



**NOTICE OF A JOINT PLANNING COMMISSION WORK SESSION
AND A REGULAR SESSION OF THE VINEYARD CITY COUNCIL MEETING
April 10, 2019 at 6:00 PM**

Public Notice is hereby given that the Vineyard City Council will hold a joint session with Planning Commission and a regular session on Wednesday, April 10, 2019, at 6:00 pm in the Vineyard City Hall, 125 South Main, Vineyard, Utah. The agenda will consist of the following:

AGENDA

**Presiding Mayor Julie Fullmer
(Mayor Pro tem – Councilmember Nate Riley – April – June)**

- 1. CALL TO ORDER**
PLEDGE OF ALLEGIANCE
INVOCATION/INSPIRATIONAL THOUGHT – to be announced

JOINT WORK SESSION

- 2. JOINT CITY COUNCIL AND PLANNING COMMISSION WORK SESSION**
General Plan final draft discussion (1 hour)

REGULAR SESSION

- 3. OPEN SESSION – Citizens’ Comments** (15 minutes)
“**Open Session**” is defined as time set aside for citizens to express their views for items not on the agenda. Each speaker is limited to three minutes. Because of the need for proper public notice, immediate action **cannot** be taken in the Council Meeting. If action is necessary, the item will be listed on a future agenda, however, the Council may elect to discuss the item if it is an immediate matter of concern.

4. MAYOR AND COUNCILMEMBERS’ REPORTS/DISCLOSURES/RECUSALS

- 5. STAFF, COMMISSION, AND COMMITTEE REPORTS** (3 minutes each)
 - City Manager/Finance Director – Jacob McHargue
 - Public Works Director/Engineer – Don Overson
 - City Attorney – David Church
 - Utah County Sheriff’s Office – Sergeant Holden Rockwell

- Utah County Sheriff's Office – Sergeant Holden Rockwell
- Community Development Director – Morgan Brim & Planning Commission Chair – Cristy Welsh
- City Recorder – Pamela Spencer
- Building Official – George Reid
- Water/Parks Manager Sullivan Love - Timpanogos Special Service District – Board Member
- Clean Air Task Force – Resident Josh Gilman – Committee Member Report

6. DISCUSSION ITEMS

No items were submitted.

7. CONSENT ITEMS

- 7.1 [Approval of the March 13, 2019 City Council Meeting Minutes](#)
- 7.2 [Approval of the Road Treatment Project](#)
- 7.3 [Approval of the Utah Valley Home Builders Association Condominium Plat](#)
- 7.4 [Approval of the Black & McDonald Contract renewal](#)
- 7.5 [Approval of the Landscaping Contract](#)
- 7.6 [Approval of the Fertilization and Weed Control Contract](#)

8. MAYOR'S APPOINTMENTS

No names were submitted.

9. BUSINESS ITEMS

9.1 DISCUSSION AND ACTION – [Telos U Subdivision](#)

(15 minutes)

The applicant is requesting a one lot subdivision on the property located on the south west corner of Geneva Road and 575 South. The property contains tax ID #39:228:0004 located in Vineyard City and Tax ID# 53:520:0001 located in Orem City. The mayor and City Council will take appropriate action.

9.2 DISCUSSION AND ACTION – [Cancellation of the April 24, 2019 City Council Meeting](#)

(5 minutes)

Due to a possible lack of a quorum, the mayor and City Council will vote to cancel the April 24, 2019 City Council Meeting.

9.3 DISCUSSION AND ACTION – [Sister Cities International Day – Resolution 2019-04](#)

(15 minutes)

Mayor Julie Fullmer will present information on Sister Cities International Day. The mayor and City Council will act to approve (or deny) this request by resolution.

9.4 DISCUSSION AND ACTION – Alternate Voting Methods Pilot Project – Resolution 2019-05

(15 minutes)

In December of 2018 the City Council voted to participate in the Alternate Voting Methods pilot project also (known as ranked choice voting), with the option to revisit their decision at the first meeting in April. The City Council and staff will discuss ranked choice voting updates and costs to determine the feasibility of the city conducting ranked choice voting. The mayor and City Council will act to approve (or deny) this request by resolution.

9.5 DISCUSSION AND ACTION – Interlocal Agreement with Utah County

(15 minutes)

City Recorder Pamela Spencer is requesting approval to allow the mayor to sign an interlocal agreement with Utah County to run the city's 2019 Municipal Elections. The mayor and City Council will take appropriate action.

10. CLOSED SESSION

The Mayor and City Council pursuant to Utah Code 52-4-205 may vote to go into a closed session for the purpose of:

- (a) discussion of the character, professional competence, or physical or mental health of an individual
- (b) strategy sessions to discuss collective bargaining
- (c) strategy sessions to discuss pending or reasonably imminent litigation
- (d) strategy sessions to discuss the purchase, exchange, or lease of real property
- (e) strategy sessions to discuss the sale of real property

11. ADJOURNMENT

This meeting may be held electronically to allow a councilmember to participate by teleconference.

The next regularly scheduled meeting will be May 8, 2019.

The Public is invited to participate in all City Council meetings. In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City Recorder at least 24 hours prior to the meeting by calling (801) 226-1929.

I the undersigned duly appointed Recorder for Vineyard, hereby certify that the foregoing notice and agenda was emailed to the Salt Lake Tribune, posted at the Vineyard City Hall, the Vineyard City Offices, the Vineyard website, the Utah Public Notice website, and delivered electronically to city staff and to each member of the Governing Body.

AGENDA NOTICING COMPLETED ON: April 9, 2019

CERTIFIED (NOTICED) BY: /s/ Pamela Spencer

PAMELA SPENCER CITY RECORDER

**MINUTES OF A REGULAR
VINEYARD CITY COUNCIL MEETING**
City Hall, 125 South Main Street, Vineyard, Utah
March 13, 2019 at 6:04 PM

Present

Mayor Julie Fullmer
Councilmember Tyce Flake
Councilmember Chris Judd
Councilmember Nate Riley

Absent

Councilmember John Earnest

Staff Present: City Manager/Finance Director Jacob McHargue, Public Works Director/City Engineer Don Overson, Assistant City Engineer Chris Wilson, Building Official George Reid, City Attorney David Church, Sergeant Holden Rockwell with the Utah County Sheriff's Office, Community Development Director Morgan Brim, Water/Parks Manager Sullivan Love, Records Management Assistant Kelly Kloefer

Others Speaking: President of the Universal Society of Hinduism Rajan Zed, Resident Wayne Holdaway, Clean Air Task Force member Josh Gilman, Pete Evans with Flagship Homes

6:04 PM **REGULAR SESSION**

Mayor Fullmer opened the session at 6:04 PM. Rajan Zed, President, Universal Society of Hinduism, gave the invocation, and Councilmember Flake led the Pledge of Allegiance.

OPEN SESSION – Citizens' Comments

Mayor Fullmer opened the public session.

Pete Evans with Flagship Homes reported that this week Flagship had acquired all of the property from Anderson Geneva and its associated entities. He stated that Flagship Homes was looking forward to working with the city council and staff on the remaining parcels on the Geneva site to develop it to its potential for the community. He offered to answer any questions.

Mr. Church asked about the Eastlake at Geneva industrial subdivision in north Vineyard. Mr. Evans replied that yes, Flagship acquired whatever interest Anderson Geneva still had there. Councilmember Riley asked if it included all reimbursement funds. Mr. Evans responded with a qualified yes, and further explained that in the purchase agreement, there were some previous reimbursement requests and Anderson Geneva retained the right to continue to seek those reimbursement requests. Other than those, all approved RDA reimbursements would go to Flagship Homes. Mr. McHargue sought clarification on existing reimbursement agreements such as those with Utah Valley University (UVU) and the Megaplex. Mr. Evans confirmed that Flagship had acquired all approved reimbursement agreements.

MAYOR AND COUNCILMEMBERS' REPORTS/DISCLOSURES/RECUSALS

Councilmember Flake gave an update on the current session of the Utah State Legislature. One bill he highlighted was House Bill 228 Towing Revisions, which was before legislature this evening. Mayor Fullmer explained that this bill took the authority to regulate towing away from the city and gave it to the state. She said that she had written to urge them to keep the authority with the cities, and that others had also been working on this, such as Mayor Kaufusi of Provo and the Utah League of Cities and Towns. The discussion continued. Mayor Fullmer also mentioned Senate Bill 268 Transportation Infrastructure Bond Amendments and how that might affect the city.

STAFF, COMMISSION, AND COMMITTEE REPORTS

City Manager/Finance Director – Jacob McHargue- Mr. McHargue reported that staff had been meeting with Orem City and Central Utah Project (CUP) about the water tank and that he would update the council as that continued to progress. He also reported that the city had a meeting scheduled with Alpine School District regarding a potential site for a school.

Public Works Director/Engineer – Don Overson – Mr. Overson had no new items to report.

City Attorney – David Church – Mr. Church had no new items to report.

Utah County Sheriff's Office – Sergeant Holden Rockwell – Sergeant Rockwell had no new items to report.

Community Development Director – Morgan Brim – Mr. Brim had no new items to report.

City Recorder – Pamela Spencer – Ms. Spencer was excused.

Building Official – George Reid – Mr. Reid had no new items to report.

Water/Parks Manager Sullivan Love – Mr. Love had no new items to report.

Clean Air Task Force – Resident Josh Gilman – Committee Member – Mr. Gilman reported on the recent meeting of the Utah Chamber of Commerce Clean Air Task Force, where they discussed the Utah Transit Authority's (UTA) UVX line, which ran between UVU and BYU. Monthly riders had doubled in the past six months, and the Task Force felt it was a good product that people were starting to use. He was in contact with the Heritage Commission about a booth to raise awareness about air quality at the upcoming Vineyard Heritage Celebration. He then addressed the state's Commercial Property Assessed Clean Energy (C-PACE) program. Councilmember Flake asked where the closest air quality monitor was located, and what were the options for funding to get an air quality monitor in the city. Mr. Gilman replied that he would find out and report back to the council.

DISCUSSION ITEMS

No items were submitted.

99 **CONSENT ITEMS**

100 **6.1** Approval of the February 27, 2019 City Council Meeting Minutes

101 **6.2** Approval of the cost for the Public Works property improvements – water and sewer

102
103 Mayor Fullmer called for a motion to approve the consent items.

104
105 **Motion:** COUNCILMEMBER FLAKE MOVED TO APPROVE CONSENT ITEMS 6.1 AND
106 6.2. COUNCILMEMBER JUDD SECONDED THE MOTION. MAYOR FULLMER,
107 COUNCILMEMBERS FLAKE, JUDD, AND RILEY VOTED AYE. COUNCILMEMBER
108 EARNEST WAS ABSENT. MOTION CARRIED WITH ONE ABSENT.

109
110 **MAYOR’S PROCLAMATION**

111 **7.1** The Mayor will proclaim April 26, 2019 as Arbor Day.

112
113 Mayor Fullmer proclaimed April 26, 2019 as Arbor Day in Vineyard, and urged all citizens to
114 plant trees to gladden the heart and promote the well-being of this and future generations. She
115 added that the city would be having an Arbor Day celebration and had obtained a grant to plant
116 trees, which would be done during the Spring Cleanup event.

117
118 **Motion:** COUNCILMEMBER JUDD MOVED TO SUPPORT THE MAYOR’S
119 PROCLAMATION. COUNCILMEMBER FLAKE SECONDED THE MOTION. MAYOR
120 FULLMER, COUNCILMEMBERS FLAKE, JUDD, AND RILEY VOTED AYE.
121 COUNCILMEMBER EARNEST WAS ABSENT. MOTION CARRIED WITH ONE
122 ABSENT.

123
124 **BUSINESS ITEMS**

125 **8.1 DISCUSSION AND ACTION – Zoning Text Amendment, Ordinance #2019-01:**
126 **Regulations for Golf Driving Ranges**

127 Planning staff will present amendments to the Zoning Code allowing for golf safety netting
128 height, standards for protection netting, requirements for site and building lighting and
129 minimum buffering from residential uses. The City Council will take appropriate action.
130 *(This item was continued from the February 27, 2019 City Council Meeting, where a public*
131 *hearing was held.)*

132
133 Mayor Fullmer turned the time over to Community Development Director Morgan Brim.

134
135 Mr. Brim explained that at the public hearing at the February 27, 2019 City Council Meeting,
136 there were three changes suggested by the City Council that staff had then added to the
137 Amendment. He gave a brief summary of the changes.

138
139 Councilmember Judd asked what the feedback was from the owner of the site. Mr. Brim said
140 that they had not responded but that the driving range was about 500 feet from residential zones.

141
142 **Motion:** COUNCILMEMBER JUDD MOVED TO APPROVE ORDINANCE 2019-01.
143 COUNCILMEMBER RILEY SECONDED THE MOTION. ROLL CALL WENT AS
144 FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, JUDD, AND RILEY
145 VOTED AYE. COUNCILMEMBER EARNEST WAS ABSENT. MOTION CARRIED WITH
146 ONE ABSENT.

148 **8.2 DISCUSSION AND ACTION – Adopting Rules of Procedure – Resolution 2019-03**

149 As per Utah Code 10 -3-606 (2)(a), a municipal legislative body shall adopt rules of order
150 and procedure. City Attorney David Church will present recommended rules of procedure for
151 public meetings. The City Council will possibly act to adopt by resolution, the rules of
152 procedure for conducting a public meeting of the legislative body.

153
154 Mayor Fullmer turned the time over to David Church.

155
156 Mr. Church explained that City Recorder Pamela Spencer had not been able to find Vineyard's
157 officially adopted rules of parliamentary procedure. State law required that city councils adopt
158 rules of procedure and conduct and have a copy of it available for public review. He gave a brief
159 summary of the Rules of Procedure and Order that would govern the meetings of the Vineyard
160 City Council. He added that the rules may be changed or modified in the future to become more
161 or less formal, by resolution. The discussion continued.

162
163 Mayor Fullmer called for a motion.

164
165 **Motion:** COUNCILMEMBER FLAKE MOVED TO ADOPT THE RULES OF PROCEDURE
166 RESOLUTION 2019-03. COUNCILMEMBER RILEY SECONDED THE MOTION. ROLL
167 CALL WENT AS FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, JUDD,
168 AND RILEY VOTED AYE. COUNCILMEMBER EARNEST WAS ABSENT. MOTION
169 CARRIED WITH ONE ABSENT.

170
171 **8.3 DISCUSSION AND ACTION – Comcast Franchise Agreement Ordinance 2019-03**

172 Staff will present a Franchise Agreement between the City of Vineyard and Comcast of
173 California/Massachusetts/Michigan/Utah, LLC. The mayor and City Council will act to
174 approve (or deny) this agreement by Ordinance.

175
176 Mr. McHargue explained that this agreement had expired and they were simply renewing it. Mr.
177 Church explained a franchise agreement was defined as a right that a city gave to private
178 businesses to use public property for their business purposes.

179
180 Councilmember Riley asked about exclusivity. Mr. Church confirmed that franchise agreements
181 could not be exclusive.

182
183 Mayor Fullmer called for a motion.

184
185 **Motion:** COUNCILMEMBER JUDD MOVED TO APPROVE ORDINANCE 2019-03.
186 COUNCILMEMBER FLAKE SECONDED THE MOTION. ROLL CALL WENT AS
187 FOLLOWS: MAYOR FULLMER, COUNCILMEMBERS FLAKE, JUDD, AND RILEY
188 VOTED AYE. COUNCILMEMBER EARNEST WAS ABSENT. MOTION CARRIED WITH
189 ONE ABSENT.

190
191 **CLOSED SESSION**

192 No closed session was held.

193
194 **ADJOURNMENT**

195 Mayor Fullmer called for a motion to adjourn the meeting.

Motion: COUNCILMEMBER FLAKE MOVED TO ADJOURN THE MEETING AT 6:30 PM.
COUNCILMEMBER RILEY SECONDED THE MOTION. MAYOR FULLMER,
COUNCILMEMBERS FLAKE, JUDD, AND RILEY VOTED AYE. COUNCILMEMBER
EARNEST WAS ABSENT. MOTION CARRIED WITH ONE ABSENT.

MINUTES APPROVED ON: _____

CERTIFIED CORRECT BY: _____
KELLY KLOEPFER, RECORDS MANAGEMENT ASSISTANT

DRAFT



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 4-10-2019

Agenda Item: 7.2 Road Treatment Plan

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:

We are continually working to preserve and extend the life of our infrastructure to save future replacement dollars. For asphalt preservation we have used the HA5 product as a preservation coating in our subdivisions. There is only one company, Holbrook Asphalt Co., that provides this product and therefore it is sole sourced. Our goal is to complete yearly projects as the budget allows by area priority. This year's asphalt preservation will focus on 3 subdivisions; The Gardens, The Maples, and LeCheminant. The work will include cleaning and surface prep, crack seal repair, and the HA5 preservation coating. While working on these subdivisions, the contractor will also complete warranty touch up in areas completed in past years. The application of the HA5 product will require complete closure of roads within subdivisions for up to a day. The contractor will notify all residents and work with staff to minimize the impact to the residents.

Fiscal Impact:

There is no increase to the current budget.

Recommendation:

Motion to Approve

Sample Motion:

Motion to approve the 2019 HA5 project and allow staff to proceed with the work as proposed.

Attachments:

Holbrook Asphalt Co. Proposal



Utah Office
1545 E Commerce Dr.
St. George, UT 84790
435.652.4427

Nevada Office
2900 Meade Ave, Ste 7
Las Vegas, NV 89118
702.823.3902

Arizona Office
3806 S 16th Street
Phoenix, AZ 85040
602.307.0425

PROPOSAL

Date	Number
Mar 15, 2019	HAA 194817

www.HolbrookAsphalt.com

Client	Project Description	Project Location
Town of Vineyard C/O Town of Vineyard Attn: Chris Wilson 125 S Main Street Vineyard, Utah 84058	2019 High Density Mineral Bond Advisor: Aaron Eppley aaron@holbrookasphalt.com 435-703-0023	Town of Vineyard Multiple Locations - see maps Vineyard, Utah 84058

Description	Qty	U/M	Price	Total
452 HA5 (HDMB) SF - Clean & prepare surface using high pressure air & wire bristle brooms - Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment - No guarantee surface treatments will adhere to areas saturated with motor oil - HA5 meets demands of High Density Mineral Bond Specification established by agency engineers	348,881	SqFt	\$0.22	\$76,753.82
535 Crack Repair 1/4"+ (Length) Clean & prepare cracks if necessary. Install Hot-Applied Elastomeric Sealant to all cracks larger than 1/4 inch.	6,978	Lf	\$0.55	\$3,837.90

NOTES:

(1) Standard cleaning is included in the unit price. Items NOT considered to be Standard Cleaning include: heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project.

(2) Traffic control will require 24-hour residential road closures. If additional closures/methods are required, additional traffic control costs will be added.

(3) HDMB pricing reflects projects to be scheduled during the same time period.

(4) Pavement markings can be added upon request.

Total	\$80,591.72
-------	--------------------

* I have read and agree with the Terms and Conditions on the subsequent page(s) of this proposal.

Signature _____ Print Name _____ Date _____ Holbrook Asphalt Co _____



PROPOSAL

Date	Number
Mar 15, 2019	HAA 194817

Terms and Conditions

Proposal and pricing void 45 days from date listed on proposal. Any proposals signed that are dated longer than 45 days may have a revised and updated proposal resubmitted to client for signing.

EXCLUSIONS: Holbrook Asphalt Co. ("Contractor") is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Client is responsible for having automatic or manual gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: we are not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Pricing based on no more than depth dimensions listed. Upon construction, if it is determined that concrete or asphalt depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. We are not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Due Upon Completion (Completion by line item 'Progress Billing' and/or completion of project core)

There may be concerns from Client following completion. Upon request, post-project walk-throughs may be scheduled to review concerns. Payment will remain due upon invoice. Contractor is committed to client satisfaction and resolving concerns, though at times, this may be delayed. As the Client, I agree to not withhold payment due to walk-through requests, cleaning, touch-up, or warranty concerns. I understand and agree that I will be billed for towing as incurred and will be due on receipt. I agree that if I demand to retain payment until warranty work or touch up is completed, the retainer will be a fixed amount of 5% of invoice, up to \$750.00. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. I agree that I may be billed as each line item is completed and each item may become their own respective invoice.

I understand that interest accrues on all past-due amounts at 24% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40%, and Client agrees to pay all fees accrued by collection efforts. These terms apply to all amount(s) incurred by me and for whom I have committed management responsibility, regardless of timing. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include Bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), I agree that Holbrook Asphalt Co. may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancelation partially or entirely on any project. Delays include project demand and material supply.

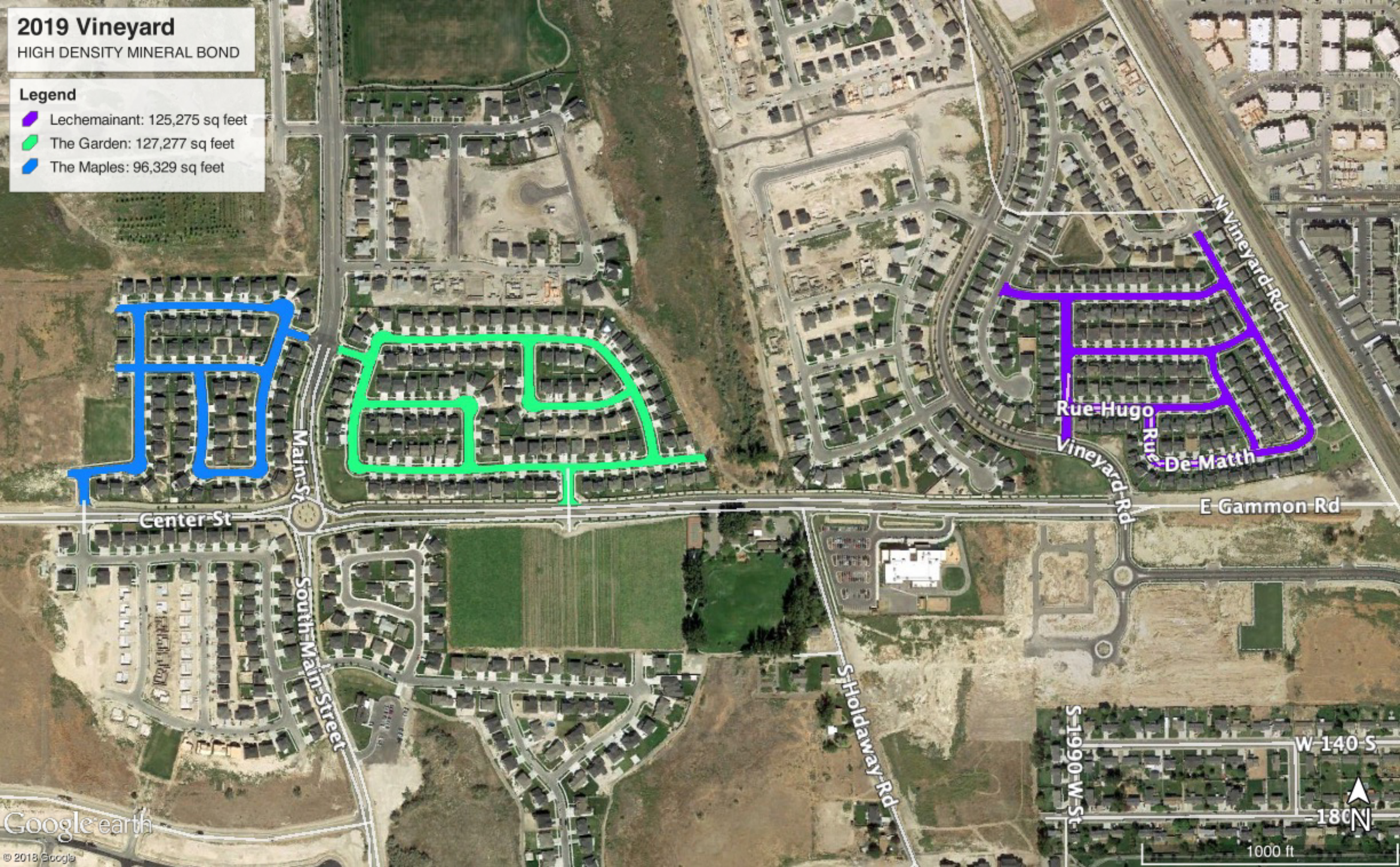
INSURANCE: These insurance limits are listed by Holbrook Asphalt to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Holbrook Asphalt agrees to differing limits. Certificates available upon request.

GENERAL LIABILITY: \$1m (inc.), \$2m (agg.) AUTO: \$1m UMBRELLA: \$2m (inc.), \$2m (agg.) PERSONAL INJ: \$1m WORKERS COMP: \$1m

Ver.2018.3

2019 Vineyard
HIGH DENSITY MINERAL BOND

- Legend**
- Lechemainant: 125,275 sq feet
 - The Garden: 127,277 sq feet
 - The Maples: 96,329 sq feet



Community Development

Date: April 10, 2019
From: Elizabeth Hart, Planner
To: City Council
Item: Consent
Address: 707 E Mill Road
Applicant: Washburn Associates



INTRODUCTION:

The applicant is requesting final plat approval for an amended condominium plat. The plat includes a condominium conversion of a commercial-office development, that is under construction, into eight (8) commercial condominium units. The City Council originally approved the final plat on October 10, 2018. The subject property is located at 707 E Mill Road in the Regional Mixed Use (RMU) district. The projected previously received site plan approval from the Planning Commission in July 2017 and consists of a three (3) story office building. The applicant is requesting approval in order to sell individual units within the approved development, and as required by Utah State Code has prepared and submitted a condominium plat for City approval.

The amendment includes the addition of one (1) unit on the third (3rd) floor of the building.

FINDINGS:

Staff has reviewed the proposed condominium plat and it does conform to the approved site plan. Staff is recommending approval with the listed conditions below.

CONDITIONS:

- 1) The applicant submits and records the required condominium declarations and related document with the Utah County Recorder.
- 2) The applicant makes any redline corrections and pays any required fees.
- 3) The applicant is subject to all federal, state and local laws.



Community Development

PROPOSED MOTION:

I move to grant final subdivision plat approval for the amended Utah Valley Home Builders Association Condominiums plat with the conditions as listed above.

ATTACHMENTS:

Final Plat Application

Final Plat



FINAL SUBDIVISION APPLICATION

Please Note: Attachment of request specific documents is required prior to processing your application.

APPLICATION DATE: _____

APPLICANT(S): Washburn Associates

ADDRESS OF APPLICANT: 825 N 900 W Orem 84057

BUSINESS PHONE #: _____

CELL PHONE #: 801-368-4700

EMAIL ADDRESS: washburnsmith@gmail.com

FAX NUMBER: _____

CURRENT ZONING DISTRICT DESIGNATION: _____

NUMBER OF PROPOSED NEW LOTS: 8

LOCATION/ADDRESS OF PROPOSED FINAL SUBDIVISION: 707 East Mill Road

TOTAL ACREAGE OF PROPOSED FINAL SUBDIVISION: 2 acres

NAME OF PROPERTY OWNER(S): 12th Valley Homebuilders Association

CHECK APPLICABLE PERMIT ATTACHMENT:

☐	CONDITIONAL USE PERMIT	☒	FINAL PLAT
☐	GENERAL MAP/PLAT AMENDMENT	☐	LAND DISTURBANCE PERMIT
☐	MINOR PLAT AMENDMENT	☐	PERMITTED USE SITE PLAN
☐	PRELIMINARY SUBDIVISION	☐	ROAD CUT PERMIT
☐	TEMPORARY USE PERMIT	☐	VARIANCE APPLICATION

SIGNATURE OF APPLICANT(S):

[Signature]

Applicant Signature

12/25/19

Date

Co-Applicant Signature

Date

OFFICE USE ONLY			
DATE RECEIVED		DATE OF APPROVALS	
Initial Submittal	Complete Submittal	Planning Commission	Town Council
Type of Request	Staff Comments:		
PAYMENT INFORMATION			
Amount Due	Date Paid	Amount Paid	Check #

Only fully completed submittals may be accepted in office. If the submittal is incomplete in any way, it must be returned to the applicant.

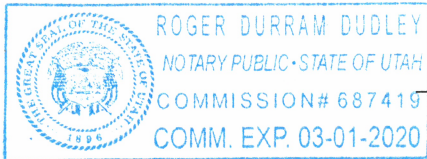
PROPERTY OWNER AFFIDAVIT

STATE OF UTAH }
 }ss
COUNTY OF UTAH}

I, the undersigned, Utah Valley Homebuilders Association, as owner(s) of the property identified in the attached application, depose that the statements herein contained in this application and the information provided in the attached plans and exhibits are in all respects true and correct to the best of my knowledge.

UHVBA - Steve Caldwell

(Property Owner)



(Property Owner)

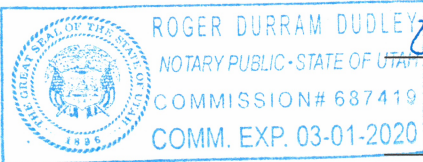
Subscribed and sworn before me, Roger D. Dudley, a Notary Public, on this 25th day of Feb., 20 19.

[Signature]
(Notary Public)

My commission expires: 3-1-20

AGENT AUTHORIZATION AFFIDAVIT

I, the undersigned, _____, as owner(s) of the real property described in the attached application, do authorize the following: Toni Washburn - Washburn Associates, as agent(s) and designated representative(s) regarding the attached application, to appear on my behalf before any administrative or legislative body in the Town of Vineyard considering this application, and to act in all respects as agent(s) in matters pertaining to the attached application.



UHVBA - Steve Caldwell

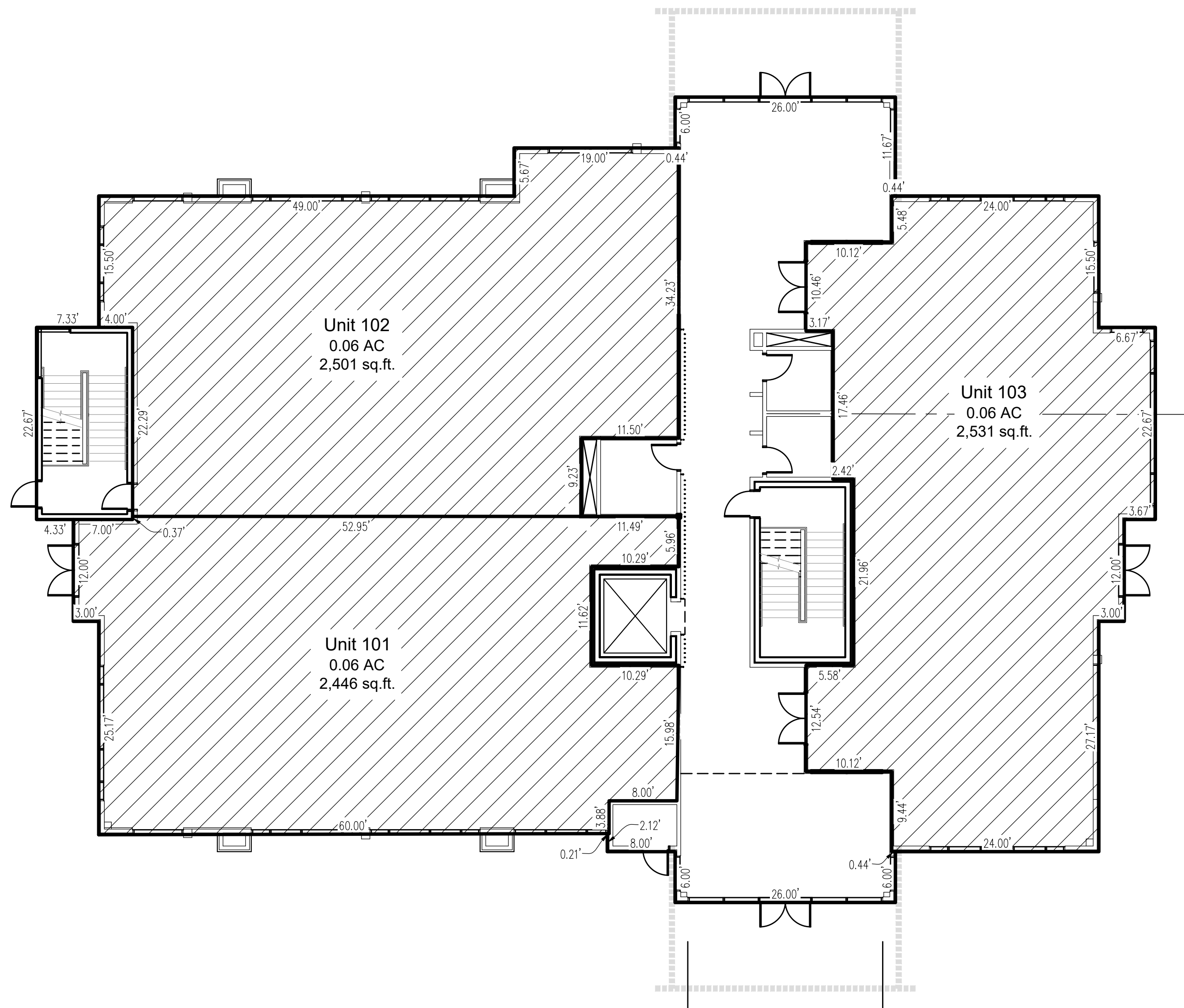
(Property Owner)

(Property Owner)

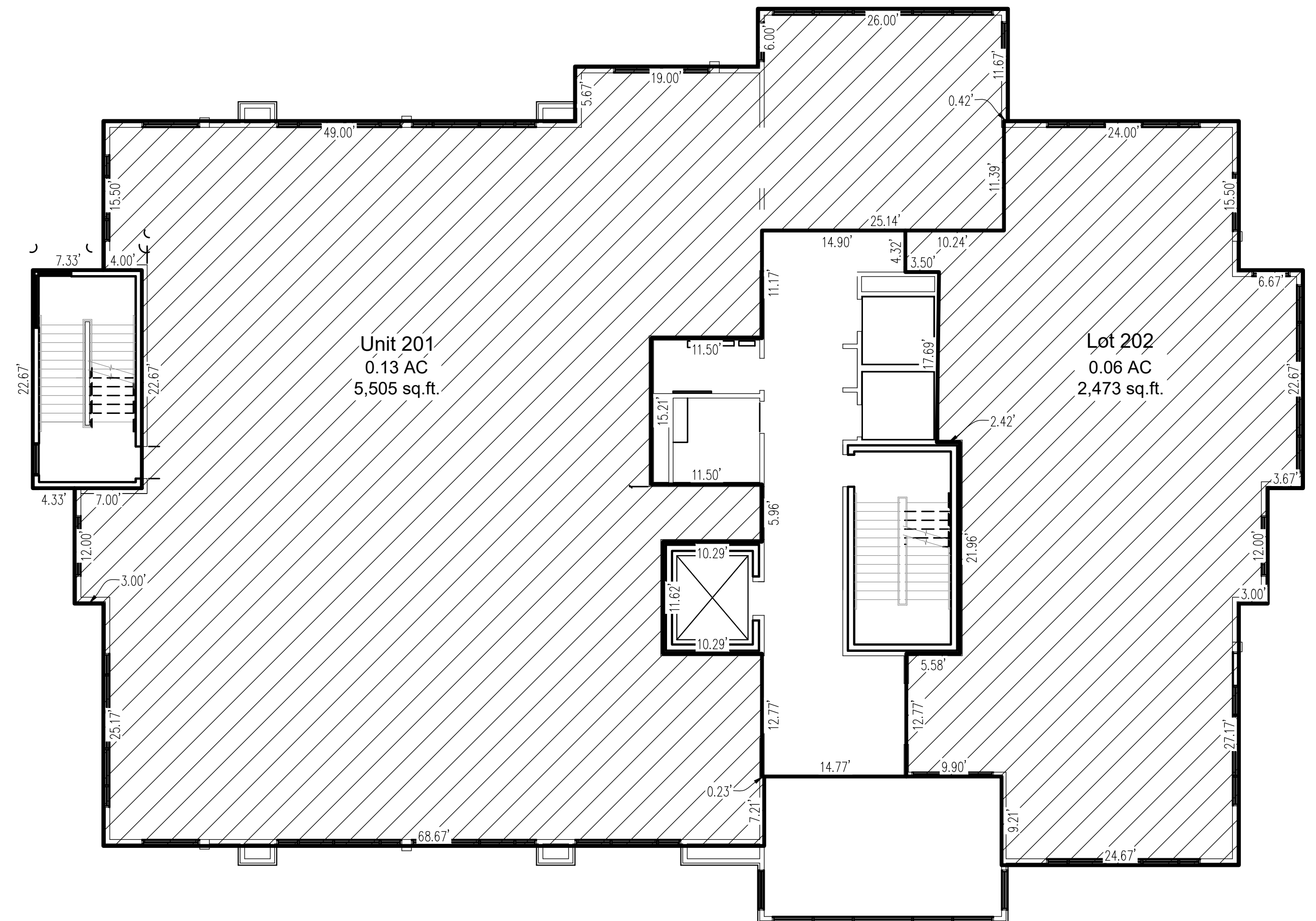
Dated this 25th day of Feb., 20 19, personally appeared before me, STEVE CALDWELL, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

[Signature]
(Notary Public)

My commission expires: 3-1-20



MAIN FLOOR

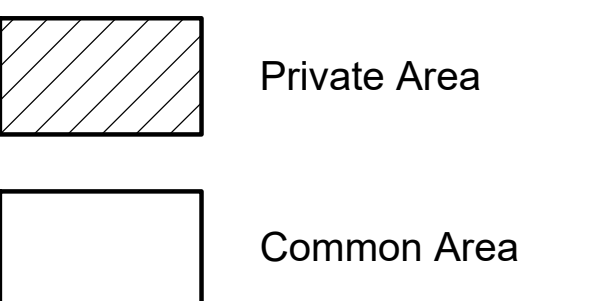


2ND FLOOR

BUILDING DIMENSION NOTES:

Building dimensions shown are to exterior face of exterior walls and centerline of interior separation walls.

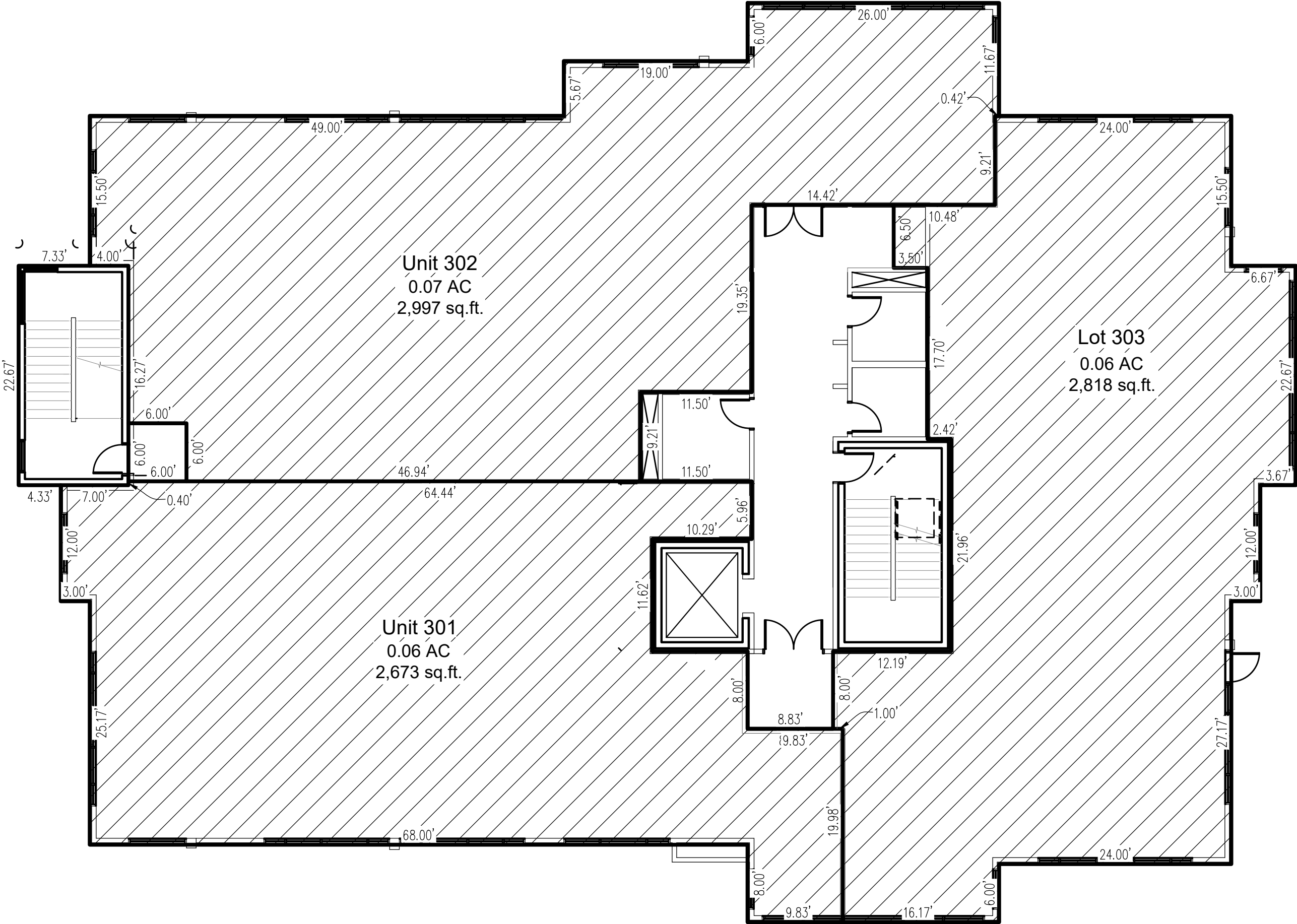
All walls unless otherwise specified are 90° or parallel.



UVHBA Condominiums Amended

SHEET 2 OF 4 SHEET(S)

PREPARED BY	ENTRY No.
	STATE OF UTAH
	COUNTY OF
	RECORDED AND FILED AT THE REQUEST OF
DATE	TIME
Fee	COUNTY RECORDER



3RD FLOOR

BUILDING DIMENSION NOTES:

Building dimensions shown are to exterior face of exterior walls and centerline of interior separation walls.

All walls unless otherwise specified are 90° or parallel.

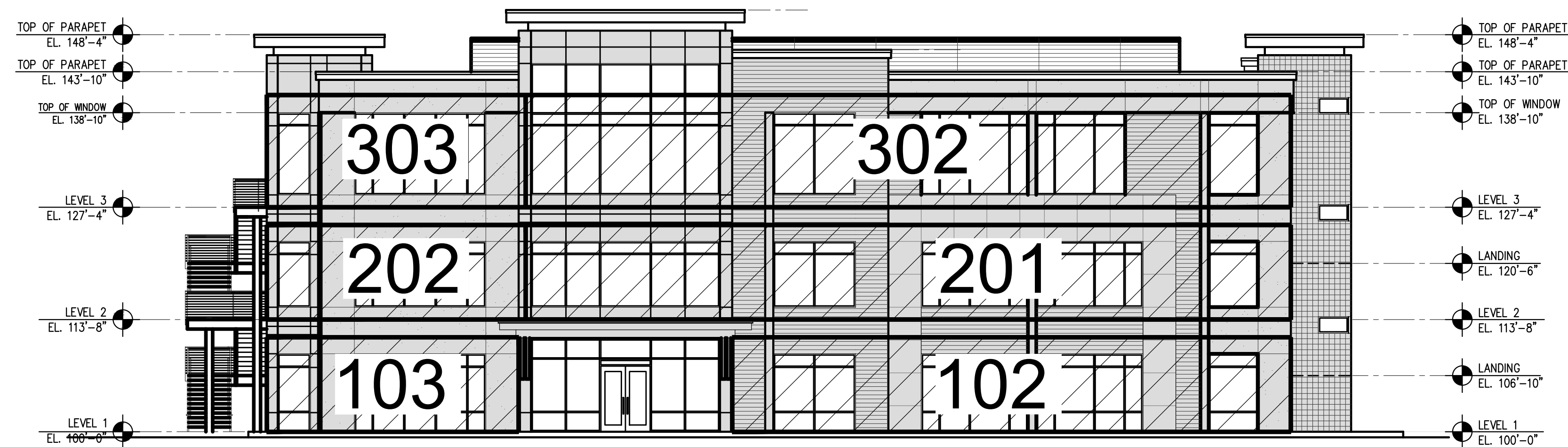
Private Area

Common Area

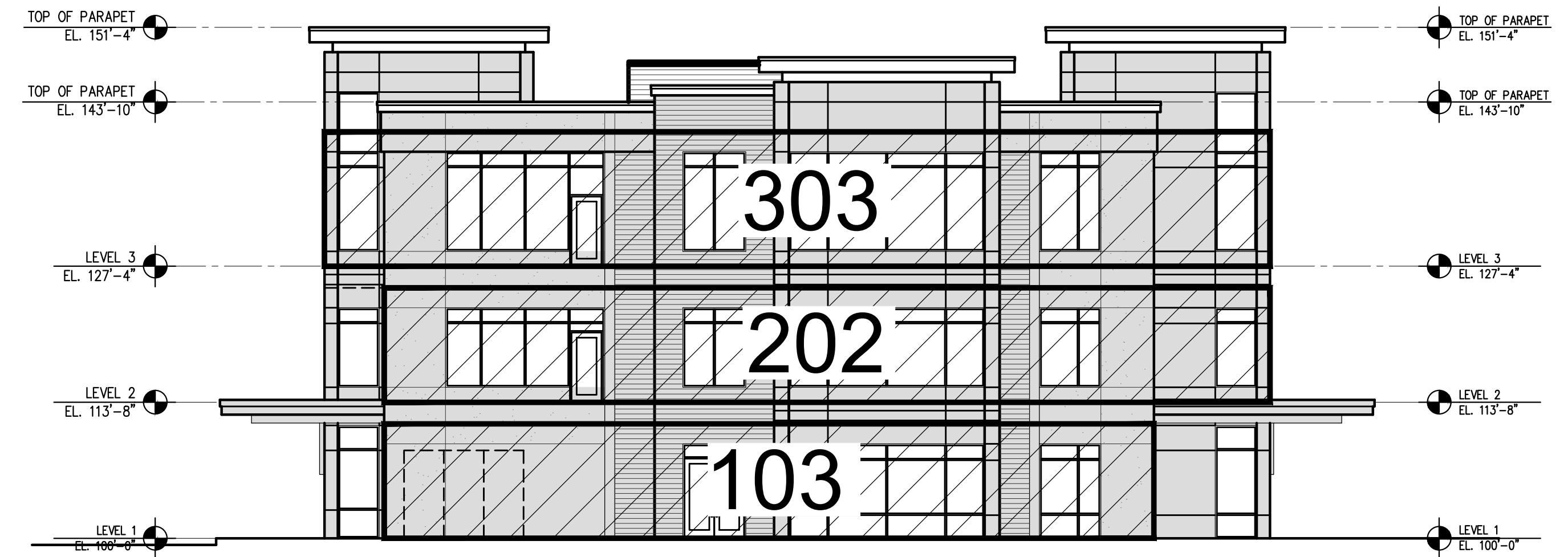
UVHBA Condominiums Amended

SHEET 3 OF 4 SHEET(S)

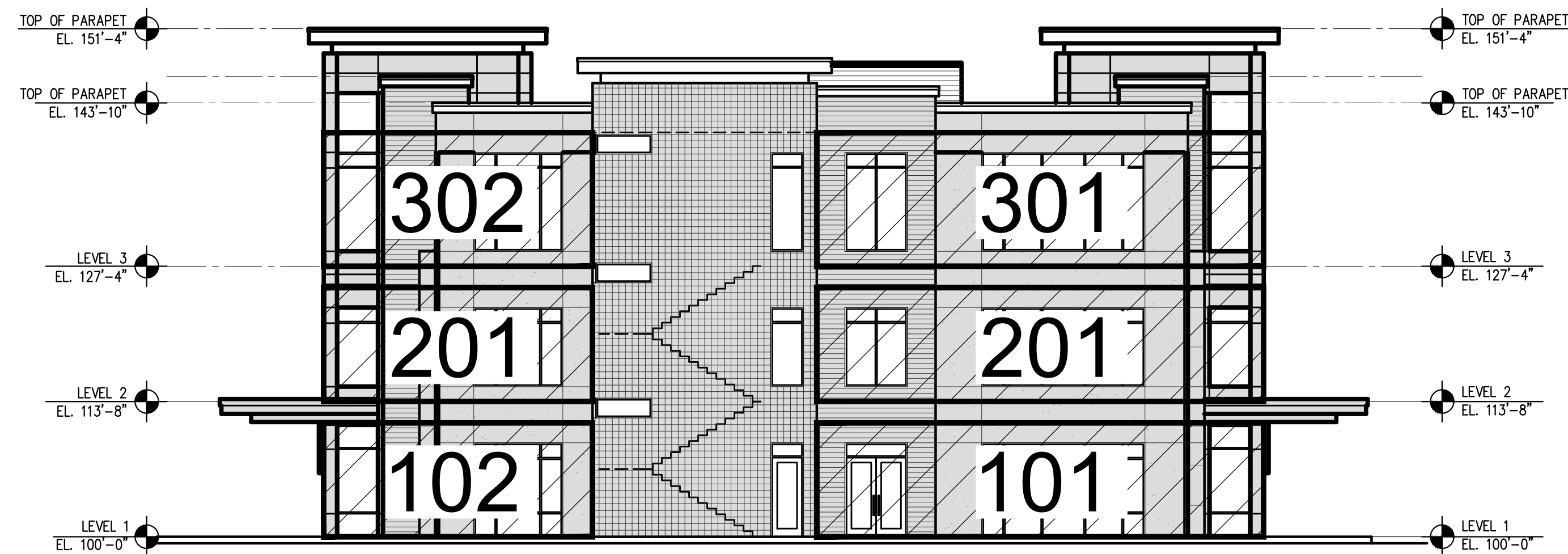
PREPARED BY DUDLEY AND ASSOCIATES INC.	ENTRY No.
	STATE OF UTAH
	COUNTY OF
	RECORDED AND FILED AT THE REQUEST OF
	DATE TIME MAP
	Fee
	COUNTY RECORDER



NORTH ELEVATION



EAST ELEVATION



WEST ELEVATION

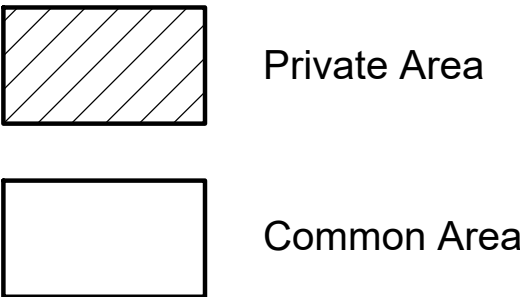


SOUTH ELEVATION

BUILDING DIMENSION NOTES:

Building dimensions shown are to exterior face of exterior walls and centerline of interior separation walls.

All walls unless otherwise specified are 90° or parallel.



UVHBA Condominiums Amended

SHEET 4 OF 4 SHEET(S)

PREPARED BY DUDLEY AND ASSOCIATES INC.	ENTRY No. _____
	STATE OF UTAH _____ COUNTY OF _____
	RECORDED AND FILED AT THE REQUEST OF _____
	DATE _____ TIME _____ MAP _____
	Fee _____ COUNTY RECORDER _____



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: 4-10-2019

Agenda Item: 7.4 Black & McDonald Contract

Department: Public Works

Presenter: Chris Wilson

Background/Discussion:

The City currently contracts with Black & McDonald to install and maintain our street light network. The current contract has ended and the staff proposes to extend the contract for an additional 2 years.

Fiscal Impact:

No change to current budget.

Recommendation:

Motion to Approve

Sample Motion:

Motion to approve the 2-year contract extension with Black & McDonald for street light installation and maintenance as proposed.

Attachments:

Current Black & McDonald Contract

Contract Name	Streetlight Maintenance & Construction Services- City of Vineyard, UT
Customer	City of Vineyard, UT
JDE Job Numbers	763815031 (Maintenance), 15032 (Extras), 15033 (New Construction) Was 11031 <i>update BU on assets</i>
Job Location	Vineyard, UT
Term	5 years, 2/20/14- 2/19/19
# of Lights	100 (?) 158 as of 3/31/2015
B&M Point of Contact	

Response Times	
Routine	48 hrs Basic Maintenance
Non-Routine	10 Days UG, KD, CC

LD's & Taxes	
Liquidated Damages	\$25/day
Tax Exemption	

Call Sources:	
Resident Calls, Night Patrol, Day Patrol	

Scope of Work	Yes	No	Comments
Routine	x		Bulbs, PCs, Lenses, Ballasts, Starters, Heads, Branch conductor, fuses, breakers, some UG
Extras	x		Decorative fixtures, LED components, make safes, pole repl, UG, pole paints, storm work
3rd Party	x		Repair but no collections
Locates		x	
Material Storage	x		Basic items, a few poles
Night Patrol	x		And day patrol- monthly
Warranty Recovery			
Area Lights		x	
Construction	x		
Asset Inventory			

Invoicing	Yes	No	Comments
Unit Price/Yr	x		Functional lights, Deco (Non-LED), LED sep
T&E	x		Stlt Layouts, Installations, Removals, Relocations, deco material
Lump Sum			
Quoted	x		Construction work
Unit Price List	x		Make safes, painting, inspection services

Requirements	Yes	No	Comments/Notes	Due	Who	Assigned To
Invoices	x		Monthly, routine, extras billed sep	EOM		
Monthly Reports	x		Detailed by call			
Quarterly Reports						
Weekly Updates						
Other submittals	x		As-builts for construction, 6 weeks			

Invoice Details- Routine		Due	Who	Assigned To
Update number of lights	Send detailed list of lights maintained			
Update frequency?				
Invoice Preparation				
Send Invoice				

Invoice Details- Extra Work		Due	Who	Assigned To
Invoice Approval- Customer				
Billing frequency?				
Invoice Preparation				
Send invoice				
Where to?				

Night Patrol Details		Due	Who	Assigned To
Frequency?				
Updates to GIS				
Reports to Customer				

Work Management		Due	Who	Assigned To
Work Order Creation				
MUT assignment				
Time Entry				
Inventory Transactions				
Closing WO/Failure Desc				
Filing				
Additional Reporting				

Other		Due	Who	To

Additional Notes:

PROFESSIONAL SERVICES CONTRACT

Award Form

This Professional Services Contract ("Contract") is made effective this 12 day of February, 2014 ("Effective Date") by and between the Town of Vineyard, a Municipality in the State of Utah ("City") and Custom Lighting Services, LLC d.b.a. Black & McDonald, a corporation with an office at 9901 South Prosperity Road, West Jordan, Utah 84081 ("Contractor"). The Contract consists of the General Contract Clauses contained herein and Exhibit I.

Town of Vineyard, Utah


Randy Farnworth
Mayor

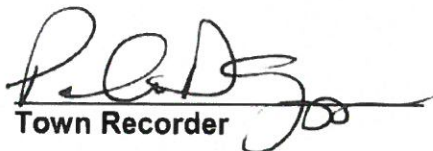
Feb. 12 - 2014
Date

CLS, LLC dba Black & McDonald


James Bleak
Division Manager

Feb. 20, 2014
Date

Attest:


Town Recorder



RECITALS

Black & McDonald ("Contractor") desires to provide certain asset management, street light maintenance and construction services for the Town of Vineyard ("City").

The City desires to engage the Contractor for such services.

GENERAL CONTRACT CLAUSES

A. Definitions

As used in this Contract, the following terms have the following meanings:

1. "Work" means maintenance and repair work and an entire constructed project or the various separately identified parts thereof required to be furnished under the Contract. Work includes the performing or furnishing of all services and documents required by this Contract.
2. "Site(s)" means the land in or on which work is to be completed.
3. "Contract" or "Agreement" means this document consisting of Sections A through Y, and all incorporated exhibits, appendices and attachments.
4. "Days" means business days unless otherwise specified in the Contract.
5. "Service Standards" means the performance requirements stated in Section E of Exhibit I of this Contract.

B. Contractor Scope of Services

Contractor shall provide the scope of services for the City as described in Exhibit I, attached hereto and incorporated by this reference.

C. Payment

For the services supplied by the Contractor hereunder, the Contractor shall be paid as specified in Exhibit I, Section G.

D. Contract Administration

1. City shall inform Contractor of the identity of the City Representative(s) responsible for administering this Contract.
2. Contractor shall inform City of the identity of the Contractor's Project Manager.

3. Contractor's Project Manager and the City Representative shall confer before the start of any construction, removal, relocation and/or other work to ensure that the nature and scheduling of the job's activities are mutually understood, and shall meet as often as necessary during the job's duration to discuss the progress made, impediments encountered or expected and their resolution, and all other relevant matters.

E. Jurisdiction

This Contract shall be construed under the laws of the State of Utah without regard for the conflicts of provisions thereof. The venue for any action to enforce the provisions of this Contract to be filed and heard shall be the appropriate court within the State of Utah.

F. Notices

All notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. All notices shall be directed to the following addresses:

The City: Vineyard Town Hall
 Attention:
 240 East Gammon Road
 Vineyard, UT 84058

The Contractor: Custom Lighting Services, LLC d.b.a. Black & McDonald
 Attention: Division Manager
 9901 S Prosperity Road
 West Jordan, UT 84081

G. Records and Audits

The Contractor shall keep accurate books, records and supporting data in hardcopy or electronic form for at least five (5) years. For time, equipment and material work, City shall have the right to audit all Contractor books relating to the charges. For Unit Prices, City shall have the right to audit Contractor books relating to the number of units completed. Charges, which are more than five (5) years old, shall not be subject to audit and are deemed final. If an audit determines that an overpayment or underpayment has occurred, then notice of such overpayment or underpayment shall be given to the Contractor together with that portion of the audit, which supports the determination. If the determination is not disputed, then the payment or refund shall be paid within 30 days of the determination.

H. Confidentiality

The parties acknowledge that this Contract and the records generated in the performance thereof are generally public records under the current provisions of the

Utah Government Records Access and Management Act ("GRAMA"), and the parties agree to comply with the provisions of GRAMA. However, nothing herein shall be construed as an acknowledgment or admission that Contractor's records are public records within the meaning of GRAMA, nor to require Contractor to produce its own records in response to any records request filed under the provisions of GRAMA.

I. Insurance

During the performance of this Contract, the Contractor shall maintain the following insurance with the City identified as an additional insured on the General Liability and Automobile insurance certificates.

1. General Liability insurance, with combined single limits of at least \$2,000,000 for each occurrence and \$3,000,000 in the aggregate.
2. Automobile Liability Insurance, with a combined single limit of at least \$1,000,000 for each person and \$1,000,000 for each occurrence.
3. Workers' Compensation Insurance in accordance with statutory requirements.
4. Employer's Liability with limits of at least \$1,000,000.

The above insurance shall not be canceled without at least 30 days notice to City. The City, its elected and appointed officials, employees, volunteers and agents shall be named as additional insured on the General Liability and Automobile insurance certificates. The Contractor shall provide a waiver of subrogation to the City on each of the required certificates, as appropriate. Upon request, the Contractor shall provide City Contract Administration with proof of insurance prior to beginning work on any City site. The insurance must be provided by carriers having at least a Best's rating of B+ or better and be acceptable to City.

J. Indemnification

Contractor shall defend, indemnify and hold City, its elected and appointed officials, employees, volunteers and agents harmless against all claims, liability, including vicarious liability, and expense, including court costs and attorneys' fees, arising out of any personal injury, death or property damage to the extent caused by the fault, including negligence, of Contractor, its subsidiaries and divisions, its officers, employees, or agents. The obligations contained in this section shall survive any termination of this Contract.

City shall defend, indemnify and hold Contractor, its officers, employees and agents harmless against all claims, liability and expense, including court costs and attorneys' fees, arising out of any personal injury, death or property damage to the extent caused by the fault, including negligence, of City.

K. Liens and Indemnification

Contractor shall not permit a lien to be placed on any City property by Contractor's suppliers or subcontractors. Should City receive notice of intent to file a lien from any of Contractor's suppliers or subcontractors, City will notify Contractor. Contractor shall be responsible for and shall indemnify City for all of City's costs, expenses (including attorneys' fees), liabilities, damages, fees, penalties, judgments and settlement costs arising either directly or indirectly from the placement of such lien. Notwithstanding any contrary provisions of this Contract, the foregoing liabilities of the Contractor for the placement of a lien shall only include direct damages.

L. Assignment

Neither party shall have the right to assign any portion of this Contract to a third party without the prior written consent of the other party, and such consent shall not be unreasonably withheld. No assignment shall relieve the parties of their respective obligations under this Contract.

M. Termination for Cause / Non-Funding

City may terminate any Project under this Contract in whole or in part for Contractor's material breach of its obligations under this Contract. In order for Contractor to be in material breach of this Contract, both of the following events must occur:

1. City provides Contractor with timely written notice detailing the specific action or lack of action giving rise to the material breach of contract, as well as the City's recommendation of a reasonable cure for the material breach; and
2. Contractor fails to cure the material breach using the recommended cure from the City or another reasonable cure available to Contractor, within ten working days of receipt of written notice from City or such longer period as may be needed, so long as the cure is commenced within ten days and pursued diligently to completion. Any dispute over the cure or failure to cure shall be subject to Dispute Resolution as defined in Exhibit I, Section (O) (4).

In the event of a material breach of this Contract by Contractor, City may acquire, under the terms and in the manner in which the City considers appropriate, services and equipment similar to those terminated, and the Contractor shall be liable to the City for any reasonable excess costs for those services. However, the Contractor shall continue projects not terminated.

The parties acknowledge that, while this is a multi-year Contract, the laws of the State of Utah prohibit the City from committing any public funds beyond the current budget year. Therefore, although the City intends to seek appropriation of funds for this Contract in future years, the parties agree that should the City be unable to appropriate funds for

the performance of this Contract in subsequent budget years due to fiscal constraints, the Contract shall be deemed terminated and the City shall not be liable for damages or penalties for breach of Contract or for other reasons. However, in the event of termination as a result of non-appropriation, Contractor shall be paid in full for all services performed to the date of non-appropriation. The date of non-appropriation shall be that date on which the City's budget, absent funds appropriated for performance of this Contract becomes effective.

N. Accident Prevention and Compliance

The Contractor shall comply with all OSHA and City safety requirements. Failure to comply may result in Termination for Default, after exercise of the Dispute Resolution provisions herein.

O. Severability

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision, which is of the essence of this Contract, be determined void.

P. Integration

This Contract represents the entire and integrated agreement between City and the Contractor. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

Q. Warranty

1. In addition to any other warranties in this Contract or as otherwise provided by law, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any material defect.
2. This warranty shall continue for one (1) year from the date of final completion and acceptance of any project or work.
3. The Contractor shall remedy, at the Contractor's expense, any failure to conform or any material defect within thirty (30) days of notification by City of such defect.

In addition, the Contractor shall remedy at the Contractor's expense any damage to City property, when the damage is a result of:

- a. Contractor's actions or omissions
- b. The Contractor's failure to conform to Contract requirements
- c. Any material defect of equipment, material, workmanship, or design furnished by Contractor

4. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from date of repair or replacement.

5. City shall notify the Contractor, in writing, within a reasonable time after discovery of any material failure, defect or damage.

6. If the Contractor fails to remedy any material failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage and Contractor shall pay City its actual direct cost of such remedy plus fifteen (15%) percent.

7. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:

- a. Obtain all warranties that would be given in normal business practice
- b. Require all warranties to be executed, in writing, for the benefit of City
- c. Enforce all warranties for the benefit of City

8. In the event the Contractor's warranty under Section (Q) (7) has expired, City may bring suit, at its expense, to enforce a subcontractor, manufacturer, or supplier's warranty.

9. The Contractor shall not be liable for the repair of any defects of material or design furnished by the City.

R. Inspection of Work Prior to Acceptance

1. All work will be subject to City inspection and approval

2. City may appoint inspectors as it deems advisable to inspect the materials furnished and the work performed for compliance with the specifications, drawings, special instructions and generally accepted industry standards. Contractor shall furnish all reasonable assistance required by City and its inspectors for the proper inspection of the work. City inspectors shall have the right and authority to reject any and all work that is unsatisfactory, faulty or defective, or does not conform to the requirements of this Contract. City inspectors shall provide Contractor with a written report citing the

rejected work as well as the specific areas of nonconformance giving rise to the rejection of the work.

Rejected work shall be corrected or replaced by the Contractor at its sole cost and expense, without reimbursement or payment by City. Any dispute over written reports relating to rejected work shall be subject to dispute resolution under Exhibit I, Section (O) (4).

S. Material and Workmanship

All equipment, material, and articles incorporated into the work covered by this Contract shall be new, unless otherwise approved by City in advance of the work and of most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall not be construed as prohibiting substitution with items or processes of equivalent quality, with the consent of the City.

T. Permits and Responsibilities

The Contractor shall, without additional expense to City on unit price or firm price work, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of work. To the extent permitted by law, Contractor shall be entitled to work under City permits. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until Completion and Acceptance. Notwithstanding the foregoing, City shall be responsible for obtaining all easements and rights-of-way.

U. Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements

1. The Contractor shall take reasonable measures to prevent damage to any structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Contract. If tree trimming or tree removal is required to facilitate work, Contractor shall contact City who shall have trees trimmed or removed when such work is appropriate. If any limbs or branches of trees are broken during Contract performance, the Contractor shall trim those limbs or branches with a clean cut.

2. The Contractor shall repair any damage to structures, equipment and vegetation on or adjacent to work sites caused by Contractor. If the Contractor fails or refuses to repair the damage promptly within ten (10) days of the damage being done, City may have the necessary work performed and Contractor shall pay City its actual direct cost of such remedy plus fifteen (15%) percent.

V. Cleaning Up

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work premises any rubbish, tools, scaffolding, equipment and materials that are not the property of City. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the City.

W. Time Extensions

Notwithstanding any other provisions of this Contract, it is mutually understood that any time extension shall be solely at the discretion of City in accordance with this Contract. The modification or change order granting a time extension may provide that the Project completion date will be extended in its entirety, to specific line items or to portions of line items, and may further provide for consideration (if applicable) under the new completion schedule.

X. Order of Precedence

Any inconsistency in this Contract shall be resolved by giving precedence in the following order: (a) Contract clauses, (b) Exhibits and Appendices, (c) specification and drawings, (d) instructions, and (e) other documents.

Y. No Waiver

The failure at any time of either party to enforce any of the provisions of this Contract, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way be construed to affect the validity of this Contract or any part hereof, or the right of any party thereafter to enforce each and every such provision.

EXHIBIT I

SCOPE OF WORK

A. General

1. The Contractor, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.
2. The Contractor shall assume full responsibility for damage to City property caused by the Contractor's employees or equipment as determined by designated City personnel.
3. The Contractor shall be solely responsible for the safety of the Contractor's employees and others relative to the Contractor's work, work procedure, material, equipment, transportation, signage, and related activities and equipment. This includes all traffic control measures when working on lights/poles which hang over street areas.
4. The Contractor shall possess and keep in force all licenses and permits required to perform the services of this agreement.
5. No guarantee of the actual amount of service or product requirement is implied or expressed by this agreement. Service requirements shall be determined by actual need.
6. Prior to notice, the Contractor shall submit its company safety program to the City addressing specific activities and associated hazards. The program shall include requirements applicable to the scope of its work and the protection of the Contractor's employees and the public relative to Contractor's work. The safety program shall include the operations of the Contractor's sub-contractors, at any tier, and include environmental protection, safety, occupational health, respiratory protection, hearing conversations, fire prevention, protection, and hazardous materials handling requirements as applicable. The safety program documents shall be reviewed and approved by the City prior to notice to proceed.

B. Basic Street Light Maintenance (Unit Price)

The Contractor shall provide asset management, maintenance and repair of City owned street lights. The City and Contractor, by mutual agreement, will classify each light as either a Decorative Non-LED light or a Decorative LED light. Unit pricing will be assigned to these classifications and Basic Street Light Maintenance will be the responsibility of the Contractor, which includes:

- 1. Outage Monitoring** - Contractor shall provide monitoring of the system for outages. In addition to call center reporting and Computerized Maintenance Management System

(CMMS) work order and asset management, Contractor shall conduct a night patrol and a day patrol of all City street lights once per month.

2. Call Center - Contractor shall have and provide a 24-hour, seven (7) days a week, toll free number to take reports of failures from citizens, commercial vendors, City personnel, or others, and to dispatch the Contractor's personnel to investigate and perform any repair, and/or replacement. All calls shall be answered promptly but shall include automatic recording backup for periods of multiple calls. Contractor's personnel shall personally return calls to those parties that leave messages due to inability to reach a live person on their initial call. Contractor's 24/7 Call Center is located at:

6001 Front Street, Kansas City, Missouri
Phone Number: (800) 814-4311

Contractor authorizes the City to advertise the 24-hour Call Center number to the public and to have the Contractor act as the City's primary referral point to report street light problems. Contractor shall keep an accurate record of all reported problems, all actions taken to resolve such problems, including dates and times of initial report and final resolution. This information shall be reported to the City monthly in an electronic format.

3. Asset Management - Contractor shall provide the Basic Street Light Maintenance services for the classified street lights. The City shall have the right to periodically adjust which street lights will be included in the Basic Street Light Maintenance Service and the fees shall adjust to reflect changes in the total number. Each new street light erected during the term of this Contract shall be immediately placed on Basic Street Light Maintenance; however, street lights installed by the Contractor shall not be billed under the unit pricing until the twelve (12) month warranty period on the new street light installation has expired. The billing exclusion during the twelve (12) month warranty period does not apply to the repair of damages caused by storms, acts of God, or third parties, including but not limited to, knockdowns, cable cuts, vandalism, and civil unrest. Contractor shall be entitled to invoice the City for the repair of the aforementioned damages without restriction and City shall pay said invoice in accordance with the payment terms in Exhibit I, Section (G) of this Contract.

The Contractor shall maintain and manage an electronic database of the street lights receiving Basic Street Light Maintenance using Contractor's proprietary CMMS. The CMMS shall maintain a record for each street light repair that identifies: (i) the number and types of bulbs, ballasts, and/or photocells, and (ii) the dates of installation, repair, and/or replacement. The electronic data of the street light assets shall be downloaded into an excel file on a monthly basis in support of the billing. The Contractor's CMMS shall be used for electronic work order management and asset reporting. Nothing in this Contract shall be construed as providing the City with ownership, interest in or rights to the Contractor's CMMS program application.

4. Material Management - The Contractor shall purchase and maintain an inventory of street light lamps, photocells, and ballasts that shall be continually restocked to offset

and adjust to usage. The cost of such items is to be included in the cost per light for the Basic Street Light Maintenance service. The Contractor warrants that products furnished conform to the requirements specified and are of good merchantable quality and suitable for the purpose intended.

The Contractor shall maintain a small mutually agreeable inventory of the various styles of poles and fixtures used by the City.

5. Repair of Street Lights - Contractor shall provide all the labor, equipment, and materials to perform the following activities:

a. Repair of Decorative Non-LED Lights:

- (i) Bulbs
- (ii) Photocells
- (iii) Glassware cleaning
- (iv) Starting aids
- (v) Ballasts
- (vi) Wire inside pole
- (vii) Faulted copper cable, if installed in accordance with NESC standards - excludes third party damage and storm damage
- (viii) Reset fuses and breakers in street light pole

b. Repair of Decorative LED Lights:

- (i) Photocells
- (ii) Glassware Cleaning
- (iii) Wire inside pole
- (iv) Faulted copper cable, if installed in accordance with NESC standards - excludes third party damage and storm damage
- (v) Reset fuses and breakers in street light poles

c. Street light and pole assemblies shall be visually inspected for deficiencies when other maintenance or repair work is performed at a pole location which involves the use of a bucket truck. Contractor shall perform the following deficiency repairs as identified during the visual inspection:

- (i) Tighten bracket arm / cross arm hardware which is loose
- (ii) Tighten pole hardware which is loose
- (iii) Remove tree limbs physically touching the street light assembly
- (iv) Tighten all anchor bolts that are loose

Decorative light fixture replacements and LED components are outside the scope of Basic Street Light Maintenance and will be billed separately as required.

C. Street Light Repair Work and Other Services (Billable)

The Basic Street Light Maintenance service is intended to cover the majority of the outages that occur within the street light system. All other maintenance and repair activities shall be considered Street Light Repair Work or Other Work and billable in accordance with the schedule of prices in Exhibit I, Section (F) (2). Contractor shall provide all the labor, equipment, and materials not provided by the City to perform such activities upon receipt of written authorization from the City, with the exception of pole knockdowns where the Contractor shall take immediate action as is necessary to make the area safe ("Make Safe") as further described in Section (C) (2). The Contractor shall provide any necessary traffic control devices (barricades, cones, signs, flashers, etc.) to warn or keep others out of the work area and to provide safety. The Street Light Repair Work and Other Services that are billable to the City are set forth below.

1. Replacement of Decorative Light Fixtures and LED Components - Contractor shall replace decorative light fixtures and LED components as required.

2. Make Safe Services - The Contractor shall perform Make Safe services resulting from the knockdown of City owned poles. Make Safe shall include, but shall not be limited to, de-energizing the street light fixtures and cabling; making such repairs or alterations as may be necessary to establish safety prior to pole replacement; providing any necessary traffic control and traffic control devices; removing and disposing of any broken glass or other debris that resulted from the knockdown; and, when necessary, notifying and coordinating efforts with the local police (or other fire or emergency responders) and the local electric power provider.

3. Pole and Assembly Replacements - The Contractor shall perform pole and assembly replacements resulting from knockdowns and other replacement of City owned poles as required.

4. Repair of Underground Services - Contractor shall provide repairs for underground services to City owned street lights which are not covered by Basic Street Light Maintenance. Services for underground cable includes: locating, marking, repair and/or replacement of City owned cable damaged by third parties or installations not meeting the NESC codes and City specifications.

5. Pole painting - Painting shall include preparation and one coat of epoxy paint. Paint to be approved by the City prior to application.

6. Storm Repair Work - Damage caused by storms shall be repaired by Contractor upon receipt of authorization by City.

7. Inspection Services of Work Constructed by Others – Inspection of new poles, pole wiring, and lighting fixtures to document whether they meet National Electric Code (NEC) standards and the approved plans and specifications. This service will be provided by the Contractor's Journeyman Lineman or equivalent.

D. Street Light Construction, Removal, and/or Relocation

Contractor shall provide all the labor, equipment, and materials not provided by the City to install new street lights, and remove and/or relocate existing street lights as requested by the City. The work shall be performed in accordance with the following guidelines:

1. Contractor shall perform new construction, removal and/or relocation of street lights at a unit price, firm bid or time and material basis. City shall be responsible for billing third parties and collecting monies for such construction, removal, and relocation of street lights. Contractor shall invoice the City directly for services rendered and City shall pay said invoice within thirty (30) days of receipt regardless whether City has received payment from third parties.
2. Meet all of the instructions on the City provided construction drawings, if any.
3. Meet all requirements of state and local jurisdictions so the City may recover its cost for relocations caused by road widening and other public projects.
4. City shall be responsible for all street light layouts associated with new installations, removals and relocations. Contractor shall prepare street light layouts upon request, with said services billed at the hourly rates provided in Exhibit I, Section (F) (3). In the event the City awards installation work to Contractor, there shall be no separate charge for layout services. All layouts are to be reviewed and approved by the City prior to commencement of construction.
5. Contractor shall be responsible for obtaining all permits and providing all traffic control required by the local jurisdictions.
6. Contractor shall be responsible for requesting Blue Stakes as necessary for work performed by Contractor.
7. Contractor shall comply with all state and local laws governing the construction and maintenance of facilities on public rights of way, except as expressly exempted from the National Electric Code and by City Ordinance.
8. City shall provide all required easements.
9. All materials shall be installed so that all of the material manufacturers' recommendations are met.
10. Installations shall meet all of the current City construction standards.
11. All adjustable materials shall be tightened and secured per manufacturers' specifications.

12. Bases shall be installed so that they are set plumb and flush with the final finished grade.

13. All cable connections and facility groundings shall meet all the City construction standards, local utility standards, and applicable safety codes.

14. Contractor shall restore sites to the pre-work condition and properly dispose of all spoil and construction materials.

15. Contractor shall, at its expense, correct all problems resulting from poor workmanship.

16. Contractor shall supply as-built drawings to City within six (6) weeks of the completion of the work.

E. Service Standards.

1. Service Standards for Basic Street Light Maintenance (Unit Price)

- a. Every light will be field checked with a night patrol at least once per month. The lights will be checked visually and outages repaired if possible at the time of discovery. Light deficiencies requiring repairs beyond the scope of the Basic Street Light Maintenance Service, will be noted and reported to the City for further action.
- b. All Basic Street Light Maintenance services defined in Exhibit I, Section (B) (5) shall be completed within two (2) business days of discovery on patrol or reported to Contractor, whichever is earlier, with the exception of faulted cable services. Cable services require blue staking which demands 48 business hours notice before digging. Faulted cable services will be completed within ten (10) business days of discovery. Special order material shall be replaced by the Contractor as soon as practical, upon receipt of said special order materials.

2. Service Standards for Street Light Repair Work (Billable)

- a. All Street Light Repair Work activities defined in Section (C) of Exhibit I shall be completed within ten (10) business days of authorization by City, subject to lead times for special order materials.
- b. Underground cable problems shall be permanently restored within ten (10) business days of notification to Contractor.
- c. Knockdowns shall be restored within ten (10) business days of being reported to Contractor, subject to lead times for special order materials.

- d. All Street Light Repair Work activities, requiring special order materials, shall be completed within ten (10) business days of receipt of said special order materials. Contractor shall order special order materials within three (3) business day of request by City for replacement of any pole or fixture which is not a City standard item.

3. Service Guarantee

Contractor shall have an employee respond at site of a reported outage within two (2) business days on Basic Street Light Maintenance repairs. In the event Contractor fails to meet the two (2) business day response time, subject to the Uncontrollable Circumstances, Inclement Weather provisions, and special order material provisions of this Contract, Contractor shall pay City twenty-five dollars (\$25.00) per day for each business day Contractor is late in responding to the service event. This payment represents liquidated damages for failure to meet the Service Standards specified herein, and said payment is not a penalty.

F. Price Schedule

1. Basic Street Light Maintenance Service Fee (Unit Price)

Contractor shall perform Basic Street Light Maintenance services at the following:

- a. Decorative Non-LED Light: \$54.00/Year billed at \$4.50/month
- b. Decorative LED Light: \$34.80/Year billed at \$2.90/month

The number of street lights to be maintained will change as the number of street lights owned or leased by City changes. Each party shall notify the other of any changes in the number of street lights to be maintained. Such notification shall include the location of the street lights added or deleted from the total street lights being maintained. Contractor shall modify the billing for Basic Street Light Maintenance Service immediately upon receipt of notification.

2. Street Light Repair Work and Other Services (Billable)

Street Light Repair Work and Other Services, as described under Section (C) of Exhibit I, shall be billed as listed below.

- a. Decorative Light Fixture: Time and Material Pricing
- b. Make Safe (for pole knockdown situations): \$500 each
- c. Pole and Assembly Replacement: Time and Material Pricing
- d. Cable Services: Time and Material Pricing

- e. Pole removal and/or relocation: Time and Material Pricing
- f. Street Light Pole Painting (Minimum of 5 poles): \$235/pole
- g. Inspection Services by Journeyman Lineman: \$135/hour
- h. All other Street Light Repair Work or other services not referenced in Section (F) (2) shall be billable using Time and Material Pricing.

A schedule of Labor and Equipment rates are attached in Exhibit II.

3. Street Light Construction

New street lights installed by Contractor shall be billed as follows:

- a. Install foundation and City supplied pole assembly \$1900.00 /ea
- b. Trench underground conduit and wire \$12.00 /ft
- c. Bore underground conduit and wire \$22.00 /ft

Street Light layout services provided by Contractor shall be billed as follows:

- a. Lead Layout Specialist \$150.00 /hour
- b. AutoCAD Technician \$80.00 /hour
- c. Clerical Support \$45.00 /hour

Hourly rates include all ancillary equipment. There shall be no separate charge for layout services in the event the City awards Contractor installation work. All layouts are to be submitted for review and approval by the City prior to commencement of construction.

4. Price Escalators

The Unit Prices referenced in Section (F) (1) of Exhibit I shall remain fixed for five (5) years.

The Unit Prices referenced in Section (F) (2) and (F) (3) of Exhibit I shall increase by two percent (2%) on the anniversary of the effective date, each year, for five (5) years.

The Labor Rates in Exhibit II shall be adjusted annually on March 1 of each year, in accordance with the annual wage adjustment specified in the Local 57 Union Agreement.

The Equipment Rates in Exhibit II shall be adjusted up or down annually on March 1 of each year in accordance with the change in the Consumer Price Index using the most current 12 month period available.

By February 15 each year, Contractor shall issue City new Time and Material pricing reflecting the specified price adjustments; however, the revised rates shall not become effective until March 1. Such revised rates shall become a part of this Contract and remain in effect for one (1) calendar year.

G. Billing & Payment

1. Basic Street Light Maintenance: Contractor shall bill City monthly for the Basic Street Light Maintenance Service, and City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of invoice.

2. Street Light Repair Work: Contractor shall submit a separate invoice and itemized breakdown to the City for the Street Light Repair Work completed in the previous thirty (30) days, and City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of invoice.

H. Performance Period

The term for maintenance and construction services under this Contract shall be five (5) years from the effective date.

I. Performance Monitoring

City reserves the right to monitor and evaluate Contractor's performance on any and all work performed under this Contract. The evaluation will be measured by City or City's agent. City and Contractor will develop a systematic reporting system enabling City to monitor Contractor's compliance with all of its obligations under this Contract, including but not limited to Contractor providing City information acquired or produced in handling and performing work orders under this Contract.

J. Subcontractors.

Contractor may require the use of subcontractors to perform support services, including but not limited to, concrete work, asphalt work, underground boring services, landscaping, etc. Contractor shall assure that its subcontractors of all tiers comply with all of the provisions of this Contract, including but not limited to the requirements for insurance coverage and certificates as described in this Contract.

K. Subcontractor Supervision.

Contractor hereby warrants the quality of work performed by its subcontractors as though they were its own forces. Notice to Contractor shall be considered notice to any affected subcontractor. Anything to the contrary in this Contract notwithstanding, there shall be no contractual relationship between any subcontractor of Contractor and City.

L. Removal of Subcontractors.

Contractor shall immediately remove any subcontractor from City work upon written notice from City that said subcontractor has failed to perform in a manner that is satisfactory to City. Contractor shall be as fully responsible and accountable to City for quality of work of its subcontractors, as it is for the work performed by Contractor itself.

M. Minority/Women-Owned Business.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin. The Contractor shall at all times fully comply with all applicable equal opportunity and affirmative action laws, regulations, statutes, ordinances and orders including (but not limited to) Executive Order 11246, Equal Opportunity Clause, as amended, and the rules, regulations and orders of the United States Department of

N. Specifications

1. Skill - Contractor shall employ only workers and subcontractors who are competent to perform the work assigned to them and who are adequately trained, experienced, and qualified. At least one Journeyman Lineman shall be available to do work for the City.

2. City Right to Remove - City has the right to disapprove, and demand the removal from any work (and the property of City) under this Contract, any craft or management personnel provided by Contractor or any subcontractor; and Contractor shall then promptly cause such personnel to be removed.

3. Work Periods - Work shall generally be performed hereunder Monday through Friday from 8:00am to midnight but the Contractor shall perform work on other days and at other times as necessary to meet the City's needs, or as requested by the City.

O. Special Contract Clauses

1. Uncontrollable Circumstances - Should Contractor be delayed in the final completion of the work required under the Contract by strike, fire, Inclement Weather or other cause outside the control of Contractor, and which, in the reasonable opinion of City, was not contributed to by Contractor, and could not have been reasonably anticipated or reasonably avoided, then an extension of time sufficient to compensate for the delay, as reasonably determined by City, will be granted provided that Contractor gives City prompt notice, confirmed in writing within forty-eight (48) hours, of the cause of delay in each case provided that Contractor has used all reasonable means to minimize the delay. For construction, removal, and/or relocation work, Contractor shall be given an extension of time that is no less than the duration of the Uncontrollable Circumstances to complete the work.

The Parties understand that occurrence of Maintenance and Repair work is cumulative in nature, such that a simple extension of time may not be sufficient to eliminate the backlog of work that arises during the Uncontrollable Circumstance. Therefore, the Parties shall mutually develop a recovery schedule for completing the backlog of Maintenance or Repair work arising from Uncontrollable Circumstances. If Contractor completes the recovery schedule on time, the evaluation of Contractor's performance will not be impacted by the Uncontrollable Circumstances. All Maintenance and Repair work arising after the end of the Uncontrollable Circumstances shall be subject to the service repairs times outlined in this Contract, except in the event that City requests Contractor to divert its workforce to other activities, such as storm restoration, then the Maintenance and Repair work shall be treated as backlog work and subject to a recovery schedule due to Uncontrollable Circumstances.

The following shall not be considered Uncontrollable Circumstances: weather conditions other than Inclement Weather, inadequate construction force or lack of coordination with other contractors, or the failure of Contractor to adequately schedule and supervise the work or obtain the required personnel, equipment or material, or the failure of Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed.

2. Inclement Weather - For the purposes of this Contract the term "Inclement Weather" shall be defined as weather conditions under which members of IBEW Local 57 are not required to work pursuant to the then current bargaining agreement.

3. Public Relations - Neither party to this Contract shall release this Contract nor any portion of this Contract to a third party without the prior written approval of the other party, except as may be required under the Freedom of Information Act.

4. Dispute Resolution - In the event of a dispute, the following stepped process will be followed:

- a. The City Representative and the Contractor Project Manager shall attempt to resolve the issue within seven (7) days of written notice invoking the dispute resolution provisions of this agreement.
- b. If the dispute is not resolved within said seven (7) day period by the City Representative and the Contractor Project Manager, a City management person above the level of the Representative and the Contractor's General Manager shall attempt to resolve the issue.
- c. Should such negotiation by senior management fail to resolve the dispute within twenty-one (21) days, either party may pursue resolution by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association.

- d. The notice of demand for arbitration must be filed in writing with the other party to this Contract within fourteen (14) days after the expiration of the period in Section (O) (4) (c). Each party must bear its own expenses and legal fees. All other costs shall be shared equally by the parties. The decision of the arbitrator(s) shall be final, binding, and conclusive upon the parties, and not subject to appeal.
- e. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
- f. If City has withheld money from payment to Contractor as a result of a dispute, City shall retain the money pending resolution of the issue. If the issue is resolved in Contractor's favor, the withheld funds will be released within ten (10) days with interest at a rate of one percent (1%) per month.

EXHIBIT II

TIME AND MATERIAL RATE EFFECTIVE 1/1/2014 to 2/28/2014

1. Labor Rates: To be revised 3/1/2014 per IBEW Local 57 Agreement

CLASSIFICATION	STRAIGHT TIME	SHIFT PREMIUM	OVER TIME	DOUBLE TIME
GENERAL FOREMAN	\$90.78	\$99.86	\$136.17	\$181.56
JOURNEYMAN FOREMAN	\$85.63	\$94.19	\$128.45	\$171.26
JOURNEYMAN LINEMAN	\$78.63	\$86.49	\$117.95	\$157.26
7 TH STEP LINEMAN APPRENTICE	\$71.48	\$78.63	\$107.22	\$142.96
6 TH STEP LIENMAN APPRENTICE	\$69.32	\$76.25	\$103.98	\$138.64
5 TH STEP LINEMAN APPRENTICE	\$67.20	\$73.92	\$100.80	\$134.40
4 TH STEP LINEMAN APPRENTICE	\$65.06	\$71.57	\$97.59	\$130.12
3 RD STEP LINEMAN APPRENTICE	\$62.93	\$69.22	\$94.40	\$125.86
2 ND STEP LINEMAN APPRENTICE	\$60.75	\$66.83	\$91.13	\$121.50
1 ST STEP LINEMAN APPRENTICE	\$53.64	\$59.00	\$80.46	\$107.28
STREET LIGHT MAINT. FOREMAN	\$59.23	\$65.15	\$88.85	\$118.46
STREET LIGHT MAINT. WORKER	\$54.68	\$60.15	\$82.02	\$109.36
2 nd STEP STREET LIGHT MAINT. WORKER	\$48.25	\$53.08	\$72.38	\$96.50
1 ST STEP STREET LIGHT MAINT. WORKER	\$38.37	\$42.21	\$57.56	\$76.74
UNDERGROUND FOREMAN	\$61.57	\$67.73	\$92.36	\$123.14
UNDERGROUND OPERATOR	\$54.69	\$60.16	\$82.04	\$109.38
TRAFFIC SIGNAL ELECTRICIAN	\$59.07	\$64.98	\$88.61	\$118.14
UTILITY WORKER	\$34.95	\$38.45	\$52.43	\$69.90
TRAFFIC SIGNAL / UTILITY WORKER ENTRY	\$27.75	\$30.53	\$41.63	\$55.50

2. Equipment Rates: To be revised 3/1/2014 per Consumer Price Index

CLASSIFICATION	HOURLY RATE
AUTO, SUV	\$10.35
BUCKET TRUCK, 37FT REACH	\$24.10
BUCKET TRUCK, 55FT REACH	\$31.25
DIGGER DERRICK	\$30.80
PICKUP, 3/4 TON to 1 TON	\$13.80
FLAT BED or DUMP BED - SINGLE AXLE	\$19.00
FLAT BED - DOUBLE AXLE	\$23.00
TRAILER, POLE, CABLE or FLATBED	\$6.85
TRENCHER	\$32.25
TRUCK, TRACTOR	\$36.80
BORING MACHINE	\$75.90
TRAILER MOUNT VAC-EXCAVATOR	\$32.20
HYDRO-VAC TRUCK	\$125.00
EXCAVATOR, MINI	\$19.30
COMPRESSOR, TRAILER MOUNT	\$12.60
ARROW BOARD, TRAILER MOUNT	\$6.40

Any additional equipment furnished by Contractor, which is not owned by the Contractor, will be billed at the actual invoice cost to the Contractor, plus 7%.

3. Material Costs

The billable rate to the City for material costs will be calculated at the actual invoice cost to the Contractor, plus 7%.

4. Subcontractor Costs

The billable rate to the City for subcontractor costs will be calculated at the actual invoice cost to the Contractor, plus 7%.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 10, 2019

Agenda Item: 7.5 – 2019 Landscape Maintenance Contract

Department: Public Works

Presenter: Sullivan Love

Background/Discussion: For the last several years, A to Z Landscaping, Inc. has provided landscape maintenance services to Vineyard City. With the length of time that has passed, the continued growth and acceptance of new properties, it was time to re-bid the contract to provide landscape maintenance services for Vineyard. Bids were requested from multiple contractors and 5 bids were submitted. The current contractor, 3 contractors that are currently providing maintenance for future Vineyard properties, (IE. Grove park, Loop & Vineyard rd. and 650 North), and one other contractor that has provided a considerable amount of both private and contracted work in Vineyard. The bids have been reviewed and a spreadsheet has been created to show the results. Reelcut Lawncare, LLC. has provided the lowest overall pricing for the 2019 Maintenance Bid. We have met with the contractor and discussed the level of service Vineyard desires. They are committed to provide the desired level of service. In addition to this, they have established a personal goal to improve the appearance of the city offices area and the park strips.

The contract/service agreement shall be a one-year contract with an option to renew up to 3 times, for a total of 4 years of service.

Fiscal Impact: The budget currently has adequate funds to cover the rest of this fiscal year. We have been working on next year's budget and adequate funds will be set aside to cover the amounts in this bid.

Recommendation: It is recommended to accept the bid from Reelcut Lawncare, LLC. and to authorize _____ to sign a contract for the 2019 Landscape Maintenance with Reelcut Lawncare, LLC.

Sample Motion: *"I move we accept the bid from Reelcut Lawncare, LLC. for the 2019 Landscape Maintenance."*

Attachments: Attach bids, bid tabulation spreadsheet

Current City Maintained Properties, in Blue on map. est. size

Streetscape	Size - Acres	Turf	Planted Beds
Center St	1.92		
300 West	0.35		
4th South	0.12		
Main St.	2.2	1.6	0.61
New Vineyard Rd Pod 1	0.39		
650 North	0.32		
Pod 6	0.26		
Pod 10	0.8		
Total	6.36		

Parks & Detention Basins			
Gammon Park	6		
Orchards/Kelly Boren Park/Basin	0.83		
LeCheminant Park	0.77		
Lecheminant Basins	1.31		
Gardens Basin	0.57		
Maples Basin	1.04		
Cottonwoods Basin	0.24		
City Hall/Meadows Basin	0.74		
Shores Basin	0.49		
Preserve's Basin	0.37		
Grove Park	17.2	12.44	1.99
Total	29.19		

Current Total Acreage	35.55
------------------------------	--------------

Additional Properties to be added at time of City acceptance - list as separate bid item

Loop Road Streetscape in Green on map	3.2	2.4	0.8
Vineyard Road Streetscape in Red on map	6.4	5.5	0.9
Total	9.6		

Future Total	45.15
--------------	-------



Loop Road in Green

Vineyard Road in Red

Google Earth

© 2018 Google

Preserve's Basin

650 North

Bunker

Vineyard

Main

Grove Park

Maples Basin

Garden's Basin

Center St.

LeCheminant Basins

LeCheminant Park

300 West

Gammon Park

Orchards Basin

Shores Basin

Cottonwoods Basin

City Hall

400 South

3000 ft



[illegible]



P.O. Box 33 West Jordan, UT 84081

This is the index for the Vinyard City Landscape Maintenance 2019 season bid.

- 1- Vinyard City Landscape Maintenance 2019 proposal
- 2- A-Z Landscaping Business License
- 3- A-Z Landscaping Certificate of Insurance
- 4- Employee Verification, letter from our payroll company
- 5- References of City work
- 6- Methodology and Operations plan
- 7- A-Z Key employee list
- 8- A-Z Landscaping, and employee certifications
- 9- Equipment list

BID/PROPOSAL FORM

Vineyard city

Landscape Maintenance
2019 Season

TABLE OF ARTICLES

Article No.

Bid Recipient	1
Bidder's Acknowledgements	2
Further Representations	3
Basis of Bid	4
Time of Completion	5
Bid Submittal	6

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

1.02 Vineyard City

1.03 125 South Main

1.04 Vineyard, UT 84058

1.05

2.01 The undersigned Bidder proposes and agrees, if this Bid is accepted: (1) to enter into an Agreement with Owner in the form included in the Bidding Documents, (2) to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

3.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has obtained and carefully studied all additional or supplementary information needed perform the work as described in the bid documents, possible hazards which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto

- E. Bidder does not consider that any further investigations or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents
- F. Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- H. Bidder will submit written evidence of its authority to do business in the state, including insurance, e-verification cards for each employee, background checks, etc. Bidder will submit evidence of having performed similar maintenance for 3 other entities, IE. Name of Contact person, length of contract, etc. Vineyard reserves the right to approve/reject bid based on prior performance and/or upon investigation of references submitted.

ARTICLE 3 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 4 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown in the following Unit Price Schedule:

UNIT PRICE SCHEDULE - BASE BID					
Item #	Description	Unit	Quantity	Price per Mowing	Annual Amount
1	Mowing - Mowing all areas of grass, with the exception of designated sports fields, weekly, or as needed to prevent removing more than one third of the grass blades. Grass height in park strips and all areas, 2.5 to 3.5 inches max. Scalping prohibited. Mower blades must be kept sharp. Grass clippings must be mulched or picked up. Blowing of grass clippings or debris	AC	35.55	\$2488.5	\$69678.00

	into splash pad, street, planters or rock mulch will not be tolerated. No grass clippings or other debris are allowed to enter Storm Drains! Contractor will be required to repair, at their expense, damages to irrigation system components, trees, and shrubs.				
2	Mowing – Additional cost to mow sports fields once more per week to maintain grass height to 1.5 to 2 inches. Scalping is prohibited. Mower blades must be kept sharp. Grass clippings must be mulched or picked up. Blowing of grass clippings or debris into splash pad, street, planters or rock mulch will not be tolerated. No grass clippings or other debris are allowed to enter Storm Drains! Contractor will be required to repair, at their expense, damages to irrigation system components, trees, and shrubs.	AC	7.13	\$499.0	\$

Item #	Description	Unit	Quantity	Unit Price	Amount
3	Trimming and Edging - Provide weekly trimming around trees and other objects. Mechanical edging of sidewalks, trails, and curbs. Damaging trees, flowers, shrubbery or other objects will not be tolerated. Full restoration of damaged items will be required.	LS	1	\$include	\$ included
4	Fall Leaf Removal - Removal of all leaves in the parks, basins, streetscapes and parking lot areas.	LS	1	\$15520.	\$15520.00
6	Repair of Damaged Lawn Areas - Cost per square foot for re-seeding or re-sodding of damaged lawn areas.	SF		\$1.50	\$

7	Flower Bed Maintenance – Weekly weeding of flower beds. Pruning as needed (based on Recognized Industry Guidelines) to maintain plantings in beds. Fall/Spring pruning/cutting back to be included.	LS		\$1400.0	\$39200.00
8	Fertilization - Apply Early/Spring fertilizer w/slow release Nitrogen with Iron. Additional applications of fertilizer may be needed in sports field and other areas to maintain a green, healthy lawn. Fall fertilizer application to be included as well. Coordinate with City contact. Provide documentation of application dates, quantities and locations of fertilizer applications.	LS		\$3675.0	\$7350.00
9	Weed Control – Provide Pre-emergent herbicide application for control of weeds and noxious grasses. Provide additional herbicide applications as necessary to maintain turf and planted areas weed free. Weekly removal of weeds from tree rings, planted areas and rock mulch areas as needed. Provide documentation with type, quantities, dates and locations of applications. Proof of proper licensing must be provided to Vineyard. Spot treatment of noxious weeds and undesirable grasses will be required.	LS		\$5520.0	\$11042.00
10	Vineyard Road – Additional cost for mowing, edging and weeding of planted areas. Price to be added to base bid when this portion is accepted by the City.	LS	6.4 ac.	\$702.0	\$
11	Loop Road – Additional cost for mowing, edging and weeding of planted areas. Price to be added to base bid, when this portion is accepted by the City.	LS	3.2 ac.	\$468.0	\$

Total Price for Base Bid \$142,790.00 Dollars.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 5 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 6 – BID SUBMITTAL

7.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed):

By: (SEAL)
(Individual's signature)

Doing business as:

A Partnership

Partnership Name: (SEAL)

By:
(Signature of general partner -- attach evidence of authority to sign)

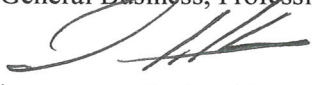
Name (typed or printed):

A Corporation

Corporation Name: A-Z Landscaping Inc.
(SEAL)

State of Incorporation: Utah

Type (General Business, Professional, Service, Limited Liability): S-Corporation

By: 
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Ian Whitaker

Title: Director (CORPORATE SEAL)

Attest

Date of Authorization to do business in the State of Utah is March/14/2000.



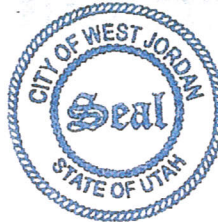
City of West Jordan
8000 So Redwood Road
West Jordan, UT 84088
801-569-5000

2019

MAINTENANCE

*** NOTICE ***
This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such change for transfer. Fee will apply. All applicable building & zoning regulations pertaining to business location must be followed.

A TO Z LANDSCAPING
FOWLES, RON
FOWLES, SHANNON
PO BOX 33
WEST JORDAN UT, 84084



Customer/Owner #
3037512

License Number:
5667
Account ID:
14263

Type:
LAWN & GARDEN

Business Location:
9583 S WELLS CIR (5710 W)

Classification:
MAINTENANCE

Issued:
02/19/2019

License Expires:
03/31/2019

Business License Coordinator

*** POST THIS LICENSE IN A CONSPICUOUS PLACE ***



City of West Jordan
8000 So Redwood Road
West Jordan, UT 84088
801-569-5000

2019

MAINTENANCE

*** NOTICE ***
This license becomes null & void if ownership, business name or address is changed. Licensee must apply within 10 days of such change for transfer. Fee will apply. All applicable building & zoning regulations pertaining to business location must be followed.

A TO Z LANDSCAPING
FOWLES, RON
FOWLES, SHANNON
PO BOX 33
WEST JORDAN UT, 84084

Customer/Owner #
3037512

License Number:
5667
Account ID:
14263

Type:
LAWN & GARDEN

Business Location:
9583 S WELLS CIR (5710 W)

Classification:
MAINTENANCE

Issued:
02/19/2019

License Expires:
03/31/2019

Business License Coordinator

*** KEEP THIS COPY FOR YOUR RECORDS ***



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2018

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 have **ADDITIONAL INSURED** provisions or 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 11576 South State St. #1202A Draper UT 84020		CONTACT NAME: Stacey Williams PHONE (A/C, No, Ext): (801) 316-1390 FAX (A/C, No): (801) 316-1398 E-MAIL ADDRESS: swilliams@pdrins.com																					
INSURED A-Z Landscaping, Inc PO Box 33 West Jordan UT 84084		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Acuity, A Mutual Insurance Company</td><td>14184</td></tr><tr><td>INSURER B:</td><td>Workers Compensation Fund Of Ut</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Acuity, A Mutual Insurance Company	14184	INSURER B:	Workers Compensation Fund Of Ut		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																					
INSURER A:	Acuity, A Mutual Insurance Company	14184																					
INSURER B:	Workers Compensation Fund Of Ut																						
INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES**CERTIFICATE NUMBER:** CL1871804446**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		Z25387	07/18/2018	07/18/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 250,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 3,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 3,000,000																				
PRODUCTS - COMP/OP AGG	\$ 3,000,000																				
	\$																				
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y		Z25387	07/18/2018	07/18/2019	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			Z25387	07/18/2018	07/18/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
	\$																				
B	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 Y	N/A		2390828	07/18/2018	07/18/2019	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTH-ER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Pollution Liability			Z25387	07/18/2018	07/18/2019	<table border="1"><tr><td>Limited Pollution Cov</td><td>1,000,000</td></tr></table>	Limited Pollution Cov	1,000,000												
Limited Pollution Cov	1,000,000																				

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

RE: ALL JOBS PERFORMED BY THE NAMED INSURED Certificate Holder is included as Additional Insured as far as their interests appear with respect to the General Liability policy for work performed by the Named Insured where required by written contract per blanket forms CG-7274 (5-13) and CG 7194 (5-13) on a Primary & Non-Contributory basis. Waiver of Subrogation applies to General Liability in favor of all Additional Insureds per form CG-7305(11-14). Pollution Liability included per CG2415F (10-01).

CERTIFICATE HOLDER**CANCELLATION**

*For Information Purposes

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



To Whom it may concern:

I am the HR Director for PDR Benefits, the co-employment / employee leasing partner of A to Z Landscaping. As part of our services, we perform online verification of employee Social Security Numbers (SSN's) for A to Z Landscaping upon request via the Social Security Administration's, Social Security Number Verification Service (SSNVS), which complies with Utah state law.

Please don't hesitate to call should you require additional information.

Best regards,

A handwritten signature in blue ink, appearing to read 'Curtis Powell'.

Curtis Powell
HR Director

PDR Benefits
3051 West Maple Loop Drive, Ste 101
Lehi, UT 84043

P: 801-404-5241 ext. 209
F: 801-768-8386

A TO Z LANDSCAPING INC.

P.O. BOX #33

West Jordan, UT 84081

P: 801-916-6851 F: 801-282-8792

E: atozlandscaping@netscape.com

References of City Work

Midvale City

2010-2023

Andrea Timmerman 801-567-7235
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. Sprinkler maintenance and repair

West Jordan City

2010-2024

Brian Clegg - 801-381-4695
8000 S Redwood Rd.
West Jordan, Utah 84088

Mowing, trimming, hard edge, and garbage clean-up, fertilizer, and weed control for 30+ acres of West Jordan's City parks and park strips.

West Valley City

2011-2020

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.

Riverton City

2015-2020

Blaine Nelson 801-931-7183
12830 S 1700 W
Riverton, UT 84065

Mowing, trimming, hard edge, and garbage clean-up, fertilizer, and weed control for 60+ acres of Riverton City parks and park strips and Weed abatement.

Bluffdale City

2012-2015

Blaine 801-870-1705
14350 S. 2200 W.
Bluffdale, Ut 84065

Mowing, trimming, hard edge, and garbage clean-up, fertilizer, and weed control for 20+ acres of Bluffdale City parks and park strips and Weed abatement.

Tooele City

2015-2018

Kasie Hall 435-843-2130
90 North Main Street
Tooele, UT 84074

Weed abatement open lots and streets, haul off debris

Draper City

2017-2020

Stephen Linde 801-576-6563
1020 E Pioneer Rd.
Draper, UT 84020

Mowing, trimming, hard edge, and garbage clean-up, fertilizer, and weed control parks and open space in Draper City.

Taylorsville-Bennion

2019-2021

Ron Stock 801-968-9081
1800 W 4700 S
Taylorsville, UT 84129

Mowing, trimming, hard edge, garbage clean-up, fertilizer, and weed control. Sprinkler/irrigation repair to sprinkler systems throughout Draper City.

Method and Approach

Maintenance

Attached is an equipment list currently owned and operated by A to Z Landscaping. You will see on the attached list that A to Z currently owns 12 large commercial lawn mowers ranging in size from a 48 inch to 60 inch deck width. These mowers were selected for purchase by our company with key functions in mind. These functions included cut appearance, cutting efficiency, non-cutting ground speed, durability and design.

We have mowed nearly every type of terrain and landscape layout with these mowers including, but not limited to, large parks, park-strips, detention basins, native grasses, high profile manicured properties, and very steep side slopes. We have all types of blades and cutting equipment attached to these mowers including mulching units, baggers and side discharge chutes. From this we have developed a pin point understanding of what needs to be used where and with what type of equipment attached for customer preference and landscape layout. We have also retained the knowledge of how much time and how many mowers it takes to complete an X amount of acreage. We are able to mow roughly 75 acres of open park space with 4 mowers in one day. Park-strips can be mowed at a rate of 15 acres in one day with 3 mowers. Using multiple crews with multiple mowers allows us to complete a large amount of acreage mowing within just a few days. Unlike the large winged mowers, these are very agile, have a quick ground speed, and leave a cleaner, more uniform cut that is more desirable and appealing to our customers.

Fertilizing/Weed Control

Fertilizer applications have different application methods whether liquid or granular and different rates of application. This service may not need more than a few employees to administer each method of application whether granular or liquid. We have 2 ATV's available to apply liquid or granules to open areas and other long or larger space. Other smaller parks, parkways, medians, or other areas would be spread manually with walk behind spreaders or sprayed by hand using multiple 300-gallon tanks, with hose reels of 300 feet using the correct calibration, application rates for equipment, and mixture specified by Vinyard City.

All fertilizer and weed control applications would follow the guidelines and dates outlined in the scope of work provided in this RFP. All products would be purchased and applied by fully trained and licensed staff to do so. All license information is included with this RFP including business and individual applicators. MSDS sheets are available upon request from the City if not already available to Vinyard City. At any time specified by Vinyard City, application frequency can be changed or schedule adjusted dependent on weather or other circumstances that may arise during the season.

Licensed Employees and License Numbers:

Ian Whitaker #4001-17604

John Brown #4001-15680

Johnathan Bradford #4001-23600

Company License Number #4000-891



Personnel List			
Name of Personnel		Position	Phone #
<i>Whitaker</i>	<i>Ian</i>	Owner Weed abatement controller, chemical license	801-916-6851
Gunn	Zach	Office Manager, contracts, invoices	801-859-3582
<i>Fowles</i>	<i>Shannon</i>	Owner, Demolition, and haul off concrete	801-792-0300
<i>Jackson</i>	<i>Joseph</i>	Full time maintenance mechanic	801-259-7483
<i>Fowles</i>	<i>Eric</i>	Owner, Equipment Operator	801-870-3777
<i>Fowles</i>	<i>Ron</i>	Owner, Weed chemical license, Mechanic	801-815-6711
<i>Hernandez</i>	<i>Benjamin</i>	Crew leader/Forman	801-425-7747
<i>Bradford</i>	<i>Johnathan</i>	Weed abatement, Crew leader	801-205-6768
<i>Brown</i>	<i>John</i>	Weed abatement leader, weed chemical license	801-661-1689



Thank you for renewing your IA certification.

Ian Whitaker, CIC
13942 S Birch Leaf Dr
Herriman UT 84096-1260



Ian Whitaker
CIC

Certification ID#: 81936
Expiration Date: 12/31/2018
CEU Cycle: 1/1/2019 to 12/31/2020

8280 Willow Oaks Corporate Drive, Suite 400, Fairfax, VA 22031-4507 | Tel: 703.536.7000 | Fax: 703.536.7019 | certification@irrigation.org | www.selectcertified.org

YEAR: 2020

STATE OF UTAH

No: 4001-17604

DEPARTMENT OF AGRICULTURE AND FOOD

P.O. Box 146500 Salt Lake City UT 84114-6500 <http://ag.utah.gov> Phone: 801-538-7100

**AS A COMMERCIAL PESTICIDE APPLICATOR
LICENSE**

IAN R WHITAKER

Approved For: 3 Ornamental & Turf



PO BOX 33
WEST JORDAN UT 84081

Expiration: 12/31/2020

YEAR: 2020

STATE OF UTAH

No: 4001-15680

DEPARTMENT OF AGRICULTURE AND FOOD

P.O. Box 146500 Salt Lake City UT 84114-6500 <http://ag.utah.gov> Phone: 801-538-7100

AS A COMMERCIAL PESTICIDE APPLICATOR
LICENSE

JOHN E BROWN

Approved For: 3 Ornamental & Turf



675 S 500 E
SALT LAKE CITY UT 84102

Expiration: 12/31/2020

YEAR: 2021

STATE OF UTAH

No: 4001-23600

DEPARTMENT OF AGRICULTURE AND FOOD

P.O. Box 146500 Salt Lake City UT 84114-6500 <http://ag.utah.gov> Phone: 801-538-7100

AS A COMMERCIAL PESTICIDE APPLICATOR
LICENSE

JOHNATHAN W BRADFORD

Approved For: 3 Ornamental & Turf



5046 FITZPATRICK CIR
KEARNS UT 84118

Expiration: 12/31/2021

Proposed replacement Schedule: Trucks are on a five year rotation, weed eaters & mowers three year rotation

Toro Grandstand 48" 24hp Kawa	Commercial Riding Mower	2015
Toro Grandstand 52" 19hp Kawa	Commercial Riding Mower	2016
Toro Grandstand 52" 19hp Kawa	Commercial Riding Mower	2016
Toro Grandstand 48" 24hp Kawa	Commercial Riding Mower	2016
Toro Grandstand 52" 19hp Kawa	Commercial Riding Mower	2019
Toro Grandstand 52" 19hp Kawa	Commercial Riding Mower	2019
Toro Grandstand 52" 19hp Kawa	Commercial Riding Mower	2019
Toro Z Master G3 52" 27hp Kawa	Commercial Riding Mower	2015
Toro Z Master G3 52" 27hp Kawa	Commercial Riding Mower	2015
Toro Z Master G3 52" 27hp Kawa "	Commercial Riding Mower	2017
Toro Z Master G3 52" 27hp Kawa	Commercial Riding Mower	2017
Toro Z Master 3000 60" 23.5hp Kawa	Commercial Riding Mower	2017
Toro Z Master 3000 60" 25.5hp Kawa	Commercial Riding Mower	2018
Toro Z Master 3000 60" 25.5hp Kawa	Commercial Riding Mower	2018
21" Toro Commercial Bagger-12 Total	Walk Behind Mowers	2015-2018
Husqvarna 327LS-20 Total	Line Trimmers	2017
Husqvarna 426LST	Line Trimmers	2015
Husqvarna 426LST	Line Trimmers	2016
Husqvarna 525LS =8 Total	Line Trimmers	2017
Husqvarna 327ES-6 Total	Stick Edgers	2016
Husqvarna 426EX-6 Total	Stick Edgers	2016
Husqvarna 525ES = 2 Total	Edger	2017
Husqvarna 350BT-6 Total	Backpack Blowers	2015-2018
Husvarna 226HD75s = 12 Total	Hedge Trimmers	2015-2017
25 Gallon elec pump sprayer for ATV or similar	Chemical Application Equipment	2015
25 Gallon elec pump sprayer for ATV or similar	Chemical Application Equipment	2016
walk behind fertilizer spreaders	Chemical Application Equipment	2015
walk behind fertilizer spreaders	Chemical Application Equipment	2015
walk behind fertilizer spreaders	Chemical Application Equipment	2015
walk behind fertilizer spreaders	Chemical Application Equipment	2016
50 Gallon tank pump and 150 ft hose reel	Chemical Application Equipment	2016
lesco 300 gallon fert liquid spreaders with pumps hose	Chemical Application Equipment	2016
lesco 300 gallon fert liquid spreaders with pumps hose	Chemical Application Equipment	2016
lesco 300 gallon fert liquid spreaders with pumps hose	Chemical Application Equipment	2016
lesco 300 gallon fert liquid spreaders with pumps hose	Chemical Application Equipment	2016
Lesco 200 gallon weed control liquid spreaders with pumps h	Chemical Application Equipment	2016
Lesco 100 gallon pest/insecticide liquid spreader with pumps	Chemical Application Equipment	2017
Pull behind Aereator	Chemical Application Equipment	2010
Polaris 500 H.O. with Elec Spreader	Chemical Application Equipment	2014
Polaris 600 Sportsman with Elec Spreader	Chemical Application Equipment	2014
Honda Forman 600	Chemical Application Equipment	2016

BID/PROPOSAL FORM - **Reel Cut**

Vineyard city

Landscape Maintenance
2019 Season

TABLE OF ARTICLES

Article No.

Bid Recipient	1
Bidder's Acknowledgements	2
Further Representations	3
Basis of Bid	4
Time of Completion	5
Bid Submittal	6

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

1.02 Vineyard City

1.03 125 South Main

1.04 Vineyard, UT 84058

1.05

2.01 The undersigned Bidder proposes and agrees, if this Bid is accepted: (1) to enter into an Agreement with Owner in the form included in the Bidding Documents, (2) to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

3.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No. Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has obtained and carefully studied all additional or supplementary information needed perform the work as described in the bid documents, possible hazards which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto

- E. Bidder does not consider that any further investigations or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents
- F. Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- H. Bidder will submit written evidence of its authority to do business in the state, including insurance, e-verification cards for each employee, background checks, etc. Bidder will submit evidence of having performed similar maintenance for 3 other entities, IE. Name of Contact person, length of contract, etc. Vineyard reserves the right to approve/reject bid based on prior performance and/or upon investigation of references submitted.

ARTICLE 3 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 4 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown in the following Unit Price Schedule:

UNIT PRICE SCHEDULE - BASE BID					
Item #	Description	Unit	Quantity	Price per Mowing	Annual Amount (based on 30 weeks of work)
1	Mowing - Mowing all areas of grass, with the exception of designated sports fields, weekly, or as needed to prevent removing more than one third of the grass blades. Grass height in park strips and all areas, 2.5 to 3.5 inches max. Scalping prohibited. Mower blades must be kept sharp. Grass clippings must be mulched or	AC	35.55	\$2860	\$85800

	picked up. Blowing of grass clippings or debris into splash pad, street, planters or rock mulch will not be tolerated. No grass clippings or other debris are allowed to enter Storm Drains! Contractor will be required to repair, at their expense, damages to irrigation system components, trees, and shrubs.				
2	Mowing – Additional cost to mow sports fields once more per week to maintain grass height to 1.5 to 2 inches. Scalping is prohibited. Mower blades must be kept sharp. Grass clippings must be mulched or picked up. Blowing of grass clippings or debris into splash pad, street, planters or rock mulch will not be tolerated. No grass clippings or other debris are allowed to enter Storm Drains! Contractor will be required to repair, at their expense, damages to irrigation system components, trees, and shrubs.	AC	7.13	\$563	\$16890

Item #	Description	Unit	Quantity	Unit Price	Amount
3	Trimming and Edging - Provide weekly trimming around trees and other objects. Mechanical edging of sidewalks, trails, and curbs. Damaging trees, flowers, shrubbery or other objects will not be tolerated. Full restoration of damaged items will be required.	LS	1	\$845	\$25350
4	Fall Leaf Removal - Removal of all leaves in the parks, basins, streetscapes and parking lot areas.	LS	1	\$1560	\$1560
6	Repair of Damaged Lawn Areas - Cost per square foot for re-seeding or re-sodding of damaged lawn areas.	SF		\$.30 for seed \$1.25 for sod	\$price is per square foot

7	Flower Bed Maintenance – Weekly weeding of flower beds. Pruning as needed (based on Recognized Industry Guidelines) to maintain plantings in beds. Fall/Spring pruning/cutting back to be included.	LS		\$227	\$6810
8	Fertilization - Apply Early/Spring fertilizer w/slow release Nitrogen with Iron. Additional applications of fertilizer may be needed in sports field and other areas to maintain a green, healthy lawn. Fall fertilizer application to be included as well. Coordinate with City contact. Provide documentation of application dates, quantities and locations of fertilizer applications.	LS		\$7644	\$7644
9	Weed Control – Provide Pre-emergent herbicide application for control of weeds and noxious grasses. Provide additional herbicide applications as necessary to maintain turf and planted areas weed free. Weekly removal of weeds from tree rings, planted areas and rock mulch areas as needed. Provide documentation with type, quantities, dates and locations of applications. Proof of proper licensing must be provided to Vineyard. Spot treatment of noxious weeds and undesirable grasses will be required.	LS		\$4914	\$4914
10	Vineyard Road – Additional cost for mowing, edging and weeding of planted areas. Price to be added to base bid when this portion is accepted by the City.	LS	6.4 ac.	\$520	\$15600
11	Loop Road – Additional cost for mowing, edging and weeding of planted areas. Price to be added to base bid, when this portion is accepted by the City.	LS	3.2 ac.	\$260	\$7800

Total Price for Base Bid _____ *\$165,558* _____ *Dollars.*

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 5 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 6 – BID SUBMITTAL

7.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed):

By: (SEAL)
(Individual's signature)

Doing business as:

A Partnership

Partnership Name: (SEAL)

By:
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed):

A Corporation

Corporation Name: Réel Cut Lawncare (SEAL)

State of Incorporation: UT

Type (General Business, Professional, Service, Limited Liability): LLC

By: *Ron Devey*
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Ron Devey

Title: President (CORPORATE SEAL)

Attest

Date of Authorization to do business in the State of Utah is 04/02/2018.

BID/PROPOSAL FORM - **Lawn Butler**

Vineyard city

Landscape Maintenance
2019 Season

TABLE OF ARTICLES

Article No.

Bid Recipient	1
Bidder's Acknowledgements	2
Further Representations	3
Basis of Bid	4
Time of Completion	5
Bid Submittal	6

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

1.02 Vineyard City

1.03 125 South Main

1.04 Vineyard, UT 84058

1.05

2.01 The undersigned Bidder proposes and agrees, if this Bid is accepted: (1) to enter into an Agreement with Owner in the form included in the Bidding Documents, (2) to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

3.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No. Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has obtained and carefully studied all additional or supplementary information needed perform the work as described in the bid documents, possible hazards which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto

- E. Bidder does not consider that any further investigations or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents
- F. Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- H. Bidder will submit written evidence of its authority to do business in the state, including insurance, e-verification cards for each employee, background checks, etc. Bidder will submit evidence of having performed similar maintenance for 3 other entities, IE. Name of Contact person, length of contract, etc. Vineyard reserves the right to approve/reject bid based on prior performance and/or upon investigation of references submitted.

ARTICLE 3 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 4 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown in the following Unit Price Schedule:

UNIT PRICE SCHEDULE - BASE BID					
Item #	Description	Unit	Quantity	Price per Mowing	Annual Amount
1	Mowing - Mowing all areas of grass, with the exception of designated sports fields, weekly, or as needed to prevent removing more than one third of the grass blades. Grass height in park strips and all areas, 2.5 to 3.5 inches max. Scalping prohibited. Mower blades must be kept sharp. Grass clippings must be mulched or picked up. Blowing of grass clippings or debris	AC	35.55	\$2,677.50 28 weeks of mowing	\$74,970.00

	into splash pad, street, planters or rock mulch will not be tolerated. No grass clippings or other debris are allowed to enter Storm Drains! Contractor will be required to repair, at their expense, damages to irrigation system components, trees, and shrubs.				
2	Mowing – Additional cost to mow sports fields once more per week to maintain grass height to 1.5 to 2 inches. Scalping is prohibited. Mower blades must be kept sharp. Grass clippings must be mulched or picked up. Blowing of grass clippings or debris into splash pad, street, planters or rock mulch will not be tolerated. No grass clippings or other debris are allowed to enter Storm Drains! Contractor will be required to repair, at their expense, damages to irrigation system components, trees, and shrubs.	AC	7.13	\$481.95 28 weeks of mowing	\$ 13,494.60

Item #	Description	Unit	Quantity	Unit Price	Amount
3	Trimming and Edging - Provide weekly trimming around trees and other objects. Mechanical edging of sidewalks, trails, and curbs. Damaging trees, flowers, shrubbery or other objects will not be tolerated. Full restoration of damaged items will be required.	LS	1	\$ 357.00 28 weeks of mowing	\$ 9,996.00
4	Fall Leaf Removal - Removal of all leaves in the parks, basins, streetscapes and parking lot areas.	LS	1	\$4,267.27 1 service	\$ 4,267.27
6	Repair of Damaged Lawn Areas - Cost per square foot for re-seeding or re-sodding of damaged lawn areas.	SF		\$0.85/sf	\$ 0.85/sf

7	Flower Bed Maintenance – Weekly weeding of flower beds. Pruning as needed (based on Recognized Industry Guidelines) to maintain plantings in beds. Fall/Spring pruning/cutting back to be included.	LS		\$17,452.84	\$17,452.84
				see Lawn Butler proposal for breakdown of services 28 weeks of flower bed weeding (\$12,994.80) 2 shrub trims (\$2,811.38) 1 Fall cutback of perennials/grasses (\$1,646.66)	
8	Fertilization - Apply Early/Spring fertilizer w/slow release Nitrogen with Iron. Additional applications of fertilizer may be needed in sports field and other areas to maintain a green, healthy lawn. Fall fertilizer application to be included as well. Coordinate with City contact. Provide documentation of application dates, quantities and locations of fertilizer applications.	LS		\$25,433.88	\$25,433.88
				see Lawn Butler proposal for breakdown of services 1 Spring Fert App (\$17,718.16) 1 Fall Fert App (\$7,715.72)	
9	Weed Control – Provide Pre-emergent herbicide application for control of weeds and noxious grasses. Provide additional herbicide applications as necessary to maintain turf and planted areas weed free. Weekly removal of weeds from tree rings, planted areas and rock mulch areas as needed. Provide documentation with type, quantities, dates and locations of applications. Proof of proper licensing must be provided to Vineyard. Spot treatment of noxious weeds and undesirable grasses will be required.	LS		\$1,948.27	\$3,896.55
				2 Weed Control Apps	
10	Vineyard Road – Additional cost for mowing, edging and weeding of planted areas. Price to be added to base bid when this portion is accepted by the City.	LS	6.4 ac.	\$856.80	\$23,990.40
				28 weeks of mowing & weeding	
11	Loop Road – Additional cost for mowing, edging and weeding of planted areas. Price to be added to base bid, when this portion is accepted by the City.	LS	3.2 ac.	\$571.20	\$15,993.60
				28 weeks of mowing & weeding	

Total Price for Base Bid \$149,511.14 Dollars.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 5 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 6 – BID SUBMITTAL

7.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed):

By: (SEAL)
(Individual's signature)

Doing business as:

A Partnership

Partnership Name: (SEAL)

By:
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed):

A Corporation

Corporation Name: (SEAL)

State of Incorporation:

Type (General Business, Professional, Service, Limited Liability): _____

By:
(Signature -- attach evidence of authority to sign)

Name (typed or printed):

Title: (CORPORATE SEAL)

Attest

Date of Authorization to do business in the State of Utah is ____/____/____.

BID/PROPOSAL FORM - **MD Properties**

Vineyard city

Landscape Maintenance
2019 Season

TABLE OF ARTICLES

Article No.

Bid Recipient	1
Bidder's Acknowledgements	2
Further Representations	3
Basis of Bid	4
Time of Completion	5
Bid Submittal	6

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

1.02 Vineyard City

1.03 125 South Main

1.04 Vineyard, UT 84058

1.05

2.01 The undersigned Bidder proposes and agrees, if this Bid is accepted: (1) to enter into an Agreement with Owner in the form included in the Bidding Documents, (2) to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

3.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No. Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has obtained and carefully studied all additional or supplementary information needed perform the work as described in the bid documents, possible hazards which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto

- E. Bidder does not consider that any further investigations or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents
- F. Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- H. Bidder will submit written evidence of its authority to do business in the state, including insurance, e-verification cards for each employee, background checks, etc. Bidder will submit evidence of having performed similar maintenance for 3 other entities, IE. Name of Contact person, length of contract, etc. Vineyard reserves the right to approve/reject bid based on prior performance and/or upon investigation of references submitted.

ARTICLE 3 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 4 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown in the following Unit Price Schedule:

UNIT PRICE SCHEDULE - BASE BID					
Item #	Description	Unit	Quantity	Price per Mowing	Annual Amount
1	Mowing - Mowing all areas of grass, with the exception of designated sports fields, weekly, or as needed to prevent removing more than one third of the grass blades. Grass height in park strips and all areas, 2.5 to 3.5 inches max. Scalping prohibited. Mower blades must be kept sharp. Grass clippings must be mulched or picked up. Blowing of grass clippings or debris	AC	35.55	\$2400	\$

	into splash pad, street, planters or rock mulch will not be tolerated. No grass clippings or other debris are allowed to enter Storm Drains! Contractor will be required to repair, at their expense, damages to irrigation system components, trees, and shrubs.				
2	Mowing – Additional cost to mow sports fields once more per week to maintain grass height to 1.5 to 2 inches. Scalping is prohibited. Mower blades must be kept sharp. Grass clippings must be mulched or picked up. Blowing of grass clippings or debris into splash pad, street, planters or rock mulch will not be tolerated. No grass clippings or other debris are allowed to enter Storm Drains! Contractor will be required to repair, at their expense, damages to irrigation system components, trees, and shrubs.	AC	7.13	\$600	\$

Item #	Description	Unit	Quantity	Unit Price	Amount
3	Trimming and Edging - Provide weekly trimming around trees and other objects. Mechanical edging of sidewalks, trails, and curbs. Damaging trees, flowers, shrubbery or other objects will not be tolerated. Full restoration of damaged items will be required.	LS	1	\$1935	\$
4	Fall Leaf Removal - Removal of all leaves in the parks, basins, streetscapes and parking lot areas.	LS	1	\$6200	\$
6	Repair of Damaged Lawn Areas - Cost per square foot for re-seeding or re-sodding of damaged lawn areas.	SF	Re-seed .45/SF Sod \$1.25/SF	\$	\$

7	Flower Bed Maintenance – Weekly weeding of flower beds. Pruning as needed (based on Recognized Industry Guidelines) to maintain plantings in beds. Fall/Spring pruning/cutting back to be included.	LS	1	\$850	\$
8	Fertilization - Apply Early/Spring fertilizer w/slow release Nitrogen with Iron. Additional applications of fertilizer may be needed in sports field and other areas to maintain a green, healthy lawn. Fall fertilizer application to be included as well. Coordinate with City contact. Provide documentation of application dates, quantities and locations of fertilizer applications.	LS	1	\$6000 per app	
9	Weed Control – Provide Pre-emergent herbicide application for control of weeds and noxious grasses. Provide additional herbicide applications as necessary to maintain turf and planted areas weed free. Weekly removal of weeds from tree rings, planted areas and rock mulch areas as needed. Provide documentation with type, quantities, dates and locations of applications. Proof of proper licensing must be provided to Vineyard. Spot treatment of noxious weeds and undesirable grasses will be required.	LS	1	\$5400 per app	
10	Vineyard Road – Additional cost for mowing, edging and weeding of planted areas. Price to be added to base bid when this portion is accepted by the City.	LS	6.4 ac.	\$865 per week	\$
11	Loop Road – Additional cost for mowing, edging and weeding of planted areas. Price to be added to base bid, when this portion is accepted by the City.	LS	3.2 ac.	\$725 per week	\$

Total Price for Base Bid _____ Dollars.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 5 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 6 – BID SUBMITTAL

7.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed):

By: (SEAL)
(Individual's signature)

Doing business as:

A Partnership

Partnership Name: (SEAL)

By:
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed):

A Corporation

Corporation Name: MD Property Services (SEAL)

State of Incorporation: Utah

Type (General Business, Professional, Service, Limited Liability): _____

By: Michael Gray

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Michael Gray

Title: vice president (CORPORATE SEAL)

Attest

Date of Authorization to do business in the State of Utah is ____/____/____.

BID/PROPOSAL FORM - **Affordable**

Vineyard city

Landscape Maintenance
2019 Season

TABLE OF ARTICLES

Article No.

Bid Recipient	1
Bidder's Acknowledgements	2
Further Representations	3
Basis of Bid	4
Time of Completion	5
Bid Submittal	6

ARTICLE 1 –

BID RECIPIENT

1.01 This Bid is submitted to:

1.02 Vineyard City

1.03 125 South Main

1.04 Vineyard, UT 84058

1.05

2.01 The undersigned Bidder proposes and agrees, if this Bid is accepted: (1) to enter into an Agreement with Owner in the form included in the Bidding Documents, (2) to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

3.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has obtained and carefully studied all additional or supplementary information needed perform the work as described in the bid documents, possible hazards which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and

procedures expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto

- E. Bidder does not consider that any further investigations or data are necessary for the determination of this Bid for performance of the Work at the prices bid and within the times and in accordance with the other terms and conditions of the Bidding Documents
- F. Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- H. Bidder will submit written evidence of its authority to do business in the state, including insurance, e-verification cards for each employee, background checks, etc. Bidder will submit evidence of having performed similar maintenance for 3 other entities, IE. Name of Contact person, length of contract, etc. Vineyard reserves the right to approve/reject bid based on prior performance and/or upon investigation of references submitted.

ARTICLE 3 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 4 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the unit prices shown in the following Unit Price Schedule:

UNIT PRICE SCHEDULE - BASE BID					
Item #	Description	Unit	Quantity	Price per Mowing	Annual Amount
1	Mowing - Mowing all areas of grass, with the exception of designated sports fields, weekly,	AC	35.55	\$3,408.74	\$102,262.24

	or as needed to prevent removing more than one third of the grass blades. Grass height in park strips and all areas, 2.5 to 3.5 inches max. Scalping prohibited. Mower blades must be kept sharp. Grass clippings must be mulched or picked up. Blowing of grass clippings or debris into splash pad, street, planters or rock mulch will not be tolerated. No grass clippings or other debris are allowed to enter Storm Drains! Contractor will be required to repair, at their expense, damages to irrigation system components, trees, and shrubs.				
2	Mowing – Additional cost to mow sports fields once more per week to maintain grass height to 1.5 to 2 inches. Scalping is prohibited. Mower blades must be kept sharp. Grass clippings must be mulched or picked up. Blowing of grass clippings or debris into splash pad, street, planters or rock mulch will not be tolerated. No grass clippings or other debris are allowed to enter Storm Drains! Contractor will be required to repair, at their expense, damages to irrigation system components, trees, and shrubs.	AC	7.13	\$696.05	\$20,881.64

Item #	Description	Unit	Quantity	Unit Price	Amount
3	Trimming and Edging - Provide weekly trimming around trees and other objects. Mechanical edging of sidewalks, trails, and curbs. Damaging trees, flowers, shrubbery or other objects will not be tolerated. Full restoration of damaged items will be required.	LS	1	\$.51 LF	\$79,153.76

4	Fall Leaf Removal - Removal of all leaves in the parks, basins, streetscapes and parking lot areas.	LS	1	\$253.50 Acre	\$8,990.34
6	Repair of Damaged Lawn Areas - Cost per square foot for re-seeding or re-sodding of damaged lawn areas.	SF		\$1.50	\$
7	Flower Bed Maintenance – Weekly weeding of flower beds. Pruning as needed (based on Recognized Industry Guidelines) to maintain plantings in beds. Fall/Spring pruning/cutting back to be included.	LS		\$.46 sqft	\$13,139.27
8	Fertilization - Apply Early/Spring fertilizer w/slow release Nitrogen with Iron. Additional applications of fertilizer may be needed in sports field and other areas to maintain a green, healthy lawn. Fall fertilizer application to be included as well. Coordinate with City contact. Provide documentation of application dates, quantities and locations of fertilizer applications.	LS		\$	
9	Weed Control – Provide Pre-emergent herbicide application for control of weeds and noxious grasses. Provide additional herbicide applications as necessary to maintain turf and planted areas weed free. Weekly removal of weeds from tree rings, planted areas and rock mulch areas as needed. Provide documentation with type, quantities, dates and locations of applications. Proof of proper licensing must be provided to Vineyard. Spot treatment of noxious weeds and undesirable grasses will be required.	LS		\$	
10	Vineyard Road – Additional cost for mowing, edging and weeding of planted areas. Price to be added to base bid when this portion is accepted by the City.	LS	6.4 ac.	\$	\$24,933.88

11	Loop Road – Additional cost for mowing, edging and weeding of planted areas. Price to be added to base bid, when this portion is accepted by the City.	LS	3.2 ac.	\$	\$12,957.30
----	---	----	---------	----	-------------

Total Price for Base Bid \$262,326.93 Dollars.

This is \$29147.44 per month based on 9 month Contract.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 5 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 6 – BID SUBMITTAL

7.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed):

By: (SEAL)
(Individual's signature)

Doing business as:

A Partnership

Partnership Name: (SEAL)

By:
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed):

A Corporation

Corporation Name: (SEAL)

State of Incorporation:

Type (General Business, Professional, Service, Limited Liability):_____

By:
(Signature -- attach evidence of authority to sign)

Name (typed or printed):

Title: (CORPORATE SEAL)

Attest

Date of Authorization to do business in the State of Utah is ____/____/____.



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 10, 2019

Agenda Item: 7.6 – 2019 Fertilization and Weed Control Contract

Department: Public Works

Presenter: Sullivan Love

Background/Discussion: In the years past, we have contracted with A to Z to include fertilization and weed control applications to their landscape maintenance contract. We were contacted by TruGreen. This company provides fertilization, weed control and a variety of other services to commercial entities. They asked if they could provide a bid for some of these services, in conjunction with the bid request of the landscape maintenance. They provided a bid for aeration, fertilization, weed control and ground sterilant. By comparison, their prices were much better than the prices provided by the other landscape contractors. They have given us prices for these services, per acre. In other words, we can adjust the total number of acres they service and the price per acre will remain constant. This will benefit us, as we accept additional properties in the future. The other benefit, for Vineyard is in their performance guarantee. They will return and re-treat, free of charge, any areas where we see that the first application was ineffective.

The cost of these services will vary, dependent on which service is rendered. The attached spreadsheet outlines the expected costs of each service – IE. 1 round of turf fertilization = \$1,521.66.

The contract/service agreement shall be a one-year contract with an option to renew up to 3 times, for a total of 4 years of service.

Fiscal Impact: The budget currently has adequate funds to cover the rest of this fiscal year. We have been working on next year's budget and adequate funds will be set aside to cover the amounts in this bid.

Recommendation: It is recommended by staff to enter into an agreement with TruGreen to provide the above-mentioned services.

Sample Motion:

Attachments: Attach bids, bid tabulation spreadsheet

Sullivan Love

From: Burdette, Chad <ChadBurdette@trugreenmail.com>
Sent: Monday, March 25, 2019 11:14 AM
To: Sullivan Love
Subject: TruGreen Pricing

Sullivan, here is the pricing that you asked me to send over to you. Please let me know if you need anything else.

Fertilizer & Weed Control - \$81.50 per acre
Veg. Control for beds - \$40.75 per acre
Grass Aeration - \$120.00 per acre

We are looking forward to the potential opportunity to work more closely with you this year.

Thanks and *stay green...*



Chad Burdette
Business Development Manager
West Jordan, Utah

801.430.2640 – Cell
801.974.5429 #2 – Office

<https://feedback.listen360.com/en/1329081940778685441/portal> - Quick Survey

LAWN CARE

Weed Control
Fertilization
Grub Control
Aeration & Seed

TREE & SHRUB CARE

Tree/Shrub Fertilization
Insect & Disease Control
Tree Iron Injections
Boring Insect Control

ADDITIONAL SERVICES

Ice Melt – Free Delivery
Mosquito Control
Pest Control
Vegetation Control

CONFIDENTIALITY NOTICE: The information contained in this e-mail, including any attachment(s), is confidential information that may be privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or if you received this message in error, then any direct or indirect disclosure, distribution or copying of this message is strictly prohibited. If you have received this message in error, please notify TruGreen by calling (800) 456-5296 and by sending a return e-mail, delete this message, and destroy all copies, including attachments.

Service Location Name	Map ?	CPE ?	Address	City	Zip	Lawn sqft	Flower Bed sqft	Aeration sqft	Sterilant	Veg. Control	Gate Code	Mow Day	Rounds Requested / Dates C				
													1	2	3	4	5
300 West				Vineyard		14,600	2,000	14,600		55,000							
400 South				Vineyard		6,300		6,300									
650 North				Vineyard		5,300	5,300	5,300		5,300							
Center Street & Vineyard(corner)				Vineyard		53,500		53,500									
City Hall Parking Lot (sterilant) \$450				Vineyard					58,500								
Elms Trail				Vineyard						17,000							
Gammon Park				Vineyard		158,000		158,000									
Homestead Open Space				Vineyard		32,600		32,600									
LeCheminant Park				Vineyard		10,100		10,100									
Main Street				Vineyard		77,500	39,500	77,500									
Rail Road Tracks (sterilant) \$450				Vineyard					59,500								
Rendezvous Park				Vineyard		25,000		25,000									
Shoreline Trail				Vineyard						30,000							
Sunset Drive Park				Vineyard		17,000		17,000									
The Cottonwoods (open space)				Vineyard		22,500		22,500									
The Maples (open space)				Vineyard		22,500		22,500									
Thresher Pocket Park				Vineyard						5,800							
Vineyard City Hall				Vineyard		37,000		37,000									
Vineyard Grove Park (field)				Vineyard		321,392		321,392									
Vineyard Road				Vineyard		10,000		10,000		2,000							
Vineyard Trail				Vineyard						7,700							
				Vineyard													
				Vineyard													
				Vineyard													
				Vineyard													
				Vineyard													
				Vineyard													

Total Square Feet	813,292	46,800	813,292	118,000	122,800
Total Acres	19	1	19	2	3
Price Per Acre	\$81.50	\$40.75	\$120.00	\$450.00	\$40.75
	1 acre = 43,4560 sqft				
	\$1,521.66	\$43.78	\$2,240.47	\$900.00	\$114.88
			\$4,820.79		



Date: April 10, 2019
From: Morgan Brim, Community Development Director
To: City Council
Item: 9.1: Telos U Facility Subdivision
Address: 600 South Geneva (Southwest corner of 575 South and Geneva Road)
Applicant: Craig LaMont



ANAYLISIS

The applicant is proposing to consolidate a 1.07-acre retail zoned parcel in Vineyard and a 3.32-acre parcel, Telos Academy, located in Orem into one parcel. The new parcel will be 4.39 acres in size. The proposal will eliminate the property line identified in green above, and will remain split between both cities. The city manager is working with Orem City to establish a taxing agreement. Currently, the retail strip parcel in Vineyard, only contains a depth of 80 feet. As it is zoned Regional Commercial, setbacks of 25 feet would apply on the north (525 S.) and 20 feet on the south property line. This only leaves a depth of 35 feet for a building pad and makes the property difficult to develop. The proposed lot consolidation would provide approximately 45-55 feet of additional developable property.

STAFF RECOMMENDATION:

Staff is recommending approval to the City Council with the following conditions:

1. The property owner works with the city to establish a taxing agreement, if deemed necessary by the City Manager.
2. All site plan and development approvals associated with any property located within Vineyard be reviewed and approved as required by city ordinance.
3. The applicant pays any outstanding fees and makes any redline corrections.

4. The applicant is subject to all federal, state and local laws.

PROPOSED MOTION:

"I move to approve of the proposed Telos U Facility Subdivision Plat with the proposed conditions."

Attachments:

Proposed Plat



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 10, 2019

Agenda Item: 9.2 Cancellation of the April 24 Meeting

Department: Administration

Presenter: Jacob McHargue

Background/Discussion: Because the Utah League of Cities and Towns will be holding their semi-annual conference in St. George at the time of the April 24 meeting, and enough staff and councilmembers wish to attend, it is recommended that the April 24 meeting be cancelled.

Fiscal Impact: N/A

Recommendation:

Staff is recommending that the City Council cancel the April 24, 2019 City Council meeting.

Sample Motion:

I move to cancel the April 24, 2019 City Council meeting due to the possible lack of a quorum.

Attachments: N/A



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 10, 2019

Agenda Item: 9.3 Sister Cities International Day

Department: Mayor

Presenter: Julie Fullmer

Background/Discussion:

Utah Cities and towns were encouraged to participate in forming a sister city relationship/s this year, 2019, by the Utah League of Cities and Towns and state. We have a resolution and proclamation for the council to adopt to show support, recognizing the impact of Sister Cities Internationally and expressing support for the designation of July 15, 2019 as “Sister Cities International Day”

Fiscal Impact:

N/A

Recommendation:

The city council approve the resolution proclaiming July 15, 2019 as Sister Cities International Day.

Sample Motion:

I move to approve resolution 2019-04 proclaiming July 15, 2019 as Sister Cities International Day.

Attachments:

Resolution

RESOLUTION 2019-04

Recognizing the impact of Sister Cities International and expressing support for the designation July 15, 2019 as “Sister Cities International Day”

WHEREAS, to facilitate and maintain world peace, cities, their elected officials, and their citizens need to collaborate internationally, through international organizations such as Sister Cities International.

WHEREAS, in 2019 Sister Cities International celebrated 63 years of global citizen and civic diplomatic action, and helping support a future where the world’s cities, communities and its citizens can come together in common ground.

WHEREAS, Sister Cities International Day is a fitting occasion to commemorate the significant impact that these relationships have made in building bridges across nations, cities and communities around the globe in order to create and sustain world peace,

WHEREAS, Sister Cities International was founded as a Presidential initiative by President Dwight D. Eisenhower on September 11, 1956 at the White House Conference on citizen diplomacy to create more community-led global relationships so that people of different cultures could appreciate their differences and build partnerships that would lessen the chance of new national conflicts,

WHEREAS, Sister Cities International as described by President Eisenhower promotes that fact “that all people want peace. If we are to take advantage of this assumption that all people want peace, then the problem is for people to get together and to leap governments – if necessary, to evade governments – to work out not one method but thousands of methods by which people can gradually learn a little bit more of each other.”

WHEREAS, Since President Eisenhower, every sitting president has been the Honorary Chairman of Sister Cities International,

WHEREAS, Sister Cities International currently has over 570 member cities, counties, and states with relationships with over 2,300 communities in 150 countries, spanning 6 continents having representation in nearly every district represented in the House of Representatives.

WHEREAS, the impact of Sister Cities International programs in 2014 has included participation of 1.13 Million. Collectively, in 2014 the SCI network hosted 2316 events and engaged 32,876 volunteers throughout the U.S.

WHEREAS, countless city, county, and state governments and their leaders have been involved in global relationships due to Sister Cities International and,

WHEREAS, these relationships include educational, economic, cultural, municipal and humanitarian assistance exchange programs that are mutually beneficial to each community,

WHEREAS, Sister Cities International Day is a call to action for Americans and citizens of the world to come together to celebrate the importance of communities' continued commitment to supporting to a more peaceful and prosperous future through continued people-to-people exchanges,

WHEREAS, Sister Cities International Day is an opportune time for Americans and the world to come together and show how powerful humanity can be when we unite to promote peace, progress and prosperity for a better world:

Now therefore, be it Resolved, that I, Julie Fullmer, Mayor of the City of Vineyard, Utah do hereby proclaim July 15, 2019 as Sister Cities International Day in the City of Vineyard, Utah, and encourage all citizens to learn about, understand, and participate in this peacekeeping and economy-building effort.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Vineyard, Utah, to be affixed this 10th day of April, 2019.

Mayor

Attest:

City Recorder



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 10, 2019

Agenda Item: 9.4 Municipal Alternate Voting Methods Pilot Project (also known as Ranked Choice Voting)

Department: Recorder/Elections

Presenter: Pamela Spencer

Background/Discussion: In 2018, the Utah State Legislature passed HB 35 Municipal Alternate Voting Methods Pilot Project that established a pilot project in which cities could use instant runoff voting, also known as ranked choice voting. It passed the House 67-3, the Senate 22-0, and Governor Herbert signed it into law in March 2018.

In December 2018 the mayor and City Council voted to participate in the pilot project with the option to revisit their decision in April of 2019. In 2019 the Utah State Legislature passed HB 277, which changed the date for opting in and out of the pilot project to April 15. This bill also changed the candidate declaration filing dates from June 1 through June 7 to the second Tuesday in August through the third Tuesday in August for those cities using the Municipal Alternate Voting Methods Pilot Project.

The legislature also approved funds to help municipalities and counties in the education of voters about the pilot project.

Fiscal Impact: approximately \$6,000

Recommendation:

Staff is recommending that the City Council approve the use of Municipal Alternate Voting Methods Pilot Project for the 2019 Municipal Elections

Sample Motion:

I move to approve by resolution 2019-05 that the city of Vineyard participate in the Municipal Alternate Voting Methods Pilot Project for the 2019 Municipal Elections.

Attachments:

Resolution 2019-05



VINEYARD CITY COUNCIL STAFF REPORT

Meeting Date: April 10, 2019

Agenda Item: 9.5 Interlocal Agreement with Utah County

Department: Recorder/Elections

Presenter: Pamela Spencer

Background/Discussion:

The past two election cycles we have had a need to contract with Utah County and their elections office to conduct our elections. With the increase in Vineyard's population, I feel that it would be beneficial to continue the relationship with the county to facilitate the running of our elections.

The municipal elections officer will be responsible for the following:

- All administrative functions related to candidate filing.
- All administrative functions related to financial disclosure required by state code and/or city code.
- Publish Public Notices required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep candidates and the public up to date and current on all legal requirements governing candidates and campaigns.
- Thoroughly examine and proof all election programming done for the 2019 City Municipal Election. Final approval of ballots and programming will rest with the City.
- Host on the official City web site a link to or copy of the official reported results as hosted on the County Elections web page.
- City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County.
- City will canvass the final elections results.
- Any other municipal duties not outlined in the interlocal agreement.

The county will be responsible for the following:

- Ballot Layout and Design
- Ballot Printing
- Ballot Mailings
- Return Postage
- Ballot Processing
- Printing Optical Scan Ballots
- Program and Test Voting Equipment



VINEYARD CITY COUNCIL STAFF REPORT

- Program Electronic Voter Register
- Poll Worker Recruitment and Training
- Compensate Vote Center Poll Worker
- Deliver Supplies and Equipment
- Tabulate and Report Election Results on County Website
- Provisional Ballot Verification
- Update Voter History Database
- Conduct Audits (as required)
- Conduct Recounts (as needed)
- Election Day Administrative Support
- Operation of county-wide vote centers
- Provide final, canvass report of Official Election Results. The city is responsible to canvass their municipal election on the date designated by the county.
- Such results will constitute the final Official Results of the Election.
- Any other county duties not outlined in the interlocal agreement.

Fiscal Impact: The county has calculated that it will cost them approximately \$1.80 per voter to run the Municipal Elections. Based on the number of active voters, which is currently 2,871, the totals the county has given us are \$5,167.80 per election, with a total of \$10,335.60 if we hold a Primary Election. This amount is subject to change depending on how many new voters register between now and the election.

Recommendation:

Staff is recommending that the City Council approve the mayor to sign the Interlocal Cooperation Agreement between Utah County and Vineyard City for the administration of the 2019 Municipal Elections.

Sample Motion:

I move to approve the mayor to sign the Interlocal Cooperation Agreement between Utah County and Vineyard City for the administration of the 2019 Municipal Elections.

Attachments:

ILA

Scope

Cost calculation

Exhibit A
2019 Municipal Elections
Scope of Work for Election Services
Revised 3/26/2019

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

Services the City will provide, but are not limited to:

- All administrative functions related to candidate filing.
- All administrative functions related to financial disclosure required by state code and/or city code.
- Publish Public Notices required by law. The City may work with the County to publish notices jointly with other jurisdictions.
- Accept responsibility to keep candidates and the public up to date and current on all legal requirements governing candidates and campaigns.
- Thoroughly examine and proof all election programming done for the 2019 City Municipal Election. Final approval of ballots and programming will rest with the City.
- Host on the official City web site a link to or copy of the official reported results as hosted on the County Elections web page.
- City will not change the format or otherwise alter the official reported results, only displaying them in the form and format as provided by the County.
- City will canvas the final elections results.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

The City agrees to consolidate all elections administration functions and decisions in the office of the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot Layout and Design
- Ballot Printing
- Ballot Mailings
- Return Postage
- Ballot Processing
- Printing Optical Scan Ballots
- Program and Test Voting Equipment
- Program Electronic Voter Register
- Poll Worker Recruitment and Training
- Compensate Vote Center Poll Worker
- Delivery of Supplies and Equipment
- Tabulate and Report Election Results on County Website
- Provisional Ballot Verification
- Update Voter History Database
- Conduct Audits (as required)
- Conduct Recounts (as needed)
- Election Day Administrative Support
- Operation of county wide vote centers.
- Provide final, canvass report of Official Election Results. The city is responsible to canvass their municipal election on the date designated by the county.
- Such results will constitute the final Official Results of the Election.

The County will provide a good faith estimate for budgeting purposes. Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

The City acknowledges that this Interlocal Agreement relates to a municipal ballot and election and as required by state statute, the City Clerk/Recorder is the Election Officer.

2019 Municipal Elections

Exhibit B

Active Voters for billing purposes, will be calculated 7 days before each Election Day

VINEYARD

Election		Active Voters as of 3/1/19		Not to exceed \$1.80 per voter per election	
Primary		2871		\$	5,167.80
General		2871		\$	5,167.80
		Estimated Cost as of 3/1/2019		\$	10,335.60

**INTERLOCAL COOPERATION AGREEMENT BETWEEN UTAH COUNTY
AND VINEYARD CITY
FOR THE ADMINISTRATION OF THE 2019 MUNICIPAL ELECTIONS**

THIS IS AN INTERLOCAL COOPERATION AGREEMENT (Agreement), made and entered into by and between Utah County, a political subdivision of the State of Utah, and Vineyard City, a Utah municipality and political subdivision of the State of Utah, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act (“Act”), Title 11, Chapter 13, Utah Code, public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into written agreements with one another for joint or cooperative action; and

WHEREAS, pursuant to the Act, the parties desire to work together through joint and cooperative action that will benefit the residents of both Utah County and CITY; and

WHEREAS, the parties to this Agreement are public agencies as defined in the Act; and

WHEREAS, Utah County and CITY desire to successfully conduct the 2019 CITY Municipal Primary (August 13, 2019) and General (November 5, 2019) Elections (collectively “2019 CITY Municipal Elections”); and

WHEREAS, it is to the mutual benefit of both Utah County and CITY to enter into an agreement providing for the parties’ joint efforts to administer the 2019 CITY Municipal Elections.

NOW, THEREFORE, the parties do mutually agree, pursuant to the terms and provisions of the Act, as follows:

Section 1. EFFECTIVE DATE; DURATION

This Agreement shall become effective and shall enter into force, within the meaning of the Act, upon the submission of this Agreement to, and the approval and execution thereof by Resolution of the governing bodies of each of the parties to this Agreement. The term of this Agreement shall be from the effective date hereof until the completion of the parties' responsibilities associated with the 2019 CITY Municipal Elections or until terminated but is no longer than 1 year from the date of this Agreement. This Agreement shall not become effective until it has been reviewed and approved as to form and compatibility with the laws of the State of Utah by the Utah County Attorney and the attorney for CITY. Prior to becoming effective, this Agreement shall be filed with the person who keeps the records of each of the parties hereto.

Section 2. ADMINISTRATION OF AGREEMENT

The parties to this Agreement do not contemplate nor intend to establish a separate legal entity under the terms of this Agreement. The parties hereto agree that, pursuant to Section 11-13-207, Utah Code, Utah County, by and through the Utah County Clerk/Auditor Elections Office, shall act as the administrator responsible for the administration of this Agreement. The parties further agree that this Agreement does not anticipate nor provide for any organizational changes in the parties. The administrator agrees to keep all books and records in such form and manner as Utah County shall specify and further agrees that said books shall be open for examination by the parties hereto at all reasonable times. The parties agree that they will not acquire, hold nor dispose of real or personal property pursuant to this Agreement during this joint undertaking.

Section 3. PURPOSES

This Agreement has been established and entered into between the parties for the purpose

of administering the 2019 CITY Municipal Elections. This Agreement contemplates basic, traditional primary and general elections for the 2019 CITY Municipal Elections. All other election-related services, including but not limited to services for special elections or elections for subsequent years, will need to be agreed to in a separate writing signed by both parties.

Section 4. RESPONSIBILITIES

The parties agree to fulfill the responsibilities and duties as contained in Exhibit A which is attached hereto and by this reference is incorporated herein for the 2019 CITY Municipal Elections.

CITY agrees to pay to Utah County the actual cost of County's administration of the 2019 CITY Municipal Elections which cost shall not exceed the estimated costs as contained in Exhibit B which is attached hereto and by this reference is incorporated herein. CITY agrees to pay to County the cost as contemplated herein within 30 days of receiving an invoice from County.

Section 5. METHOD OF TERMINATION

This Agreement will automatically terminate at the end of its term herein, pursuant to the provisions of paragraph one (1) of this Agreement. Prior to the automatic termination at the end of the term of this Agreement, any party to this Agreement may terminate the Agreement sixty days after providing written notice of termination to the other parties. Should the Agreement be terminated prior to the end of the stated term, CITY will be responsible for any costs incurred, including costs not then incurred but which are contemplated herein and irreversible at the time of termination such as return mailing costs, through the time of termination. The Parties to this Agreement agree to bring current, prior to termination, any financial obligation contained herein.

Section 6. INDEMNIFICATION

The parties to this Agreement are political subdivisions of the State of Utah. The parties agree to indemnify and hold harmless the other for damages, claims, suits, and actions arising out of a negligent error or omission of its own officials or employees in connection with this Agreement. It is expressly agreed between the parties that the obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, Section 63G-7-604.

Section 7. FILING OF INTERLOCAL COOPERATION AGREEMENT

Executed copies of this Agreement shall be placed on file in the office of the County Clerk/Auditor of Utah County and with the official keeper of records of CITY, and shall remain on file for public inspection during the term of this Agreement.

Section 8. ADOPTION REQUIREMENTS

This Agreement shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-202.5, Utah Code, and (d) filed in the official records of each party.

Section 9. AMENDMENTS

This Agreement may not be amended, changed, modified or altered except by an instrument in writing which shall be (a) approved by Resolution of the governing body of each of the parties, (b) executed by a duly authorized official of each of the parties, (c) submitted to and approved by an Authorized Attorney of each of the parties, as required by Section 11-13-205.5, Utah Code, and (d) filed in the official records of each party.

Section 10. SEVERABILITY

If any term or provision of the Agreement or the application thereof shall to any extent be

invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and shall be enforced to the extent permitted by law. To the extent permitted by applicable law, the parties hereby waive any provision of law which would render any of the terms of this Agreement unenforceable.

Section 11. NO PRESUMPTION

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that each of the parties have participated in the preparation hereof.

Section 12. HEADINGS

Headings herein are for convenience of reference only and shall not be considered any interpretation of the Agreement.

Section 13. BINDING AGREEMENT

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

Section 14. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at the addresses of the City Mayor or County Commission, or at such other addresses as may be designated by notice

given hereunder.

Section 15. ASSIGNMENT

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of all other parties to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Section 16. GOVERNING LAW

All questions with respect to the construction of this Agreement, and the rights and liability of the parties hereto, shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below:

UTAH COUNTY

Authorized by Resolution No. 2019 - ____, authorized and passed on the ____ day of _____ 2019.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

By: _____
WILLIAM C. LEE, Chairman

ATTEST: AMELIA A. POWERS
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:
DAVID O. LEAVITT, Utah County Attorney

By: _____
Deputy County Attorney

CITY

Authorized by Resolution No. _____, authorized and passed on the _____ day of
_____ 2019.

Mayor, CITY

ATTEST:

NAME
CITY Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH
CITY Attorney

By: _____