

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of RFP from Maddox Construction for Code Enforcement abatements of approved properties. Approve contract between the city and Maddox Construction for Code Enforcement abatements.

SUMMARY: RFP has been completed for Code Enforcement abatements. Maddox Construction was the only company to submit a bid. This contract will specify actual costs for work to be performed.

FISCAL IMPACT: In accordance with West Jordan City Code 1-14c-21 Abatement Superfund, funds have been collected to pay for the cost of approved abatements. The maximum expenditure is \$30,000.00, which is currently available in this fund. All funds for this account are collected through fines and fees related to code enforcement violations. Funding for these services is available through account #10-2145500

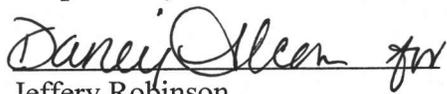
STAF RECOMMENDATION:

Staff recommends adoption of the attached resolution authorizing the execution by the Mayor of an Agreement between the City of West Jordan and Maddox Construction for Code Enforcement abatement services.

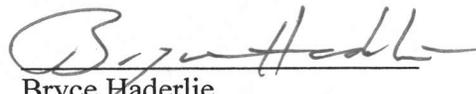
MOTION RECOMMENDED:

"I move to adopt Resolution No. 14-169 authorizing the execution by the Mayor of an Agreement between Maddox Construction to provide abatement services.

Prepared by:


Jeffery Robinson
City Attorney

Reviewed by:


Bryce Haderlie
Interim City Manager

DISCUSSION:

The City Code authorizes involuntary abatement of properties in violation of Code Enforcement orders if there is no compliance.

1-14c-17 of the West Jordan City Code states

:

1. If the responsible person fails, within the required time provided in the code enforcement order, to abate a property related violation after a code enforcement order or default judgment is issued directing that such abatement take place, the city may abate the violation.

Currently, Code Enforcement has 144 cases that are in default. A default judgment has been signed by the Administrative Law Judge and filed with the Salt Lake County Recorder.

A Request for Proposal was distributed for abatement of properties where a Default Judgment has been issued. Maddox Construction was the sole company to submit a proposal in response to the RFP. Maddox Construction has completed abatements for several government entities. Reference checks have been done with these entities and all have given positive recommendations.

The cost of abatements will be by the size of the property to be abated and the time used to abate with a \$200.00 per day minimum. Estimates will be obtained prior to work being approved.

- Abatement of a quarter acre property is \$40.00 per hour / \$160.00
- Abatement of half acre property is \$40.00 per hour / \$300.00
- Abatement of one acre property is \$40.00 per hour / \$520.00
- Landfill trip fee of \$100.00 plus landfill fees
- Storage fees will be on a per job basis

The abatements will be requested and performed on an as-needed basis. The minimum total for the one year contract will be \$0.00 and the maximum will be \$30,000.00 based on the amount of work need and the availability of funds in the Abatement Superfund.

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-169

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR
OF AN AGREEMENT BETWEEN THE CITY OF WEST JORDAN
AND MADDOX CONSTRUCTION L.C.

Whereas, the City Council has reviewed and considered the attached Agreement between the City and Maddox Construction L.C.; and

Whereas, the City Council has determined the contract to be in the best interest of the City; and

Whereas, the City Council of the City of West Jordan desires that an agreement be executed by the Mayor; and

Whereas, the Mayor is authorized to execute agreements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THAT:

Section 1. After approval as to legal form by the City Attorney, the Mayor is authorized and directed to sign the Agreement between the City and Maddox Construction L.C., attached hereto.

Section 2. This resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 27th day of August, 2014.

CITY OF WEST JORDAN

ATTEST:

By: _____
Mayor Kim V. Rolfe

MELANIE BRIGGS, City Clerk

Voting by the City Council

"AYE"

"NAY"

Chad Nichols

Chris McConnehey

Ben Southworth

Judy Hansen

Justin Stoker

Jeff Haaga

Mayor Kim V. Rolfe

CITY OF WEST JORDAN CONTRACT

1. CONTRACTING PARTIES: This contract is between the City of West Jordan, a municipality and political subdivision of the State of Utah and the following CONTRACTOR:

Maddox Construction, L.C.
c/o John Maddox
1780 West 9000 South, Suite 323
West Jordan, UT 84088

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency
- Limited Liability Company

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide abatement services on an as-needed basis, including without limitation: (a) mowing and cutting of grass, vegetation, trees and bushes; (b) removing junk, garbage, trash and debris; and (c) removing inoperable, abandoned and unused equipment, appliances, furniture and other personal property as requested.
3. PROCUREMENT: This contract is entered into as a result of the Request for Proposals entitled "Code Enforcement Abatement" and the Contractor's proposal submitted to the City on 5/8/2014.
4. CONTRACT PERIOD: **Effective date:** 7/1/2014 **Termination date:** 6/30/2015, unless terminated early or extended in accordance with the terms and conditions of this contract. This Contract may be renewed for one, one-year renewal period if agreed by both parties.
5. CONTRACT COSTS: CONTRACTOR will be paid on an hourly basis as set forth in the proposal. Work performed during this contract period will be as-needed but will not total less than **\$0.00** or greater than **\$30,000.00**.
6. INSURANCE: The contractor shall maintain not less than: (a) \$1,200,000.00 automobile insurance, (b) \$1,200,000.00 general liability insurance with \$2,400,000.00 general aggregate, and (c) worker's compensation as required by state statute, during the duration of this contract.
7. ATTACHMENT A: Standard Terms and Conditions
ATTACHMENT B: Contractor's Proposal and City's Request for Proposals
ATTACHMENT C: Insurance Certificate

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - b. City of West Jordan's Procurement Policies.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

CITY OF WEST JORDAN


Contractor's signature

Mayor's signature

John Maulder Manager
Type or Print Name and Title

Attest:

City Recorder

Approved As To Form:


City Attorney

Date: 8-1-14

Date: _____

Date: 8-20-14

Limited Liability Company Acknowledgement

STATE OF Utah)

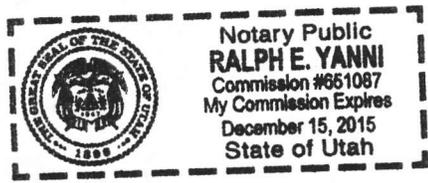
COUNT OF SALT LAKE)^{SS}

On this 1st day of August, 2014, personally appeared before me, John Maddox
Maddox, who being by me duly sworn did say that he/she/they is/are the _____
of Maddox Construction, L.C., by authority of its members or it articles of
organization, and he/she acknowledged to me that said limited liability company executed the same.

Ralph E. Yanni
NOTARY PUBLIC

My Commission Expires: 12/15/15

Residing in SALT Lake County County, _____



ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this Contract are pursuant to the authority set forth in the West Jordan Municipal Code Section 3-1-1 et seq. Mandatory applicable state and federal law and regulations also apply.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this Contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake County.
3. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later.
4. **AUDIT OF RECORDS:** The CONTRACTOR agrees to allow City, State, and Federal auditors, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the City of West Jordan, unless disclosure has been made in accordance with City ordinances and policies. Further, contractor certifies that it has not offered or given any gift or compensation prohibited by local, state, or federal law, to any officer or employee of the City of West Jordan to secure favorable treatment with respect to being awarded this Contract.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of West Jordan to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City, except as expressly set forth herein. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the CITY for these contract services. Persons employed by the CITY and acting under the direction of the CITY shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the CITY OF WEST JORDAN, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the City's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the City.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 30 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The City of West Jordan's sales and use tax exemption number is E39555. The tangible personal property or services being purchased are being paid from City funds and used in the exercise of the City's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of the City.
14. **STANDARD OF CARE:** Services shall be performed in accordance with the skill and care ordinarily exercised by members of the same profession performing the same or similar services at the time Contractor's services are performed. Contractor shall, at Contractor's sole expense reperform any services not meeting this standard.

ATTACHMENT B: SCOPE OF WORK

MADDOX

CONSTRUCTION, L.C.

5/8/2014

Abatement Bid:

- Abate a quarter acre property \$40 per hour / \$160
- Abate half an acre \$40 per hour / \$300
- Abate one acre \$40 / \$520
- Minimum abatement fee per day \$200
- Landfill (per trip) \$100 plus landfill fee
- Storage fees will be based per job

We are a general contractor and family owned business. We have been in business for over 15 years. We are contractors for Salt Lake City Corp, West Valley City Housing, and West Valley City Code Enforcement. We also do commercial and residential work. We are the main contractor for Diebold Inc. in Utah and Montana installing all bank vaults, VAT systems, and ATM's.

We have all the necessary employees and equipment for all types of abatements.

References:

Salt Lake City Corp.
451 So State St
Troy 801-718-4341

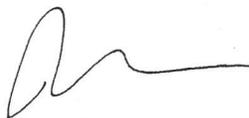
West Valley City – Code Enforcement
3600 So Constitution Blvd.
Officer Young – 801-509-2706

West Valley Housing
4522 West 3500 South
Matthew – 801-230-9101

Maddox Construction Contacts:

John Maddox – owner 801-301-2813
Shannon Maddox – office manager/primary contact 801-652-6915
Chad Maynes – superintendent 801-694-1668

Neither Maddox Construction or any of our employees have conflict of interest with West Jordan City with respect to this proposal.



John Maddox
Maddox Construction - Owner

1780 West 9000 South • Suite #323 • West Jordan, UT 84088
801.652.6915 • jbmaddox@xmission.com

THE CITY OF WEST JORDAN

REQUEST FOR PROPOSALS

CODE ENFORCEMENT ABATEMENT FOR LAWN MOWING, TREE AND/OR BUSH CUTTING, AND DEBRIS REMOVAL

BID SYNOPSIS

RFP Title: Code Enforcement Abatement

RFP Due Date: May 8, 2014

Commencement of Services: June 1, 2014

Bid Contact: Stuart Williams, West Jordan Deputy City Attorney
801-569-5140 or stuartw@wjordan.com

Prices Good For: 0 days

Contract Duration: 1 year
Contract Renewal: Negotiable

I. INTRODUCTION

A. Purpose

The City of West Jordan Code Enforcement Division receives and responds to complaints regarding long grasses, weeds or vegetation which exceeds twelve (12) inches in height and debris considered to be junk, garbage, trash, debris, or inoperable, abandoned or unused equipment, appliances, and furniture or other tangible personal property. The City desires for a contractor to supply mowing services for properties which fail to be mowed by the property owner after a notice of violation as well as removal and inventory of all junk or debris as directed by the Code Enforcement Division.

The selected contractor will be responsible to provide mowing and removal services to the City or West Jordan for properties requested by the Code Enforcement Division for the 2014-2015 growing season.

B. About the City of West Jordan

The City of West Jordan is the fourth largest city in the State of Utah with a population of over 104,000, and is one of Utah's fastest growing cities. West Jordan City is projected to grow to a population of 145,000 or more in the next 25 years. Large sections of once agricultural land have been developed into countless suburban bedroom communities that sprawl along the East side of the Oquirrh Mountain Range. With the increased suburban sprawl, statistics accumulated in 2009, by the City of West Jordan Economic Development Department, provide that the median household income is \$78,954 and the median age of a West Jordan resident is 27.1, with an average family size per dwelling unit of 3.95 persons, and 11.3% of the population over 25 years of age have failed to achieve a high school diploma.

C. Scope of Work

The work includes mowing of all established grasses and vegetation at properties, cutting of trees and/or bushes, removal of all junk, garbage, trash, debris, or inoperable, abandoned or unused equipment, appliances, furniture or other tangible personal property as requested by the Code Enforcement Division. Each property will be identified by address and parcel number with any special circumstances noted.

Job Expectations

1. The contractor will be expected to complete all jobs within four (4) days of notification-weather permitting.
2. The contractor must be able to receive requests via e-mail.
3. The contractor's invoices will give detailed description of the location (address and parcel number), dates and time work was performed rounded up to the quarter hour in an itemized categorization of charges incurred within fifteen (15) days of performing the service.
4. The City of West Jordan reserves the right to withhold payment on all unauthorized work.

Requirements- The contractor must:

1. Be prepared to complete all abatement jobs in a timely manner as assigned.
2. Be able to handle some jobs consisting of extremely long grass and/or weeds.
3. Have the equipment, personnel and skills needed for cutting residential and commercial properties consisting of grass/weed heights in excess of twelve (12) inches.
4. Be capable of mowing ungraded lots or steep slopes.

5. Identify and avoid possible hazards including garbage, debris, and miscellaneous junk that may be present in the grass/weeds.
6. Mow vegetation in and around structures, walks, trees, fences to a neat appearance with grass heights of 4 inches or less.
7. Be capable of getting equipment through fence openings of a minimum of thirty (30) inches to mow rear yards.
8. Remove all trash and debris in the mowing area shall be properly disposed of. Disposal costs may be separately itemized.
9. Clear sidewalks, alley ways or adjacent public right of ways of clippings following mowing.
10. Be able to remove debris that may be in violation of city ordinances (couches, appliances, concrete, rocks etc.)
11. Be able to store all removed tangible property (other than obvious trash) for a period of 30 days.
12. Be capable of recording the time and out of pocket costs associated with each and every assigned job for the City. Assignments and compensation will be on a per job basis.

D. Contract Termination

The City of West Jordan may, by written notice, and at any time, terminate the agreement if, in the judgment of the city, the contractor has failed to comply with the terms of the agreement. In the event of such termination, the contractor shall be entitled to payment for work performed through the date notice is delivered to the contractor. No sums shall be owed to the contractor for work performed after such notice is delivered.

Contractor acknowledges that this agreement is contingent upon sufficient appropriated and continuing funding by the City of West Jordan. In the event the contract is terminated due to the unavailability of continuing City funding, the contractor shall be entitled to payment for actual work performed through the date the notice is delivered to the contractor.

E. Bidder Qualifications and Proposals:

The City of West Jordan request that contractors interested in submitting proposals;

1. Bid the following to provide all of the services described in the proposal specification section of the RFP for the 2014-2015 growing season.
 - a. An hourly and total rate to abate a quarter acre property
 - b. An hourly and total rate to abate a half acre property
 - c. An hourly and total rate to abate an acre property
2. Provide a certificate of liability insurance and automobile/mowing equipment insurance. The contractor will need to name the City of West Jordan as additional insured and meets the following liability limits if awarded a contract: \$500,000 per claimant and \$1 million per occurrence.

3. Submit a written summary of their company's qualifications, years in business, and experience providing the level and type of service specified in the RFP.
4. Provide a list of three references of clients that have a current contract with you for similar services.
5. Specify the staff to be involved (primary contact, clerical contact, and owner or owner agent).
6. Confirmation that neither the contractor nor any employee would be in conflict of interest with respect to the proposal if the contractor were selected to perform the services required.

F. Term of Contract

The term of the contract shall run from June 1, 2014 to June 1, 2015.

G. Payments

Payments will be made upon submittal of invoices on a per job basis. Invoices must be received by the City of West Jordan Code Enforcement Division for payment to be processed.

H. Selection Process:

The City of West Jordan reserves the right to reject all proposals and the right to reject a proposal which is in any way incomplete or irregular. Proposals will be awarded to the best overall proposal as determined by the best interests of the City of West Jordan. In comparing the responses to the RFP and making awards, the City of West Jordan may consider such factors as quality and thoroughness of a proposal, and past performances of the contractor.

Preference will be given to those contractors providing demonstrated capability and experience in addition to that of the proposal price. The City of West Jordan reserves the right to award the contract to a contractor who is **not** the lowest cost; however, cost is an important factor in the selection of a contractor.

I. Proposal Format Requirements

1. Applicants must submit five (5) copies of their proposal in one (1) large sealed envelope to:
The City of West Jordan
Office of the City Recorder
Attention: Melanie Briggs
8000 South Redwood Road
West Jordan, Utah 84088
Due Date: May 8, 2014 by 4:00 P.M.
2. Please include contractor name and return address on the envelope.
3. Faxed or emailed proposals will not be accepted.
4. Each proposal must be signed in blue ink and include the full business address of the contractor. The names of all persons signing the proposal shall be typed or printed below their signature.

- An officer of the firm, company or corporation, or other person legally authorized to bind offeror must sign proposals submitted by a firm, company or corporation.
5. Proposals must be received by the City by the closing date and time as specified in this RFP. Late proposals received or offered after the closing date and time will be rejected.
 6. Contractors should carefully examine their proposals prior to submitting to the City to ensure that all matters submitted and included as part of their proposal are correct, accurate and signed. Failure to do so will be at the contractor's own risk and cannot secure relief by claiming an error in the proposal.

J. General Information

1. Due Date: **May 8, 2014 by 4:00 P.M.**
2. Inquires: Questions arising subsequent to the issuance of this RFP or any addenda that could have a significant impact on the responses to the RFP shall be submitted in writing to:
Stuart Williams, West Jordan Deputy City Attorney
West Jordan City
8000 South Redwood Road
West Jordan, Utah 84088
Phone: (801)-569-5140
stuartw@wjordan.com

There should be no contact made with members of the West Jordan City Municipal Council, the Mayor, or any other City official or employee regarding this RFP.

3. Addenda. If it becomes necessary to revise any part of this RFP for clarification or modification, a written addendum to the RFP shall be provided to each contractor. Any addenda issued prior to the date of proposal opening shall be acknowledged by the contractor in the proposal. Such addenda shall become part of the RFP. Failure on the part of the contractor to acknowledge any and all addenda issued may constitute grounds for rejection of that proposal.
4. All materials submitted in response to this RFP become the property of the City and may be returned only at the option of the City. Proposals submitted may be reviewed and evaluated by any person(s) on staff, employed by staff, or within and among the City's consultants, at the City's sole discretion.
5. The submission of a proposal constitutes agreement that the contractor has not divulged its proposal to, or colluded with, any other contractor or party to a proposal whatsoever.
6. All proposals must clearly set forth any restrictions or provisions deemed necessary by the contractor to effectively service the proposed contract.
7. In assuming and performing the obligations of any contract, the City and contractor shall each be acting as independent parties and neither shall be considered or represent itself as a joint venture, partner or employee of the other.
8. Successful applicant shall not assign or subcontract any portion of its obligations under the Contract without the prior written consent of the City. Assignment or subcontracting shall in no way relieve the successful applicant of any of its obligations under the Contract.

9. A company with the ability and experience to handle grass and weed abatements may joint venture with a company with the ability and experience to handle junk abatement and handling for the purpose of submitting a proposal; provided that both companies and their principals are fully disclosed.

ATTACHMENT C: INSURANCE CERTIFICATE

