

MIDVALE CITY, UTAH

RESOLUTION NO. No. 2022-R-09

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN MIDVALE CITY
AND A TO Z LANDSCAPING INC. TO PERFORM LANDSCAPE SERVICES
ON CITY-OWNED PARKS AND FACILITIES**

WHEREAS, the City requires park maintenance and landscaping services to care for its public properties: and


WHEREAS, the City; has evaluated the specific service needs of the community taking into consideration the financial impacts of those services; and

WHEREAS, the City completed a thorough vetting process and determined that A to Z Landscaping Inc is the best suited contractor to meet the service levels of the community.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves this resolution authorizing the Mayor to sign an agreement with A to Z Landscaping to perform landscape services for City properties.

APPROVED AND ADOPTED this 15th day of March, 2022.


Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason,
City Recorder



Voting by the City Council	"Aye"	"Nay"
Dustin Gettel	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quinn Sperry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Heidi Robinson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bryant Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Park Maintenance and Landscaping Services Agreement

This Agreement to provide Park Maintenance and Landscaping Services is executed on _____, 2022, by Midvale City, a Utah municipal corporation and a political subdivision of Utah (“Midvale”), and [Contractor Name], a [Contractor Entity Type] (“Contractor”). Midvale and Contractor are collectively referred to as “Parties” and individually as “Party.”

Background

Midvale requires park maintenance and landscaping services to care for its public properties. Midvale’s parks and open space map and inventory are attached as Exhibit A.

On [RFP Issue Date], Midvale issued Request for Proposal # [RFP Number] for qualified bidders to provide park maintenance and landscaping services.

Contractor represented to the City that it is qualified to provide park maintenance and landscaping services and submitted a proposal to provide such services.

In accordance with Midvale Municipal Code 3.02.130, Midvale determined that Contractor was the responsive responsible bidder.

Therefore, in consideration of the mutual promises contained in this Agreement, the Parties agree:

Agreement

1. Scope of Services. The Contractor agrees to provide Park Maintenance and Landscaping Services for the properties designated in Exhibit A in accordance with the following requirements and the schedule provided in Section 2 of this Agreement (“Services”). Specifically, the Contractor must provide the following non-exhaustive list of services:

A. Chemical Weed Control. The Contractor must:

- I. Provide and apply all chemicals to control weeds common to particular landscaping areas;
- II. Provide preventative control where required;
- III. Be selective in use of chemical controls so to ensure against any improper application that may cause damage to turf, trees, or shrubs;
- IV. Follow all industry standard safety practices to ensure the safety of the user, the public, and their properties;

- V. Ensure no chemicals enter the storm drain system;
- VI. Report all spills to the City;
- VII. Clean up any spills according to the City's Storm Water Management Plan Standard Operating Procedures, attached as Exhibit B;
- VIII. Meet all State, City, and Environmental Protection Agency licensing requirements;
- IX. Provide a current pesticide applicator license;
- X. Spray all paved areas; parking lot edges, cracks, sidewalk joints, and tree rings where needed with appropriate chemicals such as Round-up or equivalent;
- XI. Keep tree rings free of weeds;
- XII. Not place the cut soil against a tree trunk when tree rings are cut back;
- XIII. Coordinate with the City's Park Maintenance before starting weed control application; and
- XIV. Keep chemical application records and supply a copy to Midvale City Park Maintenance within one week of completion of each chemical application.

B. Irrigation System Maintenance and Operation. The Contractor must:

- I. Start and de-winterize irrigation systems, including backflow installations, and test all irrigation systems according to the schedule outlined Section 3;
- II. Winterize irrigation systems and remove and store backflows until Spring installation according to the schedule outlined in Section 3;
- III. Repair, at Contractor's sole expense, all irrigation system damage that was caused by the Contractor's crews or equipment;
- IV. Repair any damage to the irrigation system immediately upon becoming aware of the damage to mitigate any additional damage to the landscape due to the damaged irrigation system; and
- V. Report damage not caused by the Contractor and the subsequent repair to the City's Parks Maintenance as soon as they are discovered.

C. Lawn and Grounds Services.

I. Mowing. The Contractor must:

1. Mow all turf areas to 2" to 3" during the growing season according to the schedule outlined Section 3 and as directed by Midvale City's Park Maintenance; and
2. Clean grass clippings after mowing. Contractor may not blow grass clippings into flower and shrub beds or onto the sidewalks, gutters, and roadways.

II. String Trimming. The Contractor must:

1. String-trim all turf areas according to the schedule outlined in Section 3 by mechanical means in areas inaccessible to mowers for a well-groomed appearance; and
2. Ensure that all trimmed areas are trimmed at the same height as the mowed grass and avoid a scalped appearance.

III. Edging. The Contractor must edge along all concrete walk and curbs, according to the schedule outlined in Section 3; and

IV. Manual Weed Control. The Contractor must weed, either with hand tools or by hand pulling.

V. General Cleanup. The Contractor must:

1. When mowing, monitor all turf, shrub, rock, and garden areas and remove loose trash, debris, and weeds of 2" in height;
2. After other duties, clear all walks and curb and gutter areas of grass clippings and other debris by blowing back onto the grass areas and not into roadways or parking lots;
3. Maintain bedding materials, such as bark, rock, or mulch; and
4. Clean edges and corners of parking lots as needed.

D. Fertilization. The Contractor must:

- I. Contact City's Parks Maintenance before fertilization begins and upon completion;

- II. Apply two or four applications of fertilizer at 1.5lb. N/1000 square feet per application as indicated in Section 3;
 - III. Report and immediately clean up any spills to City Parks Maintenance; and
 - IV. Keep, maintain, and provide a copy of fertilization records to City Park Maintenance within one week of completion of each fertilizer application.
- E. Miscellaneous Services.** The Contactor, as requested by the City, agrees to:
- I. Perform any additional work assigned by City Parks Maintenance; and
 - II. Install annual flowers in late May in specific planting areas.
- F. Standard Operating Procedures.** In performing the Services, the Contractor must follow the City's Storm Water Management Plan Standard Operating Procedures, attached as Exhibit B.
- G. Responsibility for Damage.** The Contractor is solely responsible for any injury or damage caused by the Contractor.
- H. Labor, Material, Equipment.** The Contractor is responsible for furnishing all labor, materials, equipment, and incidentals necessary to provide the Services under this Agreement.
- I. Coordinate with City Staff.** The Contactor must attend a weekly coordination meeting with the City's Parks Maintenance staff to discuss scheduling of tasks.
- 2. Excluded Services.** The following services are specifically excluded from this Agreement: tree pruning, chemical fertilization and spraying services for trees, replacement of mulch, snow removal, and maintenance of flowers.
- 3. Schedule of Services.** The Contractor agrees to perform Services at the properties in Exhibit A during the Growing Season and in accordance with the following Schedule and the service level noted in Exhibit A, unless otherwise directed by the City. For the purposes of this Agreement, the Growing Season is defined as a 28-week period each year typically from late March to late October, depending on the weather, during which the local conditions permit normal plant growth.
- A. Weekly Tasks.** The Contractor will perform the following services each week:
- I. Attend weekly coordination meeting with City's Park Maintenance staff;

- II. Pick-up and remove all trash and debris on the entire property before mowing;
 - III. Mow all turf areas;
 - IV. String trimming;
 - V. Edging;
 - VI. Manual weed control;
 - VII. General cleanup.
- B. Monthly Tasks.** Between March and October, the Contractor will clean up all underpass areas including, but not limited to, controlling and removing weeds and trash every month.
- C. Bi-Monthly Tasks.** The Contractor will perform the following tasks every 60 days:
- I. Use Round-up on hardscape areas and tree rings to eliminate weeds;
 - II. Spade edge planters where applicable;
 - III. Cultivate planter beds;
 - IV. Trim hedges and shrubs; and
 - V. Apply turf fertilization in April, June, August, and October for the following properties identified in Exhibit A:
 - 1. Bingham Junction Park;
 - 2. Adams Street Park;
 - 3. Cemetery;
 - 4. Performing Arts Center;
 - 5. City Hall;
 - 6. Police Station; and
 - 7. Public Works.
- D. Annual Tasks.** The Contractor will perform the following tasks every year.

I. Spring Cleanup. During the month of March, the Contractor will perform the following tasks depending on weather conditions:

1. Start and de-winterize irrigation systems including backflow installations and test all irrigation systems;
2. Apply spring turf weed control;
3. Apply spring turf fertilizer for all properties not listed in Subsection 3(C)(V);
4. Prep and weed planter beds;
5. Apply pre-emergent weed control; and
6. Aerate all turf areas.

All backflow installations are subject to inspections by the City.

II. Fall Cleanup. During the last two weeks of September or the month of October, the Contractor will perform the following tasks depending on the weather:

1. Remove leaves after all leaves have fallen;
2. Cut down perennial plants to 4-6 inches in height;
3. Winterize irrigation systems and remove and store backflows until spring installation;
4. Apply fall turf weed control; and
5. Apply turf fertilizer control for all properties not listed in Subsection 3(C)(V).

4. Adjustment of Services. The City may adjust the quantity of Services during the term of the Agreement.

5. Term. The Agreement will take effect on the date listed at the beginning of the Agreement. Unless otherwise terminated, the Agreement will terminate on December 31, 2027. This Agreement may not be automatically renewed.

6. **Compensation.**

- A. **Price.** Midvale agrees to pay the Contractor the Lump Sum for Services amount for Services performed under Subsections 1(A)-(D) divided into equal payments over each Growing Season. For any Miscellaneous Work assigned under Subsection 1(E), Midvale agrees to pay the Contractor at the defined rate below plus the cost of materials.

Item	Price	Unit
Lump Sum for Services	\$	Growing Season
Miscellaneous Work and Adjustment of Services		
Mowing	\$	Week
Increase/decrease open space	\$	Acre
Increase/decrease park strips	\$	Square Foot
Aeration	\$	Acre
Sprinkler repair (Non-Contractor Caused)	\$	Hour
Spraying for insect/pest or control disease	\$	Acre
Miscellaneous Services	\$	Hour

- B. **Price Adjustment.** Contractor understands that the prices in Subsection 5(A) may not be increased during the first 12 months. After the initial 12-month period, either Party may request a price adjustment. The City will only approve a request for a price adjustment if it is justified by current market conditions. All price adjustments will be processed as an amendment to this Agreement. The City will automatically benefit from any price reduction. Adjusted prices must include all applicable taxes.
- C. **Service Adjustment.** If the City adjusts the quantity of Services under Section 4 of this Agreement, the lump sum price under Subsection 6(A) will be correspondingly adjusted by the defined rate for the Service. If the adjustment happens during the Growing Season, the price adjustment will be prorated for the remaining portion of the Growing Season.

7. **Payment.**

- A. **Invoices.** Contractor must submit invoices for payment to Midvale on a monthly basis covering the Growing Season. Invoices must include an invoice number, the date the service was provided, the names of personnel providing the service, the type of service performed, the number of hours worked, the specific rate, actual cost of materials used if applicable, and the total extended dollar amount.
- B. **Payment.** Midvale will issue payments to Contractor for any uncontested charges within 30 days after receipt of invoices. The Parties will resolve any disputed charges in accordance with Section 10 of this Agreement.

8. **Non-appropriation of Funds or Changes in Law.** Upon 30 days written notice delivered to the Contractor, this Agreement may be terminated in whole or in part at the sole discretion of Midvale, if Midvale reasonably determines that:

- A. a change in federal, state, or City law materially affects the ability of either Party to perform under this Agreement;
- B. a change in available funds affects the City's ability to pay under this Agreement; or
- C. the City Council fails to fully fund the Services.

If the Agreement is terminated under this Section, Midvale will reimburse Contractor for the Services approved and properly performed until the effective date of said notice. The City is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

9. **Standard of Care.** The Contractor represents and warrants that the Services provided by the Contractor under this Agreement are provided in a manner consistent with the level of care and skill ordinarily exercised by or under the direction of members of Contractor's profession currently practicing in the Parties' locality and under similar conditions.

10. **Indemnification.**

- A. **Contractor.** Contractor agrees to indemnify, defend, and hold harmless Midvale and its elected officials, officers, employees, volunteers, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising from Contractor's performance under this Agreement.
- B. **Midvale.** Midvale agrees to indemnify, defend, and hold harmless the Contractor and its officers, employees, and agents from and against all damages, liabilities, and claims (including legal and attorneys' fees and costs) arising from the City's performance under this Agreement.

11. **Default.** In the event of a default under this Agreement, the non-defaulting Party may:

- A. Suspend the Contractor's performance under this Agreement until the default is corrected;
- B. Withhold payment until the default is corrected;
- C. Charge 1.5% interest, compounded monthly, on any unpaid amount until the amount is paid in full; and
- D. Terminate this Agreement in accordance with Section 9.

The list of remedies under this Section is not exhaustive or exclusive. Either Party may pursue any other right or remedy available to it, either in law or equity, on account of the other Party's default. Either Party may use any combination of remedies available.

12. Termination.

- A. Default.** This Agreement may be terminated for cause by the non-violating Party by providing written notice by the violating Party. The Party in default of this Agreement will be given 10 days after written notification to correct and cease the default. If the default has not been corrected, the non-violating Party may terminate the Agreement immediately and is subject to the remedies in this Section.
- B. Convenience.** This Agreement may be terminated for convenience by either Party by providing 60 days written notice to the other Party.
- C. Compensation.** Upon termination of this Agreement, all accounts and payments will be processed according to Sections 5 and 6 for approved and properly performed Services completed prior to the effective date of the written notice. Contractor agrees that in the event of termination for cause or convenience, Contractor's sole remedy and monetary recovery from the City is limited to full payment for all services approved and properly performed completed prior to the effective date of the written notice.

13. Dispute Resolution. Any dispute arising under or relating to this Agreement will be resolved in the following order:

- A. Good faith negotiations between the Parties;
- B. Good faith mediation with a mutually agreed upon mediator and with each Party paying one half of the mediation costs; and
- C. Litigation.

If a Party incurs any legal or attorneys' fees or costs in litigation to resolve a dispute arising under or relating to this Agreement, the prevailing Party may recover such fees and costs.

14. Laws and Regulations. At all times during this Agreement, the Contractor and all Services performed under this Agreement must comply with all applicable federal, state, and City constitutions, laws, rules, codes, orders, and regulations, including, but not limited to, applicable licensure and certification requirements. This includes not discriminating against any individual in an employment decision because of the individual's race, color, sex, age, religion, national origin, disability, pregnancy, familial status, veteran status, genetic information, sexual orientation, or gender identity.

15. **Relationship of Parties.** The Contractor is an independent contractor of Midvale. No other legal relationship has been formed by this Agreement, and in no manner is the Contractor an employee or agent of the City. The Contractor is not entitled to any of the benefits associated with such employment. The Contractor is responsible for all applicable federal, state, and local taxes and all FICA contributions. The Parties have no authorization, express or implied, to bind the other Party. The Parties agree not to perform any such acts as an agent for the other Party.

16. **Insurance.** Contractor must at all times during the term of this Agreement, without interruption, carry and maintain insurance from an insurance company authorized to do business in the State of Utah in accordance with this Section.

A. Coverage Amounts.

I. **Commercial General Liability Insurance.** The Contractor must have a Commercial General Liability Insurance policy that includes products and completed operations, bodily injury, property damage, and personal and advertising injury and must be in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

II. **Automobile Liability Insurance.** The Contractor must have Automobile Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$3,000,000 aggregate.

III. **Pollution Liability Insurance.** The Contractor must have Pollution Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

IV. **Workers Compensation.** The Contractor must have Workers Compensation Insurance (Part A) that meets Utah's statutory requirements. The Contractor must have Employers Liability Insurance (Part B) in the amount of at least \$1,000,000 for each accident, disease, and employee. No owner or officer may be excluded from coverage, or, if any exclusions exist, no excluded proprietor, partner, executive officer, member, or individual may perform any work pursuant to this agreement.

B. **Certificate of Insurance.** The Contractor must provide a Certificate of Insurance that meets the requirements of this Section to Midvale five days after a request by the City. If no request has been made by the City, the Contractor must provide a Certificate of Insurance that meets the requirements of this Section to the City no later than 30 days after the execution of this Agreement. Failure to provide proof of insurance will be deemed a material breach of this Agreement.

C. **Cancellation/Expiration.** The Contractor may not cancel or allow an insurance policy to expire unless written notice has been given Midvale at least 30 days prior to the cancellation or expiration.

- D. **Additional Insured.** The Contractor must add Midvale as an additional insured to all of its insurance policies under this Agreement except for its Workers Compensation policies.
 - E. **Primary, Noncontributory.** Insurance under this Section is required to be primary, noncontributory, and not in excess of any insurance or self-insurance policies available to or maintained by Midvale.
 - F. **Material Breach.** The Contractor's failure to maintain this insurance in accordance with this Section for the term of this Agreement is a material breach of this Agreement. Midvale may immediately terminate this Agreement.
17. **Status Verification.** Under the Utah Immigration Accountability and Enforcement Act, Utah Code Ann. §§ 63G-12-101 to 402, any entity physically performing services within Utah for a public employer is required to participate in Utah's Status Verification System. The Contractor will provide Midvale a certification of its compliance with this requirement prior to performing work under this Agreement.
18. **Government Records Access and Management Act.** Midvale is a governmental entity that is subject to Utah's Government and Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 to 901. Any documents produced or collected under this Agreement may be subject to public access. If the Contractor believes that a document should be protected under Utah Code Ann. §§ 63G-2-305(1) or (2), the Contractor must provide a written claim of business confidentiality to the City that complies with Utah Code Ann. § 63G-2-309(1). The Contractor agrees to cooperate with and to supply any requested records to the City with any public records request. This obligation will survive any suspension or termination this Agreement.
19. **Time.** For all Services, time is of the essence. The Contractor is liable for all reasonable damages to Midvale as a result of Contractor's failure to timely perform the services required under this Agreement.
20. **Force Majeure.** Neither Party to this Agreement will be held responsible for delay or default caused by fire, riot, acts of God, pandemics, or war which is beyond that Party's reasonable control. Either Party may terminate this Agreement by written notice to the other Party after determining such delay will prevent successful performance of this Agreement.
21. **Conflicts of Interest.**
- A. **Officer or Employee.** The Contractor represents that none of its officers or employees are elected officials, officers, employees, volunteers, or agents of Midvale or its affiliates, unless it has made such disclosure to the City prior to execution of this Agreement. The Contractor represents and warrants that none of its officers, employees, or immediate family members of its officers or employees is or has been an elected official, officer, employee, volunteer, or agent of

Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the Midvale's drafting of procurement and project documents or the City's selection of a bidder.

B. Gift. The Contractor represents and warrants that it has not provided any compensation or gift in any form, whether directly or indirectly, to an elected official, officer, employee, volunteer, or agent of Midvale or its affiliates who influences the City's procurement process. This includes, but is not limited to, anyone involved in the City's drafting of procurement and project documents or the City's selection of a bidder.

22. Notice. Any notice required under this Agreement will be deemed sufficiently given or served if personally delivered or sent by United States Certified Mail, return receipt requested, addressed as follows:

Midvale City
Midvale City
Attn: Public Works Director
8196 S. Main Street
Midvale, UT 84047

Contractor
[Contractor Name]
Attn: [Contractor Employee Name]
[Contractor Street Address]
[Contractor City, State, ZIP]

With a copy to:
Midvale City
Attn: Contract Analyst
7505 S. Holden Street
Midvale, UT 84047

The Parties have the right, from time to time, to change their respective notice addresses under this Section by providing written notice to the other Party.

23. Assignment and Delegation. A Party may not assign or delegate any part of this Agreement without the other Party's prior written consent. Unless otherwise noted in the Agreement, a Party may not unreasonably withhold its consent.

24. Subcontractors. Performance of Services under this Agreement may not be subcontracted to another entity without Midvale's consent. The City may withhold its consent at its sole discretion. If a subcontractor is permitted to perform Services under this Agreement, the Contractor is responsible for the subcontractor's performance of the Services. The subcontractor is subject to all of terms of this Agreement that apply to the Contractor except for invoices and payments. The Contractor is responsible for paying any subcontractor for the performance of Services. The City will only accept invoices from the Contractor and will only make payments to the Contractor for Services.

25. Not Exclusive. The Contractor understands that this Agreement is not exclusive. Midvale may contract with other individuals or entities to provide the same or similar services. This contract does not guarantee any amount of work.

26. **Performance Evaluation.** Midvale may conduct a performance evaluation of Contractor's Services. Results of any evaluation may be made available to the Contractor upon Contractor's request.
27. **Publicity.** The Contractor must submit all advertising and publicity matters relating to this Agreement to Midvale for written approval. It is the City's sole discretion whether to provide approval.
28. **Document Retention.** The Contractor must retain all working papers, reports, and all necessary records to properly account for Contractor's performance and the payments made by Midvale to Contractor under this Agreement. These records must be retained by Contractor for at least five years. The City may extend the retention period by written notice. Contractor agrees to make all documents related to this Agreement available to the City or third parties upon the City's request.
29. **Ownership of Intellectual Property.** Midvale and the Contractor each recognize that each has no right, title, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the Parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by the Contractor prior to the execution of this Agreement, but specifically created or manufactured under this Agreement are considered work made for hire, and the Contractor must transfer any ownership claim to the City.
30. **Amendments/Modifications.** This Agreement may only be modified by the mutual written agreement of the Parties. Any such amendment will be attached to this Agreement.
31. **Wavier.** Failure by either Party to insist upon the strict performance of any condition of this Agreement or to exercise any right or remedy found under the Agreement does not constitute a waiver. Either Party may waive any of its rights or any conditions by written notice to the other Party. No waiver may affect or alter the remainder of this Agreement. Every other condition in the Agreement will remain in full force with respect to any existing or subsequently occurring default.
32. **Severability.** In the event that any provision of the Agreement is held to be void, the voided provision will be considered severable from the remainder of the Agreement and will not affect any other provision in the Agreement. If the provision is invalid due to its scope or breadth, the provision will be considered valid to the extent of the scope or breadth permitted by law.
33. **Governing Law and Venue.** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement must be brought in a court of competent jurisdiction in the Salt Lake County, Utah.

34. **Survival.** Termination of this Agreement does extinguish or prejudice Midvale's right to enforce this Agreement with respect to any default or defect in the services that has not been cured or for any term that explicitly survives the termination of this Agreement.
35. **Incorporation of RFP and Proposal.** A copy of Request for Proposal # [RFP Number] and the Contractor's Proposal are incorporated in their entirety and attached to this Agreement as Exhibit C and D, respectively. If there are any conflicts between the language of this document and these exhibits, the language of this document supersedes those exhibits.
36. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understanding between the Parties, whether oral or written.

Signature Page to Follow

Midvale City and Contractor have read and understand the terms of this Park Maintenance and Landscaping Services Agreement. Both Parties have demonstrated their willingness to enter into the Agreement as of the date above by having their Authorized representatives sign below.

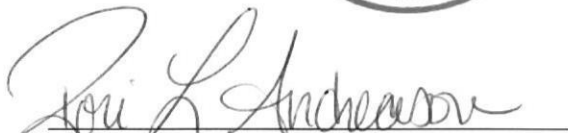
MIDVALE CITY





Marcus Stevenson, Mayor

ATTEST:

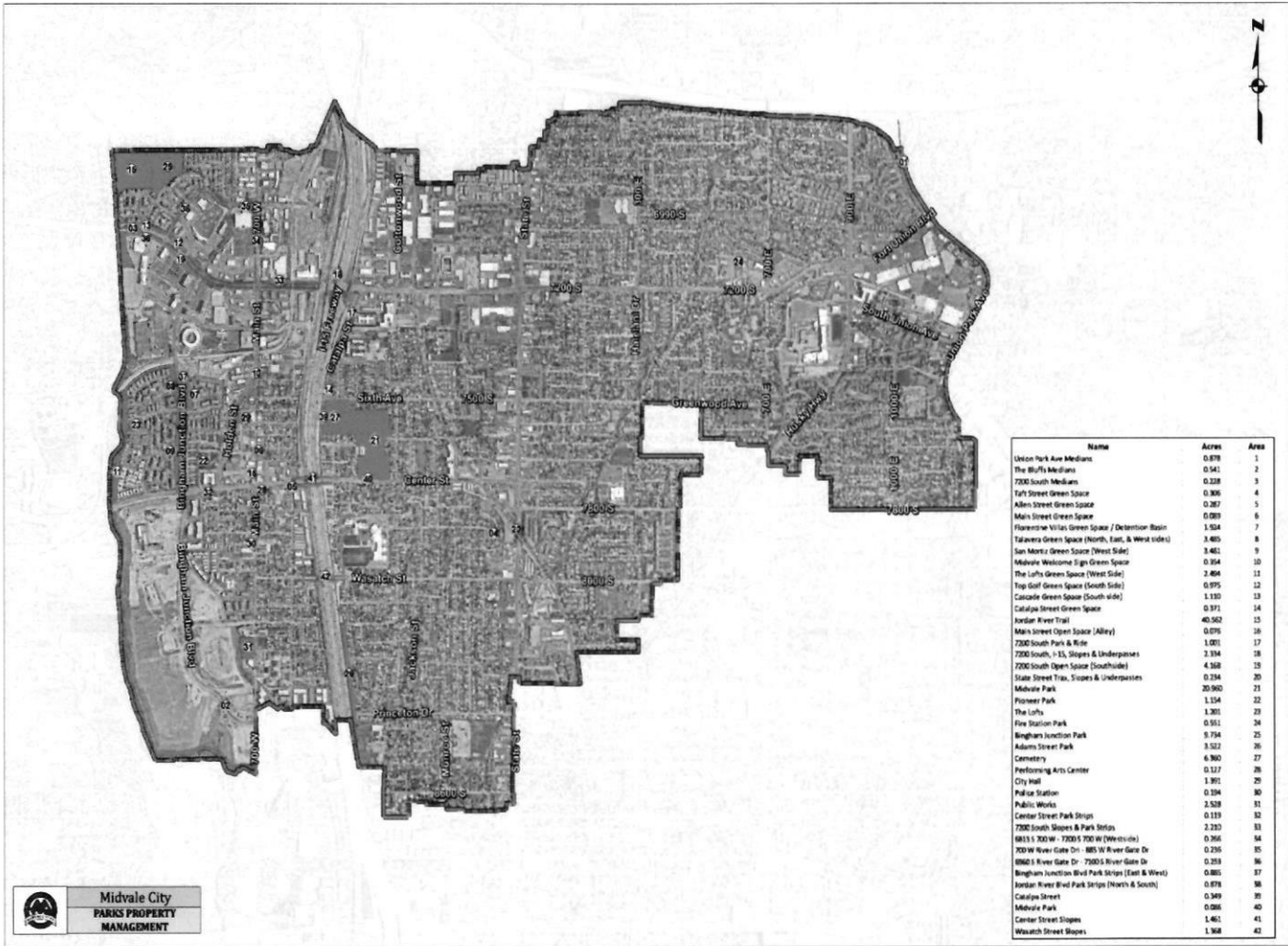


Rori L. Andreason, City Recorder

CONTRACTOR

[Name of Authorized Signer], [Title]

Exhibit A
Midvale City Park and Open Space Map and Inventory



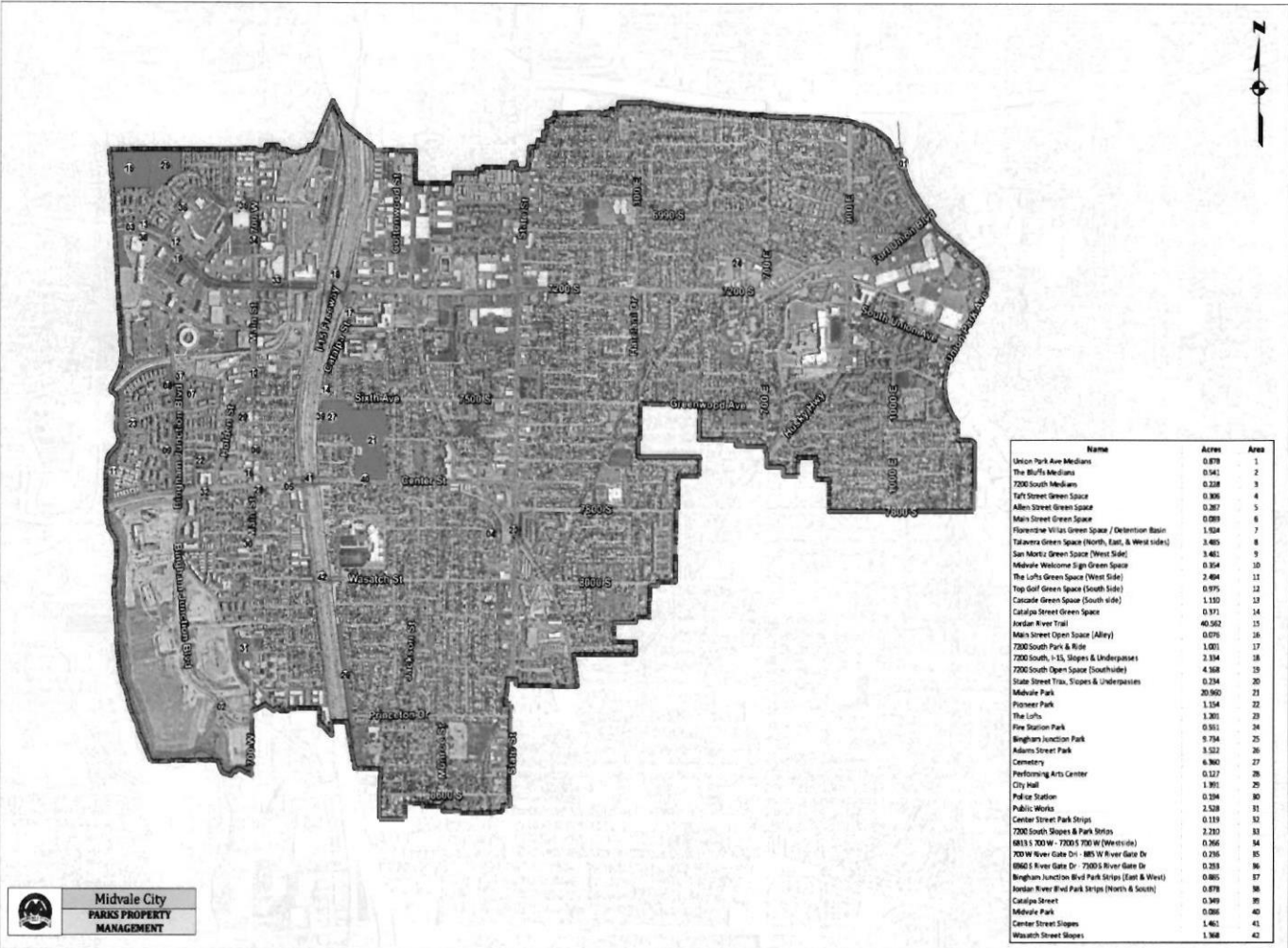
General Area Description	Property	Address	Acres	Map Area ID#	Service Level
Island medians/Mixed Xeriscape	Union Park Ave Medians	1300 East Union Park Avenue	0.88	1	Bi-weekly schedule (every two week service)
	The Bluffs Medians	7870 S - 8380 S Bingham Junction Blvd	0.54	2	Bi-weekly schedule (every two week service)
	7200 South Medians	1012 W - 1046 W Jordan River Blvd	0.23	3	Bi-weekly schedule (every two week service)
General Turf/Green Space	Allen Street Green Space	7720 South Allen Street	0.29	5	Task Schedule as outlined in Scope of Work
	Main Street Green Space	7651 South Main Street	0.09	6	Task Schedule as outlined in Scope of Work
	Florentine Villas Green Space / Detention Basin	7715 S 880 W	1.92	7	Task Schedule as outlined in Scope of Work
	Talavera Green Space (North, East, & West sides)	7715 S 948 W	3.49	8	Task Schedule as outlined in Scope of Work
	San Mortiz Green Space (West Side)	7800 S 1000 W	3.48	9	Task Schedule as outlined in Scope of Work
	Midvale Welcome Sign Green Space	7445 S 700 W	0.35	10	Task Schedule as outlined in Scope of Work
	The Lofts Green Space (West Side)	7720 S 990 W	2.49	11	Task Schedule as outlined in Scope of Work
	Top Golf Green Space (South Side)	920 W Jordan River Blvd. (7200 S)	0.97	12	Task Schedule as outlined in Scope of Work
	Cascade Green Space (South side)	7000 S 1000 W	1.11	13	Task Schedule as outlined in Scope of Work
	Catalpa Street Green Space	471 West Catalpa Street	0.37	14	Task Schedule as outlined in Scope of Work
13460' Linear Asphalt Trail and Parking Lot	Jordan River Trail	6790 S. to 8450 S. 1100 W	N/A	15	2' on both sides of trail and around parking lot - Monthly weed control w/spraying (special attention to goat head control) Annual tree and shrub trimming.
Park strips and grass area around Midvale sign.	7200 South Park & Ride	7200 S 440 W (Catalpa St.)	1.00	17	Task Schedule as outlined in Scope of Work
Mixed Xeriscape	7200 S -North and South Slopes & Park Strips	7200 S - from 700 W. to I-15 bridge	2.21	33	
Park Strip and landscape maintenance from back of sidewalk to open ditch (approx. 30 ft from back of sidewalk)	7200 South Open Space (Southside)	7200 S I-15 700 W to I-15	4.17	19	Park Strip and landscape maintenance from back of sidewalk to open ditch. (Approx. 30 ft from back of sidewalk)
State Street Trax	State Street Trax Landscaping	7893 South State Street	0.23	20	
Concrete/hardscape	7200 S and I-15 Underpasses	7200 S and I-15		19	Monthly task only
	State Street Trax Underpasses	7893 South State Street		20	Monthly task only
City Park	Midvale Park	425 West 6th Avenue	20.96	21	Task Schedule as outlined in Scope of Work
	Pioneer Park	7680 South Lind Lane	1.15	22	Reduce fuertilizer and weed control to spring and fall only (2 applicationsof each)
	The Lofts	1041 West Howe Cove	1.20	23	Reduce fuertilizer and weed control to spring and fall only (2 applicationsof each)
	Fire Station Park	607 East Fort Union Blvd	0.55	24	Reduce fuertilizer and weed control to spring and fall only (2 applicationsof each)
	Bingham Junction Park	6980 South River Reserve Ct	9.73	25	Task Schedule as outlined in Scope of Work
	Adams Street Park	8250 South Adams Street	3.52	26	Task Schedule as outlined in Scope of Work
Cemetery	Cemetery	471 West 6th Ave	6.36	27	
City Facility	Performing Arts Center	695 West Center Street	0.13	28	Task Schedule as outlined in Scope of Work
	City Hall	7505 South Holden Street	1.39	29	Task Schedule as outlined in Scope of Work
	Police Station	7912 South Main Street	0.19	30	Task Schedule as outlined in Scope of Work
	Public Works	8196 South Main Street	2.53	31	Task Schedule as outlined in Scope of Work
Park Strips	Center Street Park Strips	817 W - 860 W Center St	0.12	32	Task Schedule as outlined in Scope of Work and reduce fertilizer and weed control to spring and fall only only (2 total applications of each)
	Park strips (Westside)	on 700 W. from 7200 S. to 6813 S west side only	0.27	34	Task Schedule as outlined in Scope of Work and reduce fertilizer and weed control to spring and fall only only (2 total applications of each)
	700 W River Gate Dri - 885 W River Gate Dr	700 W Rivergate Dr. to 885 W. Rivergate Dr.	0.24	35	Task Schedule as outlined in Scope of Work and reduce fertilizer and weed control to spring and fall only only (2 total applications of each)
	6960 S River Gate Dr - 7100 S River Gate Dr	6960 S. Rivergate Dr. to 7100 S. Rivergate Dr.	0.25	36	Task Schedule as outlined in Scope of Work and reduce fertilizer and weed control to spring and fall only only (2 total applications of each)
	Bingham Junction Blvd Park Strips (East & West)	6960 S Bingham Junction Blvd - 7198 S Bingham Junction Blvd	0.88	37	Task Schedule as outlined in Scope of Work and reduce fertilizer and weed control to spring and fall only only (2 total applications of each)
	Jordan River Blvd Park Strips (North & South)	900 W Jordan River Blvd - 1046 W Jordan River Blvd	0.88	38	Task Schedule as outlined in Scope of Work and reduce fertilizer and weed control to spring and fall only only (2 total applications of each)
	Catalpa Street	350 West Park Street Cemetery side	0.35	39	Task Schedule as outlined in Scope of Work and reduce fertilizer and weed control to spring and fall only only (2 total applications of each)
	Center Street Slopes	479 West - 590 West Center Street	1.46	41	Monthly task and shrub trimming once a year
Sloped area with Fetzer shrubs	Wasatch Street Slopes	457 West - 554 West Wasatch Street	1.37	42	Monthly task and shrub trimming once a year

Exhibit B
Midvale City's Standard Operating Procedure

Exhibit C
Midvale City Request for Proposal # [RFP Number]

Exhibit D
Contractor's Proposal

Midvale City Park and Open Space Map and Inventory



Property Inventory

General Area Description	Property	Address	Acres	Map Area ID#	Service Level
Island medians/Mixed Xeriscape	Union Park Ave Medians	1300 East Union Park Avenue	0.88	1	Bi-weekly schedule (every two week service)
	The Bluffs Medians	7870 S - 8380 S Bingham Junction Blvd	0.54	2	Bi-weekly schedule (every two week service)
	7200 South Medians	1012 W - 1046 W Jordan River Blvd	0.23	3	Bi-weekly schedule (every two week service)
General Turf/Green Space	Allen Street Green Space	7720 South Allen Street	0.29	5	Task Schedule as outlined in Scope of Work
	Main Street Green Space	7651 South Main Street	0.09	6	Task Schedule as outlined in Scope of Work
	Florentine Villas Green Space / Detention Basin	7715 S 880 W	1.92	7	Task Schedule as outlined in Scope of Work
	Talavera Green Space (North, East, & West sides)	7715 S 948 W	3.49	8	Task Schedule as outlined in Scope of Work
	San Mortiz Green Space (West Side)	7800 S 1000 W	3.48	9	Task Schedule as outlined in Scope of Work
	Midvale Welcome Sign Green Space	7445 S 700 W	0.35	10	Task Schedule as outlined in Scope of Work
	The Lofts Green Space (West Side)	7720 S 990 W	2.49	11	Task Schedule as outlined in Scope of Work
	Top Golf Green Space (South Side)	920 W Jordan River Blvd. (7200 S)	0.97	12	Task Schedule as outlined in Scope of Work
	Cascade Green Space (South side)	7000 S 1000 W	1.11	13	Task Schedule as outlined in Scope of Work
	Catalpa Street Green Space	471 West Catalpa Street	0.37	14	Task Schedule as outlined in Scope of Work
13460' Linear Asphalt Trail and Parking Lot	Jordan River Trail	6790 S. to 8450 S. 1100 W	N/A	15	2' on both sides of trail and around parking lot - Monthly weed control w/spraying (special attention to goat head control) Annual tree and shrub trimming.
Park strips and grass area around Midvale sign.	7200 South Park & Ride	7200 S 440 W (Catalpa St.)	1.00	17	Task Schedule as outlined in Scope of Work
Mixed Xeriscape	7200 S -North and South Slopes & Park Strips	7200 S - from 700 W. to I-15 bridge	2.21	33	
Park Strip and landscape maintenance from back of sidewalk to open ditch (approx. 30 ft from back of sidewalk)	7200 South Open Space (Southside)	7200 S I-15 700 W to I-15	4.17	19	Park Strip and landscape maintenance from back of sidewalk to open ditch. (Approx. 30 ft from back of sidewalk)
State Street Trax	State Street Trax Landscaping	7893 South State Street	0.23	20	
Concrete/hardscape	7200 S and I-15 Underpasses	7200 S and I-15		19	Monthly task only
	State Street Trax Underpasses	7893 South State Street		20	Monthly task only
	Midvale Park	425 West 6th Avenue	20.96	21	Task Schedule as outlined in Scope of Work
City Park	Pioneer Park	7680 South Lind Lane	1.15	22	Reduce fuertilizer and weed control to spring and fall only (2 applicationsof each)
	The Lofts	1041 West Howe Cove	1.20	23	Reduce fuertilizer and weed control to spring and fall only (2 applicationsof each)
	Fire Station Park	607 East Fort Union Blvd	0.55	24	Reduce fuertilizer and weed control to spring and fall only (2 applicationsof each)
	Bingham Junction Park	6980 South River Reserve Ct	9.73	25	Task Schedule as outlined in Scope of Work
	Adams Street Park	8250 South Adams Street	3.52	26	Task Schedule as outlined in Scope of Work
Cemetery	Cemetery	471 West 6th Ave	6.36	27	
City Facility	Performing Arts Center	695 West Center Street	0.13	28	Task Schedule as outlined in Scope of Work
	City Hall	7505 South Holden Street	1.39	29	Task Schedule as outlined in Scope of Work
	Police Station	7912 South Main Street	0.19	30	Task Schedule as outlined in Scope of Work
	Public Works	8196 South Main Street	2.53	31	Task Schedule as outlined in Scope of Work
Park Strips	Center Street Park Strips	817 W - 860 W Center St	0.12	32	Task Schedule as outlined in Scope of Work and reduce fertilizer and weed control to spring and fall only only (2 total applications of each)
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	Center Street Slopes	479 West - 590 West Center Street	1.46	41	Monthly task and shrub trimming once a year
Sloped area with Fetzer shrubs	Wasatch Street Slopes	457 West - 554 West Wasatch Street	1.37	42	Monthly task and shrub trimming once a year