JORDAN VALLEY WATER CONSERVANCY DISTRICT

CONTRACT DOCUMENTS FOR:

JVWCD LAWN MOWING & EDGING & WEED CONTROL SERVICES

February 2019

OWNER

Jordan Valley Water Conservancy District (JVWCD) 8215 South 1300 West West Jordan, Utah 84088-9422

> PROJECT MANAGER Steven S Crawford

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Aerial photos of Properties (Google Maps)

NOTICE INVITING BIDS

DESCRIPTION OF WORK: The Jordan Valley Water Conservancy District (JVWCD) desires to receive bids for its Lawn Care and sites maintenance. This contract includes lawn mowing, lawn trimming & edging at 31 District sites on a weekly basis. Flowerbeds, rock scape, bark mulch areas, and alike, as noted in the Bid Schedule will also be maintained weekly and kept free of weeds and debris for the duration of the contract.

RECEIPT OF BIDS: Sealed Bids will be received at the office of the Jordan Valley Water Conservancy District, located at 8215 South 1300 West, West Jordan, Utah 84088, until 4:00pm on Tuesday, March 26, 2019, for the project entitled "JVWCD Lawn Mowing & Edging & Weed Control Services". Emailed bids will also be accepted at stevec@jvwcd.org if received by the date and time above. No bids will be accepted after this date and time.

OBTAINING CONTRACT DOCUMENTS: The contract documents for the JVWCD Lawn Mowing & Edging & Weed Control Services will be emailed to prospective bidders by the Project Manager, Steve Crawford, on Thursday, February 21, 2019. Prospective bidders must confirm email addresses to receive project notifications and addenda (if any). Contractors are required to acknowledge receipt of any addenda as part of their bid as provided under the "BID" portion of these documents.

SITE OF WORK: Sites are located throughout Salt Lake County, Utah, as shown on the Map provided herein.

PRE-BID SITE(S) VISITS: A mandatory pre-bid meeting and optional site(s) visits will begin at the Owner's office at 9:30am on Wednesday, February 27, 2019, at which time all sites covered under this contract and the work described herein discussed. Those wishing to visit all, or part of the sites listed on the BID SCHEDULE will depart from the Owner's office after this initial meeting.

COMPLETION OF WORK: Work shall be completed on a weekly basis for 26 consecutive weeks – beginning April 22, 2019 and running through October 18, 2019.

Note: Weather conditions may affect the start and finish dates of this contract and are subject to change at the Owner's discretion without cost or liabilities to the Owner.

AWARD OF CONTRACT: An Award of Contract, if it were awarded, will be made within 30 calendar days of the opening of bids.

PROJECT ADMINISTRATION: All questions relative to this request for bids shall be directed to the Owner's representative, Steve Crawford (801-565-4333), or <u>stevec@jvwcd.org</u>. It shall be understood, however, that no interpretations of the specifications will be made by telephone. Clarifications to these documents shall be provided to all prospective bidders to the email addresses obtained and confirmed as addressed under OBTAINING CONTRACT DOCUMENTS. Any addendums to this contract will be addressed in the same manner.

NOTICE INVITING BIDS

OWNER Jordan Valley Water Conservancy District 8215 South 1300 West West Jordan, Utah 84088 (801) 565-4300 ATTENTION: Steve Crawford

FORM OF BID: The bid shall be made on the bidding schedule(s) bound herein. The bid shall be enclosed in a sealed envelope bearing the name of the Company providing the bid and name of the project (JVWCD Lawn Mowing & Edging & Weed Control Services), along with the form INFORMATION REQUIRED OF CONTRACTORS located in the General Information Section. Bids and information may also be sent by Fax (801) 565-4394, or by email to the Project Manager at stevec@jvwcd.org.

DELIVERY OF BID: The bid shall be delivered by the time and to the place stipulated in the NOTICE INVITING BIDS / RECEIPT OF BIDS. It is the bidder's sole responsibility to see that his/her bid is received in proper time.

WITHDRAWAL OF BIDS: Bids shall be unconditionally accepted without alteration or correction, excepting that bidder may by means of written request, signed by the bidder or his/her properly authorized representative, withdraw his/her bid. Such written request must be delivered to the place stipulated in the NOTICE INVITING BIDS / RECEIPT OF BIDS prior to the scheduled closing time for receipt of bids.

OPENING OF BIDS: To respect the privacy of those that submit bids on this contract, the District will open all bids in private and notify (via email) who was awarded the work as a courtesy to those who submitted bids. Let it be known, that the Jordan Valley Water Conservancy District complies with the Government Records Access and Management Act (GRAMA) of the State of Utah. JVWCD's policy is to make those of its records which are "public" under GRAMA available for inspection or copying upon an appropriate request. This information can be found on the District's website at <u>www.jvwcd.org</u> – "About Us" – "Legal Resources" – "Request for Records (GRAMA Requests)".

MODIFICATIONS AND ALTERNATIVE BIDS: Unauthorized conditions, limitations, or provisions attached to a bid may render it non-responsive and may cause its rejection. The completed bid forms shall be without interlineations, alterations, or erasures. Alternative bids will not be considered unless called for. Oral, telegraphic, or telephonic bids or modifications will not be considered.

DISCREPANCIES IN BIDS: In the event there is more than one bid item in a bidding schedule, the bidder shall furnish a price for all bid items in the schedule; failure to do so may render the bid non-responsive and subject to rejection. In the event there are unit price bid items in a bidding schedule and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern, the "amount" will be corrected accordingly, and the Contractor shall be bound by said correction. In the event there is more than one bid item in a bidding schedule and the total indicated for the schedule does not agree with the sum of the prices bid on the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly, and the Contractor shall be bound by said correction.

QUANTITIES OF WORK: Neither the Bidders nor the ultimate Contractor for the Contract shall at any time after the submittal of a bid, make or have any claim for damages or anticipated profits or loss of profit or otherwise, because of any difference between the quantities of work done and material furnished and those stated in said unit price items of

QUANTITIES OF WORK (Continued):

the Bid.

The Owner reserves the right, after the Award of Contract, to add additional sites to the contract, which shall be visited by the selected Contractor and Owner's Representative and a fair and reasonable quote agreed upon for the additional work.

The Owner also reserves the right to delete any bid item listed in the BID SCHEDULE in its entirety as deemed necessary or expedient by the Owner. Such deletion(s), if any, will be eliminated from the contract and the contract revised to show the reduction of work and costs associated with the deletion(s) at no additional expense or liabilities to the Owner. This work shall be contractually bound should amendments to the contract be made and shall be signed by both the Contractor and Owner at that time.

COMPETENCY OF BIDDERS: In selecting the lowest responsible Bidder, consideration will be given to the general competency of the Bidder for the performance of the work covered by the Bid. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "Information Required of Bidder" bound herein. No bid for the work will be accepted from a contractor who does not hold an active Contractor's license in good standing applicable to the type of work bid upon at the time of opening bids.

DISQUALIFICATION OF BIDDERS: More than one bid from an individual, firm partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, all bids will be rejected.

AWARD OF CONTRACT: Award of the Contract, if it be awarded, will be based primarily on the lowest overall cost to the Owner, and will be made to a responsive and responsible bidder whose bid complies with all the requirements prescribed. Any such award will be made by written notice and within 30 calendar days after opening of the bids, unless a different waiting period is expressly allowed in the Notice Inviting Bids. Unless otherwise indicated, an award will not be made for less than all the bid items in the individual bidding schedule.

EXECUTION OF CONTRACT: The Bidder, to whom the award is made, shall execute a written contract with the Owner on the form of agreement provided, shall secure all Insurance, and shall furnish all certificates and bonds required by the specifications within 10 calendar days after receipt of the Award of Purchase Order from the Owner. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for annulment of the

EXECUTION OF CONTRACT (Continued):

award and forfeiture of the bid guarantee. If the successful bidder refuses or fails to execute the contract, the Owner may award the contract to the second lowest responsible bidder or reject all bids and re-advertise the project for rebidding. If the second lowest responsible bidder refuses or fails to execute the contract, the Owner may award the contract to the third lowest responsible bidder. On the failure or refusal of such second or third lowest bidder to execute the contract, each such bidder's guarantees shall be likewise forfeited to the Owner.

The contract for these services detailed herein are valid for one year from the date of contract. The contract is renewable, without amendment, at the sole discretion of the Owner, each year, for up to four additional years, should the Owner choose to renew the contract. The Contractor can continue performing the work agreed upon in the original contract only after written authorization from the District is obtained.

Pricing for each renewal period may be adjusted for inflation using for such adjustment the United States Bureau of Labor and Statistics Consumer Price Index (CPI).

The District reserves the right to discontinue services at any time if the work noted herein is not being performed as agreed upon, with no liabilities or cost to the District.

PAYMENT: Payment for the services performed under this contract shall be invoiced at the end of each month, for work performed during that month, and shall be invoiced on the Contractor's official invoice/letterhead. Payments shall be invoiced according to the following:

- JVWCD Distribution System (All items on Bid Schedule excluding #25 & #27)
- Jordan Valley Water Treatment Plant (JVWTP) (#27 on the Bid Schedule)

• Southeast Regional Water Treatment Plant (SERWTP) (#25 on the Bid Sch.) Describe in said invoice(s) any departure from the Description of Services. Owner shall not pay for additional services performed by Contractor without prior written authorization.

INSURANCE: The Bidder to whom the award is made shall be Bonded and Insured and shall provide to the Owner a "Certificate of Liability Insurance."

INSURANCE REQUIREMENTS: Prior to awarding a purchase order, the bidder must furnish certificates to include the following policies. The limits of liability for the insurance required for these services shall provide for not less than the following amounts or greater where required by Laws and Regulations.

- 1. Workers' Compensation
 - A. State: Utah Statutory
- 2. <u>Comprehensive General Liability</u>
 - A. Bodily Injury (including completed operations and product liability): \$500,00
 \$200,00
 Each Occurrence
 \$1,000,000
 Annual Aggregate
 - B. Property Damage liability insurance, including Explosion, Collapse, and Underground coverages where applicable
 - C. Personal Injury, with employment exclusion deleted. \$1,000,000 Annual Aggregate
- 3. <u>Comprehensive Automobile Liability</u>
 - A. Bodily Injury \$500,000 \$1,000,000

Each Person Each Occurrence

B. Property Damage \$500,000 Each Occurrence Or combined single limit of \$1,000,000

SCOPE OF WORK

It is the intent of this document to provide a description for the lawn mowing, trimming and edging needed for 31 District sites on a weekly basis. Lawn areas will be manicured to a nice, professional appearance. Flowerbeds, rock scape, bark mulch areas, and alike, as noted in the Bid Schedule, will also be maintained weekly and kept free of weeds and debris for the duration of the contract.

The contract shall extend to all days of the week at the discretion of the Service Provider. It shall be the responsibility of the Service Provider to provide to the Owner a schedule of the work to be performed – at what sites and on what days – before beginning work. Variations in the schedule are acceptable upon notice to the Owner and agreed upon by both parties but does not relieve the Service Provider from performing the work at each of the sites in any given week. The Owner reserves the right to make changes to the schedule, as necessary, to accommodate the needs of the District.

In the event, that work at any of the sites is missed due to weather related conditions or other unforeseen circumstance, the Owner shall be notified of which sites were missed and a deduction for those sites, as indicated in the Weekly Unit Price of the BID SCHEDULE, will be deducted from the billing for that week.

Weed control for flowerbeds and shrub areas may include the use of weed killer and preemergent as a means of controlling and eliminating weeds. (If used, extreme caution will be taken during the application of weed killer in flowerbeds and shrub areas. Any weed killer that is accidently spilled or applied, in any manner, to the shrubs, flowers, ornamental vegetation, or grass areas that has a detrimental effect to this vegetation, will be the responsibility of the Service Provider to remove that vegetation and replace it at no cost or expense to the Owner.)

If weeds are removed manually by pulling the weeds or using a weeding tool, such as a hoe, the ground shall be leveled and manicured afterwards using a rake to give a nice professional appearance where weeds were removed.

The Service Provider shall furnish all tools, materials and supplies necessary to perform the tasks noted in this document. The use of District tools and materials will not be permitted.

Only qualified personnel that are directly employed or supervised by the Service Provider will be eligible to perform these services.

SCOPE OF WORK

All reasonable measures to avoid damage to property or injuries to persons shall be taken by the Service Provider. If damage to Owner's property or injuries to person(s) occur, the Owner shall be notified (as-soon-as-possible) as to what happened and the severity of the incident.

As a courtesy, the Service Provider shall provide notice to the Owner of any site that has clearly been vandalized before work begins at that site. This courtesy shall extend through the duration of the contract as noted in the NOTICE INVITING BIDS / COMPLETION OF WORK.

The Service Provider shall make note of any degradation to Lawns, Shrubs and/or Flowerbeds and inform Owner of such degradation. The Owner will consider recommendations from the Service Provider to reconcile any given site and may schedule the additional work for those recommendations with the Service Provider, with District Personnel, or other Agency as the Owner sees fit.

When the need for additional help or supervisory services are required by the Service Provider, the Service Provider shall make sure this help is provided and shall consider it part of this service contract with no additional costs or expense to the Owner.

Upon completion of the work at each site, the service provider shall remove any grass clippings or other material from sidewalks and asphalted areas to give a clean and professional look to the area.

Note: In the Bid Schedule that follows, items #2 & #26 have been removed and will not be a part of this contract. As such, there are only 31 sites. The numbering has not been changed so addresses on the map will coincide with the bid schedule.

Note: Any site that does not have turf grass on the inside of the fenced area will not require the contractor to perform any other type of work within that fenced area.

BID TO: JORDAN VALLEY WATER CONSERVANCY DISTRICT

The undersigned Bidder hereby proposes to furnish all machinery, labor, services, materials, equipment, tools, supplies, transportation, utilities, and all other items necessary to perform all work required under the Bidding Schedule of the Owner's Contract Documents entitled "Lawn Mowing & Edging, Fertilizing and Weed Control Services", and acknowledges and accepts all addenda issued by said Owner prior to opening of the bids.

The undersigned bidder acknowledges receipt of the following addenda:

No.	Date Received	No.	Date Received

The Service Provider agrees that, within 10 calendar days after receipt of Award of Purchase Order from Owner, he/she will execute the Award of Purchase Order in the required form, of which the Notice Inviting Bids, Instructions to Bidders, Scope of Work, Bid, Information Required of Bidder, and all addenda issued by Owner prior to the opening of bids, are a part, and will secure the required insurance and bonds and furnish the required insurance certificates. It is further understood that this bid may not be withdrawn for a period of 45 days after the date set for the opening thereof, unless otherwise required by law.

Dated: _____

Bidder: _____

By: _____

(Signature)

Title: _____

The Service Provider further agrees to complete all work required under the contract within the time stipulated in the Contract Documents, and to accept in full payment therefore the price(s) named in the below-mentioned Bidding Schedule(s).

BID

BID SCHEDULE

	Weekly Mowing Site Locations	Service (Noted Below)	Units	Weekly Unit Price	No. x of Events	= Total Price
1.	2931 East Branch Drive (4665 S)	М	Weekly	\$	26	\$
3.	4750 South Wallace Lane (2950 E)	М	Weekly	\$	26	\$
4.	1590 East Murray-Holliday Rd (4670 s)	M	Weekly	\$	26	\$ \$ \$
5.	273 East Carol Way (7325 S)	M	Weekly	\$	26	\$
6.	1368 East 6400 South	M&W	Weekly	\$	26	\$
7.	7618 South 700 East	M&W	Weekly	\$	26	\$
8.	1600 East Siesta Drive (7600 S)	М	Weekly	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	26	\$ \$ \$ \$
9.	2400 East Creek Road (8200 S)	М	Weekly	\$	26	\$
10.	1330 East 8148 South	М	Weekly	\$	26	\$
11.	1300 East 8156 South	М	Weekly	\$	26	\$
12.	955 East 8550 South	M&W	Weekly	\$	26	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
13.	1300 East 8657 South	М	Weekly	\$	26	\$
14.	1526 East 8600 South	М	Weekly	\$	26	\$
15.	8578 South Monitor Drive (2055 E)	M&W	Weekly	\$	26	\$
16.	2055 East Alta Canyon Drive (8600 S)	M&W	Weekly	\$	26	\$
17.	9003 South Quail Hollow Dr (2650 E)	M&W	Weekly	\$	26	\$
18.	9388 South Solena Way (2200 E)	М	Weekly	\$	26	\$
19.	1453 East 9400 South	M&W	Weekly	\$	26	\$
20.	1147 East Webster Drive (9500 S)	M&W	Weekly	\$	26	\$
21.	2300 East 9800 South	М	Weekly	\$	26	\$
22.	2600 East 9800 South	M&W	Weekly	\$	26	\$
23.	1850 East Newbury Dr. (10190 S)	M&W	Weekly	\$	26	\$ \$ \$ \$ \$
24.	10730 South 1300 East	М	Weekly	\$	26	\$
25.	11574 South Wyndcastle Dr (2580 E)	М	Weekly	\$	26	\$
27.	15305 South 3200 West	М	Weekly	\$	26	\$
28.	3300 West 13400 South	M&W	Weekly	\$	26	\$ \$ \$
29.	3257 West 11760 South(Winter Creek Cir)	M&W	Weekly	\$	26	\$
30.	3147 West 11400 South	M&W	Weekly	\$	26	\$
31.	10300 S. to 10950 S 3200 W.	М	Weekly	\$	26	\$
32.	3600 West 10200 South	М	Weekly	\$ \$	26	\$
33.	4500 South 4800 West	М	Weekly	\$	26	\$
	Note: Yellow highlight indicates future re-landscape of the site and may be dropped from this contract at any time.	M - Mow Trim/Edge W - Weed & Debris removal		\$ Weekly	Total	\$ Grand Total
	Weekly Total in Words:					

Weekly Total in Words: _____

INFORMATION REQUIRED OF BIDDER GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement may render the Bid non-responsive and subject to rejection. Additional sheets shall be attached as required.

1.	Bidder's name and address:
2.	Bidder's telephone number:
	FAX number:
3.	Contractor's Utah License Number:
	Primary Classification:
	Supplemental Classification held, if any:
	It is the responsibility of the Contractor to obtain the license classification sary for the required work prior to submitting a bid.
4.	Number of years as a Contractor in work of this type:

5. Name and title of officers of Bidder's company:

6. ATTACH TO THIS BID the experience resume of the person who will be designated superintendent for the work.

Name of superintendent: _____

 Bidder shall abide by the National Association of Landscape Professionals (NALP) standards.

INFORMATION REQUIRED OF BIDDER GENERAL INFORMATION

8. Attach to your bid references of three Owners for which similar work has been completed in the last two years. The list shall include the following information as a minimum:

-	Brief description of the work	-	Location of Work involved
-	Name of Owner	-	Contract amount
-	Address and telephone number	-	Date of completion of contract of Owner
-	Name of Owner's contact		

9. The Owner maintains locked fencing and other security measures at the various sites involving this contract work. The Contractor shall exercise care in keeping the sites secure during the work and secure each site upon leaving. The Contractor shall submit information, including, but not limited to, a copy of a valid driver's license on all employees involved in the work. The Owner reserves the right to perform criminal background checks on Contractor's employees as allowed by Federal and State laws.

[company] [address] [address]

AWARD OF PURCHASE ORDER

The Jordan Valley Water Conservancy District (Owner) hereby accepts your Bid dated _____, 2012. In accordance with your Bid dated _____, 2012, the Owner has created a purchase order in the amount of \$______ for the project entitled "project tile". The project manager is ______. The completion date is __ calendar days from the Acceptance Date of this Award by you.

You should sign and return this Award of Purchase Order within 10 calendar days from the date of this notice to you.

Please reference the project manager's name when submitting any invoices to the District for payment.

Sincerely,

Alan E. Packard, PE Assistant General Manager and Chief Engineer

ACCEPTANCE OF AWARD

______, a corporation qualified to do business in the State of Utah, hereby agrees to perform as specified in its Proposal and this Award of Purchase Order.

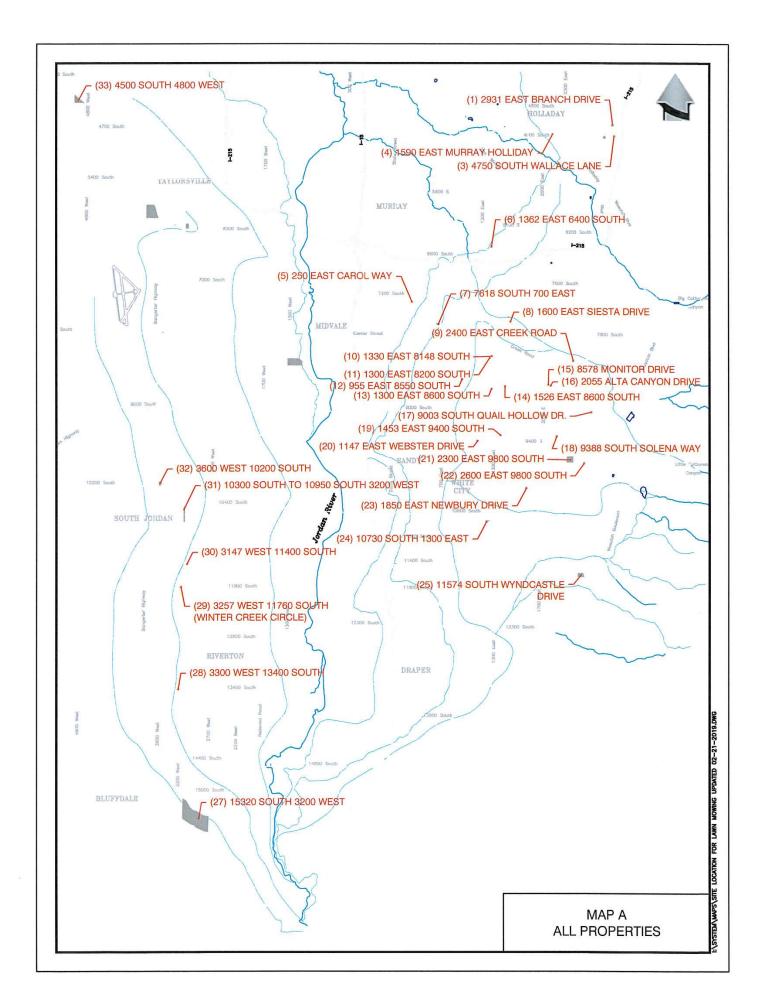
Signature

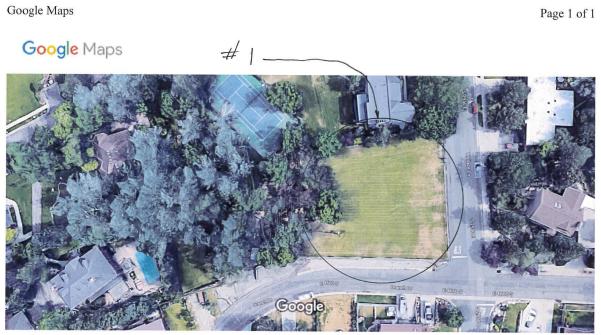
Printed Name

Title

Acceptance Date

Attachments: Bid Proposal





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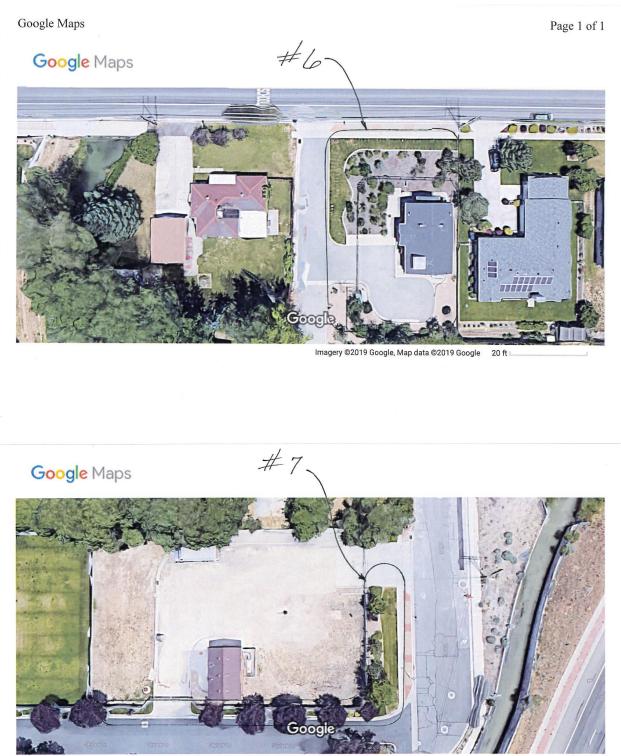
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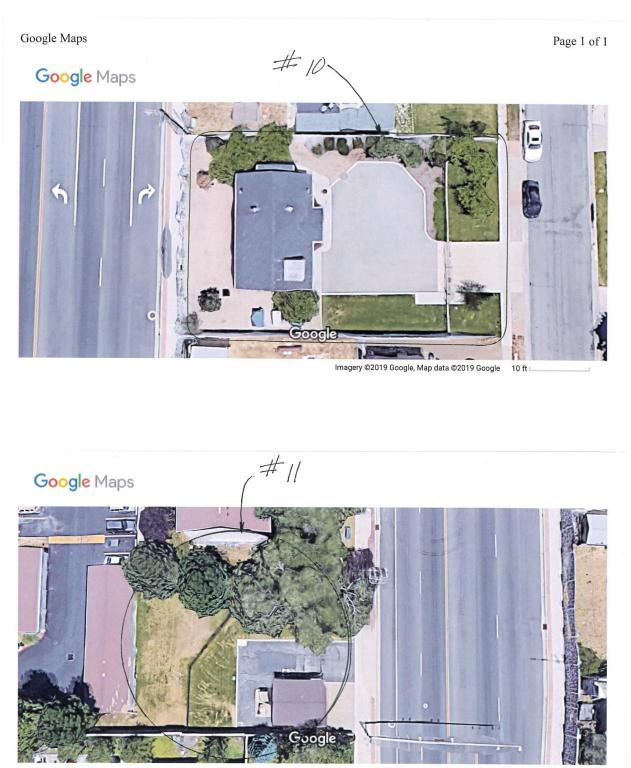
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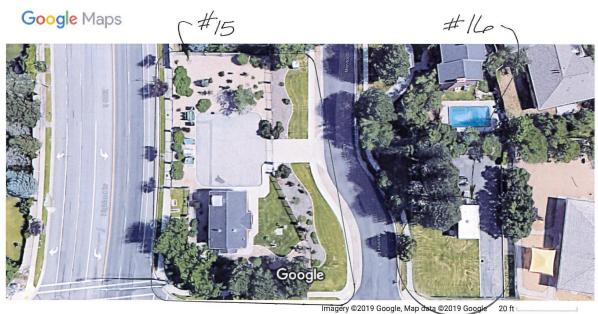




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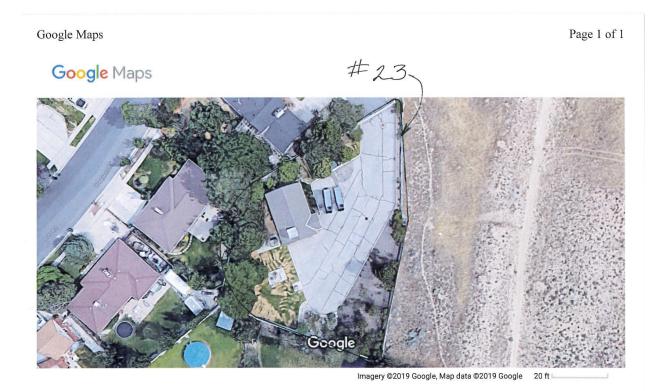
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