

REQUEST FOR COUNCIL ACTION

SUBJECT: Highlands Landscape, Irrigation and Tree Maintenance and Snow Removal Services

SUMMARY: Approve a contract with A to Z Landscaping, Inc. for the annual City-owned park strip & park landscape maintenance, and snow removal services in Broadmeadow, Loneview 1 and 2 subdivisions, roundabouts, Creekside #1 and Englefield #1 located in the Highlands Development, for an amount not to exceed \$10,645.00.

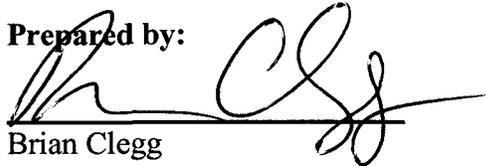
FISCAL AND/OR ASSET IMPACT: Funds for this contract will be available in the Highland Special Assessment Area budget program not to exceed \$10,645.00. This was approved by City Council on March 11, 2015. City staff time to administer and inspect contract work is approximately \$1500.00 per year.

STAFF RECOMMENDATION: Staff recommends approval of a contract with A to Z Landscaping, Inc. for the annual City-owned park strip & park landscape maintenance, and snow removal services in Broadmeadow, Loneview 1 and 2 subdivisions, Roundabouts, Creekside #1 and Englefield #1 located in the Highlands Development, for an amount not to exceed \$10,645.00.

MOTION RECOMMENDED: "I move to adopt Resolution No. ~~15-221~~ approving and authorizing the Mayor to execute a contract with A to Z Landscaping, Inc. for the annual City-owned park strip & park landscape maintenance, and snow removal services in Broadmeadow, Loneview 1 and 2 subdivisions, Roundabouts, Creekside #1 and Englefield #1 located in the Highlands Development, for an amount not to exceed \$10,645.00.

Roll Call vote required

Prepared by:



Brian Clegg
Director of Parks

Reviewed as to Legal Sufficiency:



Darien Alcorn
City Attorney

Recommended by:



Mark R. Palesh
City Manager

BACKGROUND DISCUSSION:

Staff prepared a scope and a request for proposals for the landscape maintenance work in the Highlands Development. The bid was advertised in Intermountain Contractor and the classified ads of local newspapers two weeks prior to the bid opening on November 10, 2014. Bid documents were made available to contractors from the West Jordan City Purchasing Division; one company submitted a bid. The bidding documents were reviewed and evaluated to ensure A to Z Landscaping, Inc. met the bidding requirements.

It should be noted that the contracting of this work will not eliminate all work associated with the parkstrips, as staff will still need to monitor the contractor's work, maintain the irrigation systems associated with the landscaping.

The award of this contract to A to Z Landscaping, Inc. includes five (1 year each) renewal options, if mutually agreed upon by both parties. This contract is for 1 Jan 2016 - 30 Jun 2016. The Scope of Work under this contract may be amended in future years as additional sub-divisions are completed within this development.

Attachments:

Resolution

Contract

THE CITY OF WEST JORDAN, UTAH

THE HIGHLANDS

A Municipal Corporation

RESOLUTION NO. 15-221

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH A TO Z LANDSCAPING, INC. FOR HIGHLANDS PARK STRIP & PARK LANDSCAPE MAINTENANCE AND SNOW REMOVAL SERVICES

Whereas, the City Council of the City of West Jordan received one bid for the Highlands park strip and park landscape maintenance, and snow removal services in the Broadmeadow, Loneview 1 and 2 subdivisions, Roundabouts, Creekside #1 and Englefield #1 with the low, responsible bid being from A to Z Landscaping, Inc. in the amount not to exceed of \$10,645.00; and

Whereas, the City Council desires to award the contract to A to Z Landscaping, Inc. which award shall not be binding upon the City of West Jordan unless and until the contract is fully executed by the parties; and

Whereas, the proposed contract between the City of West Jordan and A to Z Landscaping, Inc. (a copy of which is attached as **Exhibit A**) for the Highlands park strip and park landscape maintenance, and snow removal services in the Broadmeadow, Loneview 1 & 2 subdivisions, Roundabouts, Creekside #1 and Englefield #1 in the amount not to exceed of \$10,645.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with A to Z Landscaping, Inc. for an amount not-to-exceed \$10,645.00 is acceptable for the purpose of the Highlands park strip and park landscape maintenance, and snow removal services in the Broadmeadow, Loneview 1 and 2 subdivisions, Roundabouts, Creekside #1 and Englefield #1.

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

- Section 1. The contract for the Highlands park strip and park landscape maintenance, and snow removal services in the Broadmeadow, Loneview 1 and 2 subdivisions, Roundabouts, Creekside #1 and Englefield #1 is hereby awarded to A to Z Landscaping, Inc., which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. After approval as to legal form by the City Attorney, the Mayor is hereby authorized to execute a contract between the City of West Jordan and A to Z Landscaping, Inc. in an amount not to exceed \$10,645.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this day of December 2015.

Kim V. Rolfe
Mayor

ATTEST:

MELANIE BRIGGS, MMC
City Clerk

THE CITY OF WEST JORDAN, UTAH
THE HIGHLANDS
A Municipal Corporation

RESOLUTION NO. 15-221

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH
A TO Z LANDSCAPING, INC. FOR HIGHLANDS LANDSCAPE, IRRIGATION
AND TREE MAINTENANCE AND SNOW REMOVAL SERVICES

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Mayor Kim V. Rolfe	_____	_____

**CITY OF WEST JORDAN
CONTRACT AMENDMENT**

**“Park Strip & Park Landscape Maintenance and Snow Removal Services”
The Highlands**

AMENDMENT # 1

CONTRACT: A to Z Landscaping, Inc.

TO BE ATTACHED TO AND MADE A PART OF the above listed contract by and between the City of West Jordan, a municipality and political subdivision of the State of Utah and A to Z Landscaping, Inc. referred to as CONTRACTOR.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. Contract period:

05/01/2015 (original starting date)
12/31/2015 (initial ending date)

01/01/2016 **Amendment #1 start date**
06/30/2016 Current end date

2. Contract costs:

\$8,998.00 (\$749.83 for 12 months) (original contract amount)
May 1, 2015-Dec 31, 2015

\$1,644.26 (\$274.05 for 6 months) **Amendment #1 amount**
\$10,642.26 (\$886.86 a month) Additional Scope of Work
Broadmeadow, Loneview 1&2, Roundabouts,
Creekside #1 and Englefield #1

\$10,642.26 Total contract amount

3. Other changes: Additional scope of work added to The Highlands

4. Effective Date of Amendment: 01/01/2016

All other conditions and terms in the original contract remain the same.

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

CONTRACTOR

CITY OF WEST JORDAN



Contractor's signature

Mayor's signature

Tara Walker Director Attest:
Type or Print Name and Title

Approved As To Form:

City Recorder

City Attorney

Date: _____

Date: _____

Date: _____

CITY OF WEST JORDAN CONTRACT

THE HIGHLANDS

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:

Name and Address of Contractor

A to Z Landscaping, Inc.
PO Box 33
West Jordan, UT 84081

LEGAL STATUS OF CONTRACTOR

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

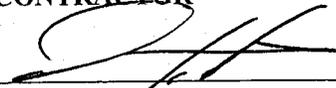
Federal Tax ID# 87-0650552

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide annual city-owned park strip and park landscape maintenance and snow removal services in Broadmeadow, Loneview Phase 1 and 2, Roundabouts, Creekside #1 and Englefield #1 located in the Highlands Development.
3. PROCUREMENT: This contract is entered into as a result of the Invitation for Bids which was submitted to the City on 11/10/2014 by the contractor.
4. CONTRACT PERIOD: **Effective date:** 01/01/2016 **Termination date:** 6/30/2016, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. RENEWAL OPTIONS: Four one-year renewal options provided the city and the contractor mutually agree to exercise the renewals.
6. CONTRACT COSTS: CONTRACTOR will be paid a maximum of **\$10,645.00** for costs authorized by this contract.
7. INSURANCE: The contractor shall maintain not less than: (a) \$1,000,000.00 automobile insurance, (b) \$1,000,000.00 general liability insurance with \$3,000,000.00 general aggregate, and (c) worker's compensation as required by state statute, during the duration of this contract.
8. ATTACHMENT A: Standard Terms and Conditions
ATTACHMENT B: Scope of Work/Invitation to Bid
ATTACHMENT C: Insurance Certificate – Naming the City, its officers, employees, and volunteers as additional insured with respect to liability.
ATTACHMENT D: Payment Bond – *Not Required*
ATTACHMENT E: Performance Bond –
ATTACHMENT F: Workers Compensation Certificate
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
9. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - City of West Jordan's Procurement Policies, and the Invitation for Bids (IFB) which was submitted to the City on 11/10/2014 by the contractor.

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

CONTRACTOR

CITY OF WEST JORDAN



Contractor's signature

Mayor's signature

Tamara Baker Director

Type or Print Name and Title

Attest: _____

Approved As To Form: _____

Date: _____

City Recorder
Date: _____

City Attorney
Date: _____

Corporate Acknowledgment

STATE OF _____)

:SS

COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me, _____, who being by me duly sworn did say that he/she is the _____ of _____, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing in _____ County, _____