - Trim around pavilion, fence, and trees.
 - Monthly
 - Trim all sidewalks using steel edger
 4. Alma Leonhardt Park, located at 300 West 200 North
 - Weekly (Monday prior to 9:45 a.m.)
 - **DO NOT** Drive on or over the splash pad.
 - Mow property.
 - Trim around all trees and other areas with string trimmer.
 - Blow off all hard scape areas back onto the lawn.
 - Monthly
 - Trim all sidewalks using steel edger
 5. Braegger Park, located at 321 East 300 South
 - Weekly (Monday)
 - Mow property and catch grass around tennis court, sand court, and building.
 - Blow off all hard scape areas back onto the lawn.
 - Bi-weekly
 - Trim around all trees and other areas with string trimmer.
 - Monthly
 - Trim all sidewalks monthly using steel edger.
 6. Uptown Park, 100 North 100 East

Selected firm and Providence City will work together on monitoring the softball, baseball, and soccer schedules to have fields prepped and ready for lines to be painted prior to games.

- Weekly (Wednesday before 10:00 a.m.)
 - Mow property.
 - Please stay off of the dirt infield.
 - Trim around all trees, building, and other areas with string trimmer.
 - No weed eating by soccer nets, mow as close as possible.
 - Blow off all hard scape areas back onto the lawn.
- Monthly
 - Trim all sidewalks using steel edger.

7. Hampshire Park, 285 West 575 South

Selected firm and Providence City will work together on monitoring the soccer schedule to have the field prepped and ready for lines to be painted prior to games.

- Weekly (Wednesday)
 - Mow property
 - Blow off all hard scape areas back onto the lawn.
 - No weed eating by soccer nets, mow as close as possible
- Monthly
 - Trim all sidewalks using steel edger

8. Von Baer Park, 350 East Center

Selected firm and Providence City will work together on monitoring the reservation schedule to have the park ready for reservations.

- Weekly (Monday)
 - Mow property and catch grass by pavilion.
 - Trim around pavilion, building, fence, and trees.
 - Blow off all hard scape areas back onto the lawn.
- Monthly
 - Trim all sidewalks using steel edger

9. Zollinger Park, 61 North 200 West

Selected firm and Providence City will work together on monitoring the baseball schedule to have fields prepped and read for lines to be painted prior to games. The selected will also have to be mindful of students attending the middle school and the PE classes.

Providence City will mow the infields.

- Weekly (Wednesday)
 - Mow property.
 - Please stay off of the dirt infields.
 - Trim around all trees, buildings, and other areas with string trimmer.
 - Blow off all hard scape areas back onto the lawn.
- Monthly
 - Trim all sidewalks using steel edger.

10. Spring Creek Soccer Fields, 350 West 100 North (south of Spring Creek Middle School)

Selected firm and Providence City will work together on monitoring the soccer schedule to have fields prepped and ready for lines to be painted prior to games. The selected will also have to be mindful of students attending the middle school and the PE classes.

- Weekly
 - Mow property.
 - Blow off all hard scape areas back onto the lawn.

- Bi-weekly
 - Trim areas with string trimmer.
 - No weed eating by soccer nets, mow as close as possible
 - Monthly
 - Trim all sidewalks using steel edger.
11. Veterans' Monument, 100 North 200 West
- Weekly
 - Mow property.
 - Blow off all hard scape areas back onto lawn.
 - Bi-weekly
 - Trim around all trees, monument, and other areas with string trimmer
 - Monthly
 - Trim all sidewalks using steel edger.
12. Bus Stop, intersection of Gateway Drive and Spring Creek Parkway
This is the park strip and the area between the sidewalks.
- Weekly (Monday)
 - Mow property.
 - Blow off all hard scape areas back onto lawn.
 - Bi-weekly
 - Trim around all trees, monument, and other areas with string trimmer
 - Monthly
 - Trim all sidewalks using steel edger.
13. Providence City Cemetery, located in River Heights City at 900 East River Heights Blvd.
Selected firm and Providence City will work together on monitoring as funerals are scheduled.
- Weekly (Monday)
 - Mow.
 - Trim ¼ of the property weekly, resulting in the entire property being trimmed monthly.
 - Blow off all hard scape areas (including headstones) back onto the lawn during trimming week.
 - Monthly
 - Trim all sidewalks using steel edger
 - The week before Memorial Day weekend (usually Wednesday).
 - The entire property will be mowed and trimmed in preparation for Memorial Day Weekend.
 - Blow off all hard scape areas (including headstones) for the entire area.
14. Retention Area, 225 South 485 West
- Weekly
 - Mow property and catch grass if needed.
 - Blow off all hard scape areas back onto the lawn.
 - Bi-weekly
 - Trim along fence.
 - Monthly
 - Trim all sidewalks using steel edger
15. City Office, 15 South Main – The requirements for this property may change when the city moves the office functions to the Gateway Drive building.
- Weekly
 - Mow property with a walk mower.
 - Trim all edges using string trimmer.
 - Blow off all hard scape areas back onto the lawn.

- Monthly
 - Trim all sidewalks using steel edger.
16. Library, 15 North Main
- Weekly (Monday)
 - Mow property with walk mower.
 - Trim all edges using string trimmer.
 - Blow off all hard scape areas back onto the lawn.
 - Monthly
 - Trim all sidewalks using steel edger.
17. Public Works Facility, 350 East Center
- Weekly (Monday)
 - Mow property.
 - Mow the north and south hills with a walk mower
 - Blow off all hard scape area back onto the lawn.
 - Bi-weekly
 - Trim all edges using string trimmer.
 - Monthly
 - Trim all sidewalks using steel edger.

Employment Verification and Certificate of Insurance:

1. The selected Firm shall be registered in and participate in the Status Verification System to verify work eligibility status as required by Utah Code 63G-12-302.
2. The selected Firm shall be required to provide a certificate of insurance showing coverage for liability, automobile, and workers' compensation. (See minimum requirements below under Terms and Conditions)

Instructions for Submittal:

1. A mandatory pre-bid meeting will be held Thursday, October 20, 2016, at 2:30 PM.
2. All bids shall be submitted to and all other correspondence shall be directed to:
 Providence City
 Attn: Skarlet Bankhead
 15 South Main
 Providence UT 84332
sbankhead@providence.utah.gov
 Office: (435) 752-9441
 Cell: (435) 994-0966
3. All bids must be received no later than 5:00 p.m. on Thursday, October 27, 2016. The bids shall be sealed and clearly identified with "Professional Contracted Lawn Care Services" by the submittal deadline. Neither verbal nor electronic submittals will be accepted or considered valid.
4. Each bid must be signed by an authorized representative of the firm.

Terms and Conditions:

1. Providence City reserves the right to cancel or modify the request for bids at any time. No changes, revisions, clarifications, or amendments will be made to this request for bids without notifying all firms that have notified the City in writing of their intent to consider the request for bids. Providence

- City reserves the right to determine the successful firm. Providence City reserves the right to reject any or all bids.
2. Upon submission, all bids become the property of Providence City which retains the right to use any ideas present in any proposal submitted whether or not the proposal is accepted.
 3. Upon submission data contained in the response and all documentation provided therein, become the property of Providence City, without compensation to the respondent, and the data and documentation becomes public information upon opening the response.
 - a. All bids and supporting documentation are subject to Utah Code 63G-2 Government Records Access and Management Act (GRAMA). Any firm that provides a bid and believes that all or portions of the bid should be protected under Utah Code Subsection 63G-2-305(1) or (2) or both Subsections 63G-305(1) and (2) shall provide a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality.
 4. Firms are solely responsible for all expenses associated with responding to this request for bids. The City accepts no financial responsibility and will not be liable in any way for any cost incurred in the preparation of documents for this request for bids, or any costs associated with onsite presentations or follow-up questions requested by the City, unless previously agreed to by the City in writing. Providence City is not under any obligation to award a contract, and reserves the right to terminate the request for bids process at any time and to withdraw from discussions with any or all of the firms who have responded. All documents and materials prepared pursuant to this proposal are the property of Providence City. The City, in accordance with GRAMA, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under this process.
 5. The City will require the selected firm to enter into a contract with the City, based on demonstrated competence at fair and reasonable prices, no more than 14 calendar days after the City gives notice of award. Contract documents are not binding on the City until reviewed by legal counsel and approved by City Council. In the event the parties cannot agree to the terms of the contract within the time specified, the City reserves the right to terminate negotiations with the selected firm and commence negotiations with another firm.
 6. This request for bids does not commit the City to enter into a Contract, or award any services related to the request for bids.
 7. The firm, if selected will be required to execute a Conflict of Interest Disclosure.
 8. The firm agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is and shall be deemed to be an independent contractor(s), responsible for its respective acts or omissions, and that the City shall in no way be responsible for firm's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.
 9. By signing and submitting a bid under this request for bids, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences:
 - a. Workers' Compensation – Statutory requirements and benefits.
 - b. Employers Liability - \$100,000
 - c. Broad form Comprehensive General Liability with minimum limits of \$1,000,000 Combined Single Limit coverage.
 - d. Automobile Liability of \$500,000 Combined Single Limit

e. Professional Liability/Errors and Omissions Coverage.

Providence City shall be named as an additional insured on the Comprehensive General Liability and Automobile Liability policies and is to be so noted on applicable Certificates of Insurance.

The Certificates shall be delivered to Providence City prior to commencement of work.

10. If any provision of this request for bids is invalid, illegal, or unenforceable under any applicable statute or rule of law, the remaining provisions of this agreement shall remain in force and effect and firm agrees to substitute for the invalid provision a valid provision which most closely approximated the economic effect and intent of the invalid provision.

LAWN CARE SERVICES AGREEMENT

This Lawn Care Services Agreement (Agreement) is entered into this _____ day of _____, 2016, by and between _____, (Contractor), and the City of Providence, (City), a municipal corporation.

WHEREAS, the City desires to contract with Contractor for lawn care services at various locations throughout the City.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. CONTRACTOR OBLIGATIONS

Contractor agrees to provide the following lawn care services (Services) pursuant to the terms of this Agreement:

- 1.1 **Mowing.** Contractor agrees to mow all lawns at the locations identified in subsection 1.4 below.
- 1.2 **Removal of Accumulated, Visible Grass Clippings/Trimmings.** Contractor agrees that if grass clippings/trimmings associated with its performance of the Services accumulate to a point where they become readily visible, Contractor will remove the same within 24 hours of receiving notice from the City. The parties agree that the City, in its sole, reasonable discretion, will determine when the grass clippings/trimmings have become readily visible triggering Contractor's obligation to remove the same. Contractor agrees that it will not blow, sweep or otherwise remove clippings/trimmings into the streets or sidewalks.
- 1.3 **Trimming/Edging.** Contractor agrees to trim/edge along all sidewalks, fences, walls, trees, poles, headstones, etc.
- 1.4 **Locations.** Contractor agrees to provide Services at the following locations in the City:
 - 1.4.1 Meadow Ridge Park, located at 325 West 200 South;
 - 1.4.2 Brookside Park, located at 450 North 100 East;
 - 1.4.3 Cattle Corral Park, located at 200 South 100 East;
 - 1.4.4 Alma Leonhardt Park, located at 300 West 200 North;
 - 1.4.5 Braegger Park, located at 321 East 300 South;
 - 1.4.6 Uptown Park, 100 North 100 East;
 - 1.4.7 Hampshire Park, 285 West 575 South;
 - 1.4.8 Von Baer Park, 350 East Center;
 - 1.4.9 Zollinger Park, 61 North 200 West;
 - 1.4.10 Spring Creek Soccer Fields, 350 West 100 North (south of Spring Creek Middle School)
 - 1.4.11 Veterans' Monument, 100 North 200 West;
 - 1.4.12 Bus Stop, intersection of Gateway Drive and Spring Creek Parkway
 - 1.4.13 Providence City Cemetery, located in River Heights City at 900 East River Heights Blvd.;
 - 1.4.14 Retention Area, 225 South 485 West;
 - 1.4.15 City Office, 15 South Main;

- 1.4.16 Library, 15 North Main;
- 1.4.17 Public Works Facility, 310 East Center;
- 1.4.18 Foxridge open area, approximately 101 South Foxridge Drive
- 1.5 **Frequency/Timing.** Contractor agrees to provide the Services to each location identified in subsection 1.4 one time per week, completed between the hours of 7:30 a.m. and 8:00 p.m. All mowing in a particular City property must be done completely once started. If not completed that same day, it must be finished the following day, weather permitting.
- 1.6 **Commencement and Termination of Services.** Contractor agrees to commence performance of the Services for the lawn care season under this Agreement when the City deems reasonably necessary. Likewise, Contractor agrees to terminate its performance of the Service for the lawn care season when the City deems reasonably necessary. The parties agree that the lawn care season will commence each spring and terminate each fall as dictated by the then existing weather conditions and needs of the City.
- 1.7 **Equipment and Tools.** Contractor agrees to provide all reasonable necessary tools and equipment to perform the service to be rendered.
 - 1.7.1 **Equipment Maintenance.** All hand tools and equipment employed shall be maintained and operated in a safe condition as provided for by the manufacturer and as required by good safety practices and as specified by state and federal requirements. It is understood that the City shall not be responsible for supplying any hand tools or equipment for the performance of this Agreement.
- 1.8 **Removal of Debris.** Any and all lawn care and maintenance debris shall be removed from the site of the maintenance and disposed of properly.
 - 1.8.1 **Limbs and Foreign Objects.** All limbs and large foreign objects shall be removed or placed out of the way of lawn maintenance equipment. Under no circumstances shall lawn equipment be allowed to run over trash or other items which would be shredded and strewn across the lawn area. Contractor shall notify City of any areas requiring cleanup with sufficient notice to allow the City to clean the area before the next lawn maintenance is performed.
- 1.9 **City Requests Notification.** If while performing lawn care services the Contractor or its employees discovers leaks or maintenance concerns with the sprinkler systems and amenities at the Lawn Care Locations, the City requests notification of such concerns as soon as reasonably possible.

SECTION 2. CITY OBLIGATION

- 2.1 **Sprinkling Systems/Amenities.** The City agrees to maintain all sprinkler systems and amenities at the Lawn Care Locations, excepting any equipment or parts destroyed or damaged by Contractor. Should Contractor, its employees or equipment damage any sprinkler systems or amenities Contractor must notify City immediately and perform the necessary repairs. If repairs are not made within 24 hours of damage City will repair the sprinkler system and deduct the reasonable cost of doing so from the next invoice or invoices of Contractor.
- 2.2 **Trees, Bushes, Flower Gardens.** The City agrees that it will maintain any and all trees, bushes, and flower gardens at the Lawn Care Locations.
- 2.3 **Fees.** City agrees to pay invoices submitted by Contractor pursuant to the fee schedule and terms hereto attached as Exhibit A.

SECTION 3. MISCELLANEOUS

The following provisions are an integral part of this Agreement:

- 3.1 **Non-liability of City for Damages; Indemnity/Hold Harmless; Certificate of Insurance.** City shall not be liable for liability or damage claims for injury to person or property from any cause relating to Contractor's performance of the Services at the lawn care locations.
 - 3.1.1 Contactor agrees to indemnify and hold harmless City, and their agents and employees, from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of its occupancy or Service performed at the lawn care locations:
 - 3.1.1.1 For bodily injury, illness, death or for property damage including use and
 - 3.1.1.2 Caused in whole or in part by Contractor negligent act of omission or that of anyone employed by Contractor for whose acts Contractor may be liable.
 - 3.1.1.3 Contractor waives any claim against the City for Damages relating to its occupancy of the lawn care locations from any cause whatsoever.
 - 3.1.1.4 Contractor agrees to provide certificates of insurance.
 - 3.1.1.4.1 Insurance is required to be maintained until final payment is made at the termination of the lawn care season.
 - 3.1.1.5 **Workers Compensation Insurance.** With respect to all operations, the Contractor performs and all those performed for him by subcontractors worker's compensation shall be in force per Utah State Law.
 - 3.1.1.6 **General Liability Insurance.** Contractor shall maintain a policy of general liability comprehensive form also containing broad form property damage and coverage for independent contractors and products and completed operations, with general liability limits of \$2,000,000 aggregate, \$1,000,000 per occurrence.
 - 3.1.1.7 **Vehicle Liability.** Contractor shall maintain a policy of comprehensive liability coverage for owned, hired and non-owned vehicle. The combined limits of coverage shall not be less than \$1,000,000.
- 3.2 **Status Verification System.** Contractor agrees to provide the City with an affidavit that the contractor or subcontractor has verified through the Status Verification System the employment status of each new employee of the respective contractor or subcontractor.
- 3.3 **Attorneys' Fees and Collection Costs.** In the event of litigation or binding arbitration to enforce the Agreement, the prevailing party shall be entitled to costs and attorneys' fees.
- 3.4 **Entire Agreement and Amendment.** With respect to the subject matter of this Agreement, this Agreement and other documents and instruments identified or contemplated by this Agreement constitute the parties' entire agreement, and may not be altered, modified or amended except by written agreement signed by all parties. All prior and contemporaneous agreements, arrangements and understandings between the parties respecting the subject matter of this Agreement are hereby superseded and rescinded.

- 3.5 **Governing Law.** This Agreement is made and entered into in the State of Utah and shall be interpreted and enforced under and pursuant to the laws of the State of Utah. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the State of Utah. Any dispute arising out of this Agreement, or the breach thereof, shall be brought in the District Court of Cache County, Utah, the parties expressly consenting to jurisdiction and venue in that district and county.
- 3.6 **Severability.** The provisions of this Agreement are severable and should any provision be void, voidable, unenforceable or invalid, such provision shall not affect the remaining provisions of this Agreement.
- 3.7 **Counterparts.** This Agreement may be executed first by one or more facsimile signatures, which shall be binding in the same manner as if such signatures were original signatures. In the event this Agreement is executed by facsimile signature by any party, such party shall provide an original signature to the other party or parties as soon as possible following the full execution of this Agreement.
- 3.8 **Duration and Termination of Agreement.** The term of this Agreement shall be for five (5) years. This Agreement can be terminated by either party for any reason whatsoever by giving as least forty-five (45) days written notice to the nonterminating party. Both parties agree to perform their relative obligations under this Agreement after notice of intent to terminate is given until the date of termination of the Agreement.
- 3.9 **Assignability.** This agreement is not assignable to other contractors except with written consent of the City. If the ownership of contractor substantially changes during the term of this contract, the City may cancel this contract unless it gives prior consent to the change of ownership.

PROVIDENCE CITY, a Utah Municipal Corporation

By: _____

Title: _____

DATED _____ day of _____, 2016.

CONTRACTOR

By: _____

Title: _____

DATED _____ day of _____, 2016.