

**LANDSCAPE MAINTENANCE
FOR
CITY OF SEASIDE FACILITIES**

Project No. 2023 - 02

APRIL 2023



**City of Seaside
Department of Public Works
989 Broadway
Seaside, OR 97138**

INDEX

LANDSCAPE MAINTENANCE CITY OF SEASIDE FACILITIES

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SECTION 10

LANDSCAPE MAINTENANCE: CITY OF SEASIDE FACILITIES

Written, sealed bids will be received by the Public Works Director, at City Hall, 989 Broadway, Seaside, Oregon 97138, until **2:00 o'clock PM, May 11, 2023** at which time they will be publicly opened and read. Proposals shall be clearly marked "LANDSCAPE MAINTENANCE: CITY OF SEASIDE FACILITIES" and also show the date and time of bid opening.

PROJECT DESCRIPTION

Provide landscape maintenance for the City of Seaside facilities including the Library, City Hall, the Convention Center, the Police Station, the Chamber of Commerce, City Parking Lots, certain planters and intersections, and a portion of Quatat Park. Services include pruning, planting, fertilizing, litter removal within the gardens and miscellaneous related tasks.

Bids will be publicly opened and read by the Public Works Director at 2:00 PM on May 11, 2023. All bids will be accompanied by a certified check, cashier's check or bid bond in the amount equal to 5% of the total bid.

Date of opening and nature of bid shall be plainly marked on the outside of the sealed envelope. Faxed bids will not be accepted. Bids received will be considered by the City Council within 45 days of the bid opening. The successful bidder shall execute a contract within 10 days from the date of notification.

Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029.

The City may reject any bid not in compliance with prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the agency if it is in the public interest to do so.

PUBLISH: DAILY ASTORIAN: April 27, 2023

STATEMENT OF RESIDENCY

ORS 279.025(2)(h) states: "That each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029;"

ORS 279.029(6)(b) states: "'Resident bidder' means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a 'resident bidder' pursuant to this subsection."

ORS 279.029(6)(c) states: "Nonresident bidder" means a bidder who is not a "resident bidder" as defined by paragraph (b) of this subsection."

AS STATED ABOVE THE UNDERSIGNED BIDDER IS CLASSIFIED AS FOLLOWS:

_____ **RESIDENT BIDDER**

_____ **NONRESIDENT BIDDER**

CONTRACTOR:

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Name and Title: _____

Area Code and Phone Number: _____

LCB # _____

SECTION 20

General Instructions To Bidders

Bids must be delivered to Seaside City Hall, City of Seaside, 989 Broadway, Seaside, Oregon, by 2:00 PM on May 11, 2023.

SCOPE OF WORK

Provide landscape maintenance services for the City of Seaside facilities including the Library, City Hall, Convention Center, Police Station, Chamber of Commerce, City Parking Lots, certain planters and intersections, and Quatat Park. Services include pruning, planting, fertilizing, litter removal within the gardens and miscellaneous related tasks.

INTERPRETATION OF CONTRACT DOCUMENTS

If the bidder finds discrepancies, omissions, or is in doubt as to the true meaning of any part of the contract documents, the bidder shall submit to the Public Works Director a written request for a clarification or interpretation. Requests shall be submitted at least seven days prior to the date set for bid opening.

All clarification or interpretation of the contract documents or approval of equivalent products will be made by addendum. All addenda shall be considered in the bid. The City is not responsible for any explanation, clarification or interpretation given in any manner except by addendum.

BID SECURITY

Each bid must be accompanied by a deposit amounting to 5% of the total bid.

EXECUTION OF BID

Each bid must be made on the bid form provided to prospective bidders.

When the bid form provides for writing the bid price in words and numerals, the price as written in words shall govern over the price written in numerals.

The bids shall be executed in the name of the firm followed by the signature of the officer authorized to sign for the firm and the printed or typewritten designation of the office head, together with certificate that the bid has been authorized by the firms controlling members.

The address of the bidder shall be typed or printed on the bid form. No bid can be withdrawn after having been opened by the Public Works Director.

SUBMISSION OF BID

Each bid shall be sealed in a separate envelope, addressed to the Public Works Director, City of Seaside, 989 Broadway, Seaside, Oregon 97138, showing on the outside of the envelope the name of the bidder and the contract title preceded by the words "sealed bid".

Each bid is to be enclosed in a sealed envelope and bear the superscription:

**** LANDSCAPE MAINTENANCE** CITY OF SEASIDE FACILITIES**

Bids will be received at the place and time stated in the advertisement for bids. Faxed bids will not be accepted.

All proposals must be made upon blanks furnished by the City.

ACCEPTANCE OR REJECTION OF BIDS

The City reserves the right in its sole discretion to reject any or all bids and to waive irregularities or formalities.

In performing the lowest responsive bid, the City reserves the right to take into consideration any or all alternatives called for in the bid form.

Bids which are incomplete or which are conditioned in any way, or which contain erasures or alterations, may be rejected.

Each of the three lowest bidders may withdraw his bid and request the return of his bid security if his bid has not been accepted within the time stipulated in the bid form. The bid security of all other bidders will be returned promptly.

The successful bidder must enter into a contract within ten (10) days after the award of the contract, or he will be declared irresponsible and his check forfeited.

BID AMOUNTS

All prices must be in figures, in ink or typewritten

No alterations in the proposal specifications or contract will be allowed.

START UP CONTRACT

The successful bidder must have contracts signed and returned within ten days from the date of award of contract.

QUALIFICATION AND AMENDMENTS

Unless otherwise stated in the specifications, it will be understood by the City of Seaside that the bidder has accepted without reservation or amendment the specifications as specified.

At bidders' discretion, a bid may be conditioned upon qualifications or amendments to the specifications as do not materially change the requirements contained herein. Such qualification or amendments shall be fully described on the form provided. The City of Seaside may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City that is in the public interest to do so.

PROPOSED QUALIFICATIONS AND AMENDMENTS

In accordance with Instruction to Bidder's, bidder submits the following full and complete statement and description of the specifications, including an itemized list of pertinent attachments.

Signature of Bidder

SECTION 30

Scope of Work

****LANDSCAPE MAINTENANCE** CITY OF SEASIDE FACILITIES**

30.1.0 GENERAL

The following is a detailed description of work involved in the maintenance of the greenery on city-owned lots and planters. All of the work is to be completed in a substantial and workmanlike manner according to standard practices. Regular maintenance does not include major vandalism or storm damage. Any alteration or deviation from specifications involving extra cost of material or labor will only be executed upon written orders, and will become an extra charge over the sum bid. All such agreements shall be made in writing.

The bulk of this contract/agreement pertains to the general maintenance of specific landscape areas as prescribed by the City of Seaside. Many of the lawn and planter areas contain established evergreen and conifer trees and shrubs many of which may be considered specimen quality; other than the normal seasonal work associated with these areas i.e. cultivation, mowing, fertilization, insect control, weeding, planting and transplanting of annuals and perennials, seasonal pruning of established plant materials should be done in order to prevent these materials from becoming overgrown and an obstruction to business fronts.

This maintenance contract/agreement will require the planting, transplanting or replacement of some ornamental plant materials other than annuals or perennials due to general landscape design or loss due to weather etc. It is recommended that the contractor make allowances for this inevitability, as it will fall within their area of responsibility.

Large established and mature trees and shrubs will not be removed by the contractor unless there are cases or events that may require re-landscaping or removal due to logistics, stress, overcrowding, obstruction etc. A request by the contractor for removal or replacement of any such specimens should be made to the city in writing. The city encourages the holder of this contract to make suggestions or present ideas or concerns regarding the beautification or enhancement of these properties that would improve the overall esthetics of the landscaped areas.

30.2.00 DEFINITIONS

30.2.01 LAWN MAINTENANCE

Lawn maintenance shall consist of regular mowing and edging, annual insecticide application, regular fertilizer application, annual lime application, annual iron application, and regular application of herbicide, and annual aeration and thatching of lawns.

30.2.02 TREE AND SHRUB MAINTENANCE

Tree and shrub maintenance shall include regular fertilization, annual pruning of trees, and regular pruning to maintain shape, and pruning of shrubs to maintain shape, height and performance.

30.2.03 LANDSCAPED BED MAINTENANCE

Landscaped bed maintenance shall consist of regular fertilization, cost of plant materials for seasonal gardens including perennials and replacement of existing plant materials, annual addition of soil amendments, annual addition of bark dust, rock or other existing landscape materials where needed, and regular maintenance of plantings (grooming and weeding).

30.3.00 LANDSCAPE MAINTENANCE LOCATIONS

30.3.01 City Hall

Maintain all trees, the 3 planting areas, all landscape material and all lawn areas.

30.3.02 City Library

Maintain all yard areas, all landscape areas, all plantings and all trees.

30.3.03 Police Station

Maintain all landscape areas on East, South and West Sides of the Station including care and maintenance of all trees.

30.3.04 Intersection of South Holladay and Roosevelt

Landscape yard area around "Welcome to Seaside" sign and triangle shaped yard area across Holladay on West side of Holladay and 101.

30.3.05 Convention Center and Surrounding Areas

- A. Maintain all landscape, trees and lawn areas around the Convention Center. This area is from the west edge of the Necanicum River to the east curb line of N. Edgewood; from the south curb line of 1st Ave. to the north curb line of Oceanway.
- B. Maintain the planted trees and shrubs between Broadway and Oceanway, and along the west side of Quatat Park.
- C. Maintain the landscaped areas and trees from 1st Ave. to 3rd Ave. on the north side of Necanicum Drive. This will include cutting the blackberries and other brush from the top of the riverbank to the water level.

30.3.06 1st Ave - Columbia to Edgewood

Maintain the 13 trees in grates, including grate cleaning and weeding under the grates.

30.3.07 Columbia – Oceanway to 1st Ave.

Maintain the 8 trees in grates, including grate cleaning and weeding under the grates.

30.3.08 Oceanway - Columbia to Edgewood

Maintain the 11 trees in grates, including grate cleaning and weeding under the grates.

30.3.09 Edgewood - Oceanway to 1st Ave.

Maintain the 2 trees in grates, including grate cleaning and weeding under the grates.

30.3.10 Chamber of Commerce/Roosevelt Drive Lawn Area

Maintain the trees, landscaping and lawn.

30.3.11 Church Building

Maintain shrubs, landscaping and lawn.

30.3.12 North Holladay Dr. 1st Ave to 12th Ave

Maintain Landscape Planter Beds, including fertilizing, weeding, pruning, watering

30.3.13 North "Y" Landscape Planter

Maintain Landscape Planter Island, including fertilizing, weeding, pruning.

30.3.16 Butterfield Cottage and Seaside Museum

Maintain Lawn, mowing, fertilizer

30.4.00 WORK EXPERIENCE

A resume outlining experience in landscape maintenance and planting, and related work experience, plus at least two letters of reference must accompany the proposal. A minimum of 3 years of experience with municipal gardening and maintenance must be documented. Additional pertinent information is welcome.

30.5.00 DEBRIS

The City shall provide an area at the Public Works Building for the disposal of the debris generated from the work under this contract. It will be the responsibility of the Contractor to bring all of the material to the City Shops. Once the material has been deposited, the City will cover all costs associated with the final disposal of the said materials.

30.6.00 EQUIPMENT

The City may provide limited equipment on an “as needed” basis this will depend on the work schedule of the Public Works Department.

30.7.00 STORAGE

The City will provide an area at the Public Works Building for the storage of materials, (i.e. plants, bark dust, and equipment etc.) Prior to placing any material for storage the Contractor shall receive approval from the Public Works Director. The City shall not be responsible for any losses of material due to theft. If the City needs the space for its own use, the City shall give the Contractor 30 days written notice to remove said materials. If after the 30 days the material is not removed it will become City property and may be disposed of as needed.

SECTION 40

PROPOSAL

Mayor and City Council
City of Seaside
989 Broadway
Seaside, OR 97138

Honorable Mayor and City Council:

This proposal is submitted, following procedures as specified in the Standard Specifications, as an offer by the undersigned to enter into contract with the Mayor and City Council, City of Seaside, Oregon, hereinafter sometimes referred to as the City, for the furnishing of all labor, equipment, materials and services required for the maintenance of:

LANDSCAPE MAINTNENANCE: CITY OF SEASIDE FACILITIES

for the City, in accordance with the Standard Specifications, which are on file with the City of Seaside Engineering Department, Seaside, Oregon. This offer is conditioned on the following declarations as to the acts, intentions, and understandings of the undersigned, and to the agreement of the City to the terms and to the attached schedule of prices being submitted:

1. All of the aforesaid Proposal Requirements, Standard Specifications, and Special Provisions, if any, have been examined by the undersigned and their terms and conditions are hereby accepted.
2. The undersigned shall comply with all Federal laws, laws of the State of Oregon and all ordinances of the City of Seaside, Oregon that are pertinent to construction contracts of this character even though such laws and ordinances may not have been quoted or referred to in the specifications.
3. The undersigned agrees that, upon written acceptance of this bid, he will within ten (10) days or receipt of such notice, execute a formal contract agreement with the City, and he will provide the required bonds, insurance and/or guarantees.

Bid Form - Proposal

****LANDSCAPE MAINTENANCE** CITY OF SEASIDE FACILITIES**

<u>Location</u>	<u>Bid</u>
City Hall	\$_____ annually
City Library	\$_____ annually
Police Station	\$_____ annually
Church Building	\$ _____ annually
Intersection of S. Holladay and Roosevelt	\$_____ annually
Planting Area/ Convention Center	\$_____ annually
1 st Ave. - Columbia to Edgewood	\$_____ annually
Columbia - Oceanway to 1 st Ave.	\$_____ annually
Oceanway - Columbia to Edgewood	\$_____ annually
Edgewood - Oceanway to 1 st Ave.	\$_____ annually
North Holladay Dr. from 1 st Ave to 12 th Ave	\$ _____ annually
Chamber of Commerce	\$_____ annually
North “Y” Landscape Planter	\$ _____ annually
Butterfield Cottage/Seaside Museum	\$ _____ annually
TOTAL	\$_____ annually

The City of Seaside will incorporate this specification and the successful proposal into the subsequent contract.

Enclosed herewith is a (bid bond), (cashier's check) or (certified check), in the amount of \$ _____, which is 5% of the bid.

The undersigned bidder hereby represents as follows: That this bid is made without connections any person, firm or corporation making a bid for the same and is in all respects fair and without collusion or fraud.

DATE: _____

BID OPENING:
May 11, 2023

BIDDER: _____

SIGNED:(Name/Title)_____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PHONE NUMBER: _____

TAX ID NUMBER: _____

LCB #: _____

SECTION 50

Agreement

50.1.00 GENERAL

THIS AGREEMENT, made and entered into this 1 day of June, 2023, by and between, hereinafter called "**CONTRACTOR**" and the City of Seaside, a municipal corporation, hereinafter called "**CITY.**"

WITNESSETH:

That the said **Contractor** and the said **City**, for the consideration hereinafter named agree as follows:

50.2.00 DESCRIPTION OF WORK

The **Contractor** agrees to perform the work of:

**** LANDSCAPE MAINTENANCE ****
CITY OF SEASIDE FACILITIES

and do all things required of it as per his proposal, all in accordance with the described proposal, a copy of which is hereto attached and made a part of this contract.

50.3.00 CONTRACT PERIOD

The contract period shall commence **June 1, 2023** and expire **May 31, 2025**. The **City** may, at its option, renew for a period of one year. The **City** shall, no later than 20 days prior to that date, give the **Contractor** notice of intent to renew. Within 10 days of receipt of notice, **Contractor** shall submit to **City** price adjustments for the services then in effect. Upon agreement of price adjustments, as submitted or negotiated, this contract shall be deemed extended.

THIS SPACE LEFT BLANK INTENTIONALLY

50.4.00 CONTRACT PRICE

The **City** agrees to pay the **Contractor** annually, the following sums of money for the services described herein:

Scope Section	Location	Payment	
30.3.01	City Hall	\$	annually
30.3.02	City Library	\$	annually
30.3.03	Police Station	\$	annually
30.3.04	Intersection of S. Holladay and Roosevelt	\$	annually
30.3.05	Planting Area/Convention Center	\$	annually
30.3.06	1 st Ave. – Columbia to Edgewood	\$	annually
30.3.07	Columbia – Oceanway to 1 st Ave.	\$	annually
30.3.08	Oceanway – Columbia to Edgewood	\$	annually
30.3.09	Edgewood – Oceanway to 1 st Ave.	\$	annually
30.3.10	Chamber of Commerce	\$	annually
30.3.11	Church Building	\$	annually
30.3.12	North Holladay Dr. 1 st Ave to 12 th Ave	\$	annually
30.3.13	North “Y” Landscape Planter	\$	annually
30.3.16	Butterfield Cottage/Seaside Museum	\$	annually
TOTAL		\$	annually

The **City** and the **Contractor** may negotiate a monthly payment schedule. The monthly payment may not exceed the annual amount.

50.5.00 COMPLIANCE

The **Contractor** and the **City** agree that the specifications, general conditions and bid are, by this reference, incorporated into this contract and are fully a part of this contract. The **Contractor** specifically agrees to comply with all laws, ordinance, and regulations applicable to contracts covering municipal contracts and to make prompt payment of all amounts that may be due from said **Contractor** in the way of taxes or lawful deductions and to make prompt payment of all labor and materials, and save the **City** harmless from any damages or claims whatsoever in the performance of this contract. The **Contractor** further agrees to comply with all laws, ordinances rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

Contractor agrees to take every precaution against injuries to persons or damage to property.

The **Contractor** agrees that the work will be done to the satisfaction and approval of the Public Works Director of the City of Seaside.

Contractor agrees to hold the **City** free and harmless from all liability to persons and property for failure to leave the premises in a safe condition and to make payment to all persons employed by them in such project.

No contract or any portion thereof may be assigned or sublet. No part of work shall be transferred or subcontracted.

The **Contractor** agrees that the work under this contract shall be performed by **Contractor** pursuant to this agreement, referring to the city's premises as specified in Section 30, Scope of Work. The **Contractor** further agrees to perform the work as an independent contractor in a proper and workmanlike manner throughout the term of this contract, and further agrees that such work shall be performed in accordance with the schedules found as part of this document, **Section 30, Scope of Work**.

50.6.00 SUIT OR ACTION

In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

50.7.00 INDEMNIFICATION

The **Contractor** agrees to indemnify and to hold the **City**, its officers, employees and agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to **City, Contractor** or others, resulting from **Contractor's** negligence.

50.8.00 WORKERS' COMPENSATION

The **Contractor**, and all employees working under this Agreement are subject to employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

50.9.00 OVERTIME

Employees shall be paid at least time and a half for work performed on legal holidays and for all overtime worked in excess of 10 hours per day or in excess of 40 hours in a week, whichever is greater, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

50.10.00 INSURANCE

Contractor agrees, at **Contractor's** own expense, and at all times during the terms of this Agreement, to maintain, keep in effect, furnish and deliver to **Owner** liability insurance policies in form and with an insurer satisfactory to **Owner**, insuring both **Owner** and **Contractor** against all liability for damages to person or property arising out of this Agreement; the amount of this liability insurance shall be **\$2,000,000.00** combined single limit bodily injury and property damage. **Contractor** agrees to and shall indemnify and hold owner harmless against any and all claims and demands arising from the negligence of **Contractor**, his officers, agents, invitees and/or employees, as well as those arising from **Contractor's** failure to comply with any covenant of this Agreement on

his part to be performed and shall, at **Contractor's** own expense, defend **Owner** against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgement which may be awarded against **Owner** in any such suit or action, including **Owner's** attorney's fees and costs incurred therein.

50.11.00 CITY'S RIGHT TO TERMINATION OF CONTRACT

All terms and conditions of the contract are considered material and failure by **Contractor** to comply with any said terms or conditions shall, at the **City's** option, be deemed a breach of contract. Upon such failure, the **City** shall have the right, whether an alternative right is provided or not, to declare the contract terminated. Notice shall be given in writing to the **Contractor** and shall be effective upon delivery. The contract may be terminated without cause by either party with the giving of 30 days written notice.

50.12.00 CHANGES

Any changes mutually agreed upon by both parties shall be valid and enforceable only if in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

CITY OF SEASIDE, a municipal of the
State of Oregon

BY: _____
Mayor Date

BY: _____
City Manager Date

Contractor Date