

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Contractor for Slurry Seal Project

**SUMMARY:** Approve a contract with American Pavement Preservation, LLC for \$360,337.62 for slurry seal services at various locations in West Jordan City.

**FISCAL IMPACT:** The funds for this project are available in the Roads Capital Project account.

**STAFF RECOMMENDATION:**

Staff recommends approval of the contract with American Pavement Preservation, LLC for slurry seal services at locations in West Jordan City in an amount not-to-exceed \$360,337.62.

**MOTION RECOMMENDED:**

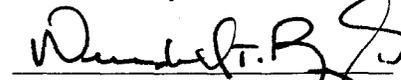
"I move to adopt Resolution No. 14-96 authorizing the Mayor to execute a contract with American Pavement Preservation, LLC for slurry seal services at locations in West Jordan City in an amount not-to-exceed \$360,337.62.

Roll Call vote required

**Prepared by:**

  
David Murphy, P.E.  
Engineering Manager for CIP

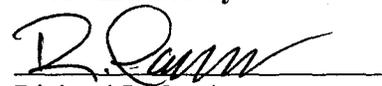
**Reviewed by:**

  
Wendell T. Rigby, P.E.  
Director of Public Works

**Reviewed as to Legal Sufficiency:**

  
Jeffery Robinson  
City Attorney

**Recommended by:**

  
Richard L. Davis  
City Manager

**BACKGROUND DISCUSSION:**

The purpose of this Contract is to complete the slurry seal of roadways located in the City of West Jordan. Work will include furnishing and installing slurry seal and paint striping as stated in the Contract Documents.

The roads included in this slurry seal contract are located in:

- District 29 (3200 West – Bangerter and 6600 South -7000 South)
- District 30 (3200 West – Bangerter and 7000 South -7800 South)
- District 31 (3200 West – Bangerter and 9000 South – 8100 South)
- District 33 (4000 West – Bangerter and 9130 South – 8500 South)
- District 32 (4000 West – Bangerter and 8400 South – 7800 South)
- District 34 (Dixie Valley)

The bid was advertised in the classified ads of local newspapers three weeks prior to the bid opening on Tuesday, April 29. Plans and specifications became available to contractors from the West Jordan City Purchasing Division on April 7, 2014. Four companies submitted bids, with American Pavement Preservation, LLC being the lowest responsible bidder, see attached bid results. The bidding documents were reviewed and evaluated to ensure American Pavement Preservation, LLC met the bidding requirements.

Attachments:

- Bid Results
- Agreement
- Resolution



THE CITY OF WEST JORDAN, UTAH  
A Municipal Corporation

RESOLUTION NO. 14-96

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
AMERICAN PAVEMENT PRESERVATION, LLC FOR  
THE WEST JORDAN SLURRY SEAL PROJECT

Whereas, the City Council of the City of West Jordan has received bids for the West Jordan Slurry Seal Project with the low, responsible bid being from American Pavement Preservation, LLC, in the amount of \$360,337.62; and

Whereas, the City Council desires to award the Agreement to American Pavement Preservation, LLC, which award shall not be binding upon the City of West Jordan unless and until the Agreement is fully executed by the parties; and

Whereas, the proposed Agreement between the City of West Jordan and American Pavement Preservation, LLC, (a copy of which is attached as **Exhibit A**) for the slurry seal project in an amount not-to-exceed \$360,337.62 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Agreement with American Pavement Preservation, LLC for an amount not-to-exceed \$360,337.62 is acceptable for the purpose of completing the West Jordan Slurry Seal Project.

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

Section 1. The Agreement for the West Jordan Slurry Seal Project is hereby awarded to American Pavement Preservation, LLC, which award shall not be binding upon the City of West Jordan until the agreement 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 an Agreement between the City of West Jordan and American Pavement Preservation, LLC, in an amount not to exceed \$360,337.62.

Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 28<sup>th</sup> day of May 2014.

\_\_\_\_\_  
Kim V. Rolfe  
Mayor

ATTEST:

\_\_\_\_\_  
Melanie S. Briggs  
City Recorder

RESOLUTION NO. 14-96

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
AMERICAN PAVEMENT PRESERVATION, LLC FOR  
THE WEST JORDAN SLURRY SEAL PROJECT

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

\_\_\_\_\_

\_\_\_\_\_

Judy Hansen

\_\_\_\_\_

\_\_\_\_\_

Chris McConnehey

\_\_\_\_\_

\_\_\_\_\_

Chad Nichols

\_\_\_\_\_

\_\_\_\_\_

Ben Southworth

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\_\_\_\_\_

Justin D. Stoker

\_\_\_\_\_

\_\_\_\_\_

Mayor Kim V. Rolfe

\_\_\_\_\_

\_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT** made this 28<sup>th</sup> day of May in the year 2014, by and between City of West Jordan, a legal entity organized and existing in Salt Lake County, under and by virtue of the laws of the State of Utah, herein designated as the CITY, and American Pavement Preservation, LLC., hereinafter designated as the CONTRACTOR.

The CITY and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 - THE WORK

The CONTRACTOR shall complete the Work as specified or indicated under the Bid Schedule(s) of the CITY's Contract Documents entitled:

#### 2014 WEST JORDAN SLURRY SEAL PROJECT – PROJECT NO. RD-14-03.

The Work is generally described as follows: The Work comprises the preparation of existing city streets for Type II Slurry Seal, the furnishing and installation of Type II Slurry Seal per APWA Section 32 01 13.61 and the replacing of any existing traffic lines and markings covered by the Slurry Seal installation.

### ARTICLE 2 - COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on the date specified in the Notice to Proceed by the CITY, and the Work shall be fully completed within 45 calendar days from the date of the Notice to Proceed.

The CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the time specified in Article 2, herein, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY the sum of \$1000.00 for each calendar day that expires after the time specified above.

### ARTICLE 3 - CONTRACT PRICE

The CITY shall pay the CONTRACTOR for the completion of the Work the sum of \$360,337.62 in accordance with the Contract Documents and the CONTRACTOR's Bid and Bid Schedule(s). The parties understand and agree that this represents full compensation for the Work, and CONTRACTOR accepts all risk, whether known or unknown, anticipated or unanticipated, of increased cost of performance, including but not limited to increased materials cost, regardless of amount.

### ARTICLE 4 - THE CONTRACT DOCUMENTS

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, the prevailing rate of per diem wages as determined by the State of Utah, the accepted Bid and Bid Schedules, List of Subcontractors, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions of the Contract, Technical Specifications, Standard Specifications, Drawings listed in The Schedule of Drawings in the Supplementary General Conditions or on the Cover Sheet of the Drawings, Addenda numbers \_ to \_ , inclusive, and all Change Orders, and Work Directive Changes which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto, all of which are incorporated herein by reference.

### ARTICLE 5 - PAYMENT PROCEDURES

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the

Engineer or Architect or the CITY as provided in the General Conditions and shall include the CITY's purchase order number.

**ARTICLE 6 - NOTICES**

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

**ARTICLE 7 - MISCELLANEOUS**

Terms used in this Agreement which are defined in Article 1 of the General Conditions and Supplementary General Conditions will have the meanings indicated in said General Conditions and Supplementary General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The CITY and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

**REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:** The bidder, offeror, or contactor represents that is has not: (1) provided an illegal gift or payoff to a city officer or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

**IN WITNESS WHEREOF,** the CITY and the CONTRACTOR have caused this Agreement to be executed the day and year first above written.

**CITY OF WEST JORDAN, UTAH**

By:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

**Address for giving Notice**

City of West Jordan  
Engineering Department  
8000 South Redwood Road  
West Jordan, Utah 84088

Approved as to Legal Form:

\_\_\_\_\_  
City Attorney

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving Notice:

\_\_\_\_\_

License

No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

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/they is/are the  
of \_\_\_\_\_, by authority of its members or its articles of organization,  
and he/she acknowledged to me that said limited liability company executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

Residing in \_\_\_\_\_ County, \_\_\_\_\_