

City of Scottsbluff, Nebraska

Monday, April 4, 2016

Regular Meeting

Item Bids2

Council to consider a contract with Anita's Greenscaping, Inc. for maintenance of Centennial Park and 27th Street and Ave. I and authorize the Mayor to execute the contract.

Staff Contact: Perry Mader, Park and Rec Director

Agenda Statement

Item No.

For meeting of: April 4th, 2016

AGENDA TITLE: Council to approve contract with Anita's Greenscaping, Inc.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Parks and Recreation

PRESENTATION BY: City Manager Rick Kuckkahn

SUMMARY EXPLANATION: The Parks and Recreation Department would like to contract with Anita's Greenscaping Inc. to provide maintenance for Centennial Park and the 27th and I lot. These areas require a lot of detailed work and time maintaining. Contract amount is \$3320 Agreement and contract provided.

Requests for bids were sent out to local landscapers. Anita's was the only one returned.

EXHIBITS

Resolution x

Ordinance ☐

Contract ☐

Minutes ☐

Plan/Map ☐

Other (specify) _____

NOTIFICATION LIST: Yes ☐ No ☐ Further Instructions ☐

APPROVAL FOR SUBMITTAL: _____
City Manager

Rev 3/1/99CClerk

MAINTENANCE AGREEMENT

This Maintenance Agreement ("Agreement") is made between the City of Scottsbluff, Nebraska, a Municipal Corporation, hereinafter called "City" and (Bid Awarded Vendor), a Nebraska corporation, hereafter called "Contractor".

1. Areas of Maintenance:

- a. Centennial park - 1900 block of 4th Avenue
- b. 27th and Avenue I - corner landscaping

2. Term: The term of this Agreement covers the maintenance requirements from March 1, 2016 to November 1, 2019. These maintenance requirements shall be conducted in three seasonal phases as described in paragraphs 4, 5 and 6.

3. Maintenance Seasonal Phases: The Contractor agrees that they will provide three separate seasonal maintenance phases for the areas described in paragraph 1 of this Agreement. Those three seasonal phases include a spring cleanup phase, a summer maintenance phase and a fall/winter phase. During all phases, Contractor agrees to use Round-Up for weed control and to use the appropriate fertilizer for plants and trees to promote a healthy growth.

4. Spring Cleanup Phase: Contractor agrees that the spring cleanup phase will include an initial clean up to begin in March of each year as the weather permits. Spring clean up will include:

- a. Picking up trash that gathered over the winter, pruning and/or cutting back grasses and perennials, shrubs shall be pruned to reduce size for visual obstruction and to eliminate dead, diseased or broken branches. Trees shall be structurally pruned to ANSI 300 standards.
- b. Contractor will provide mulch. All mulch shall be in a small diameter, chipped and organic. Contractor will restore mulch depth to 1½ to two inches around trees and shrubs. Mulch shall not touch any tree trunk. Mulch will be billed separately after its installation for the quantity installed at the price designated in a quote from Contractor and approved by the City.

5. Summer Maintenance Phase: Contractor agrees to begin its summer maintenance phase between April 1 and to continue through October 1 of the growing season.

- a. The summer maintenance shall incorporate a watering schedule to set and maintain a drip system for watering as well as to inspect the drip system monthly, at a minimum, to insure emitters are clear, tubing is free of leaks, and the system is releasing proper amounts of water.

- b. Contractor agrees to check the drip system, at a minimum, each week to insure that trees and plants have adequate water.

6. Fall/Winter Phase: The Contractor agrees that the fall phase will include a leaf and debris clean up in October of each year.

7. Equipment: The Contractor will provide its own equipment, lubricants, bags, labor and all other things necessary to perform the work described herein to complete the three phases. The Contractor will be responsible to the City only for the manner in which the work is done and is not subject to the City's control concerning the details of how the work is to be done, except as noted. Contractor will be deemed as an independent contractor and under no circumstances will be deemed an employee of the City.

8. City's Obligation: The City will be responsible for the major repair to the irrigation system in the designated properties listed in paragraph 1. of this Agreement. The City will work with Contractor when notified of issues in regard to the drip or irrigation systems.

9. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the City, and its council members, officers, agents, and employees (each "indemnified party") from and against and reimburse the indemnified party on demand for any damages, payment, loss, claim, cost or expense (including professional fees and reasonable costs of investigation incurred in defending against any such damages, payment, loss, claim, cost or expense) made or incurred by or asserted against an indemnified party as a result of or in connection with Contractor's actions or inactions under this Agreement or the actions or inactions of any subcontractor, consultant, sub-consultant, or agent of the Contractor, provided that nothing herein shall require Contractor to indemnify, defend or hold harmless an indemnified party for payments, losses, claims, costs, or expenses resulting from the indemnified party's own negligence.

10. Assignment: This Agreement may not be assigned by Contractor without the prior written consent of the City.

11. Termination: This Agreement may be terminated by the City in the event the Contractor:

- a. Acts with gross negligence or willful misconduct in connection with the performance of any of its responsibilities.
- b. Defaults in the performance of any of the duties set forth in this Agreement.
- c. Acts against the best interests of the City in any material respect.
- d. Upon ten days written notice provided by the City.

12. Insurance: During all times Contractor performs services for the City, Contractor agrees to maintain in effect a policy of professional liability insurance protecting Contractor and its

employees in an amount of not less than \$1,000,000.00. Contractor shall maintain in effect a policy of Workers' Compensation Insurance as required by law. Contractor shall also maintain in effect an insurance policy in an amount of not less than \$1,000,000.00 which protects Contractor and the City from damages resulting from Contractor's conduct. Certificates showing that Contractor has the required insurance shall be filed with the City and updated as necessary. Certificates shall provide not less than ten days prior written notice of cancellation or material changes of terms of the policy. All such certificates shall name the City as an additional insured.

13. Miscellaneous:

- a. The parties shall comply with and apply Nebraska law in the performance and interpretation of this Agreement.
- b. This Agreement represents the entire understanding between the Contractor and the City and it supersedes all prior representations or agreements whether written or oral. This Agreement may be altered only by a written amendment signed by both the Contractor and the City.
- c. If for any reason, whatsoever, any one or more of the provisions or any portion of any provision of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

DATED: _____, 2016

CITY OF SCOTTSBLUFF, NEBRASKA

By _____
Mayor

By _____
Contractor