

BLUFFDALE CITY UTAH
RESOLUTION NO. 2009-14

**A RESOLUTION APPROVING THE CONTRACTOR BID FOR LAWN
MAINTENANCE SERVICES FOR BLUFFDALE CITY PROPERTIES**

WHEREAS, BLUFFDALE CITY (the "City"), is in need of lawn maintenance services for City properties; and

WHEREAS, the Public Works Department has solicited bids from qualified, responsible contactors for lawn maintenance services;

WHEREAS, at least three (3) competitive bids were received from responsive and responsible contractors,

WHEREAS, Bluffdale City Public Works Department has evaluated the bids and intends to award the contract to the lowest responsible bidder.

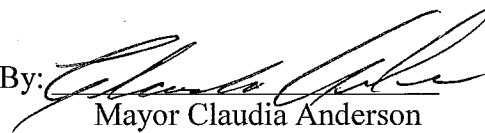
NOW, THEREFORE, BE IT RESOLVED BY THE BLUFFDALE CITY COUNCIL:

Section 1. Awarding of Contract. Bluffdale City hereby awards the contract to A to Z Landscaping, Inc. for lawn maintenance services for Bluffdale City properties (see Exhibit A).

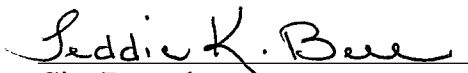
Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage and authorizes and directs the Mayor to execute and cause to be delivered the same.

PASSED ADOPTED AND APPROVED the 28th day of April, 2009.

By: 
Mayor Claudia Anderson

ATTEST:


City Recorder

Voting by the City Council:	Aye	Nay
Council Member Chisholm	<u> x </u>	_____
Council Member Flanigan	<u> x </u>	_____
Council Member Kartchner	<u> x </u>	_____
Council Member Lord	<u> x </u>	_____
Council Member Maxwell	<u> x </u>	_____

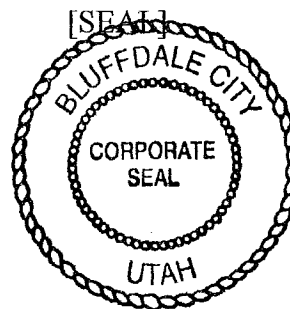


Exhibit "A"



14175 South Redwood Rd.
Bluffdale UT 84065

Lawn Maintenance Contract

This Contract is an agreement between A to Z Landscaping, Inc., hereinafter referred to as the contractor, and Bluffdale City, hereinafter referred to as the client. This contract is effective as of: May 16, 2009, and ending on December 31, 2009.

Contractor and Client hereby promise and agree to the maintenance of mowing and trimming grass at the following locations:

- City Park, 14400 South 2350 West
- City Building and Cemetery, 14175 South Redwood Rd.
- Ten Sleep Park, 14730 South 2700 West
- Detention Pond, 15488 South Iron Horse Blvd.
- Ball Fields, 1551 Rock Hollow Dr.
- Over Look Park, 14400 South 970 West,
- Market View, 13920 South Redwood Rd.

The above parks – parcels shall be mowed once per week. Weather conditions may involve the mowing more or less than once a week, as instructed by the Public Works Manager.

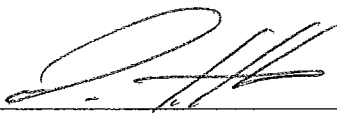
Contractor also agrees to the following:

- The Contractor agrees to furnish and pay all necessary expenses for all labor, tools, and equipment in connection with this contract.
- Contractor is responsible for repairing all damage caused by services. This includes but is not limited to; sprinklers, water lines, trees, and shrubs. Contractor must contact Bluffdale City Public Works Manager the day of all damages.
- Perform all lawn mowing, including to trimming, edging, and cleanup.
- Perform weekly mowing, or as needed, as directed by the City.
- Full edging around all hard edges, all fence lines, trees, and headstones.
- Remove all grass clippings from walkways, parking lots, and other paved areas (including trails).
- Clean-up of trash and debris left on grass after mowing.
- Shall furnish all labor, supervision, equipment, fuel, materials, tools, supplies, services and special skills required to perform the maintenance as set forth herein.
- Repair, replace, satisfactorily all damage to lands, grass, and vegetation cause by mowing equipment.
- Leave grass clippings on the lawn to decompose, unless in such significant clumps / piles that would damage – suffocate the grass.

- Do not blow grass onto any roadway, parking area, storm drains, or adjacent private property.
- Do not mow in severe wet conditions so as to not damage the turf, drainage or soil.
- Take every precaution to avoid spilling or leaking petroleum products. If such spillage/leakage does occur, the Contractor will take immediate steps to clean up the spill in accordance with recommended standards for dealing with spillage of hazardous material.

To the extent not inconsistent with the terms of this contract, or applicable only to the bidding process, the terms and conditions of that certain 2009 Bid for Grass Mowing – Landscaping signed by Bluffdale City and the Contractor, a copy of which is attached hereto as Exhibit “A”, are fully incorporated by reference into this contract. This contract, together with the attached Bid document, contains the entire understanding of the parties and may not be changed, amended or supplemented except by written agreement duly executed by the parties hereto. The prevailing party in any cause of action brought pursuant to this contract shall be entitled to recover from the non-prevailing party reasonable attorneys’ fees and costs.


This contract may be canceled by Contractor or Bluffdale City given thirty (30) days written notice.



Contractor

5-18-09

Date



Bluffdale City

4/28/09

Date