

REQUEST FOR COUNCIL ACTION

SUBJECT: Re-roof Fire Station 53

SUMMARY: Approve an Agreement with North Face Roofing, Inc. to re-roof Fire Station 53 in an amount not to exceed \$41,800.00.

FISCAL IMPACT: Funding for this project is available in the Capital Support Account (approved green sheet item).

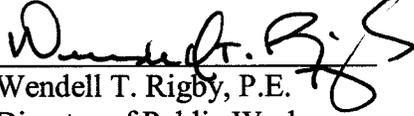
STAFF RECOMMENDATION:
Staff recommends approval of the Agreement with North Face Roofing, Inc. to re-roof Fire Station 53 in an amount not to exceed \$41,800.00.

MOTION RECOMMENDED:
"I move to adopt Resolution No. 14-201 authorizing the Mayor to execute an Agreement with North Face Roofing, Inc. to re-roof Fire Station 53 in an amount not to exceed \$41,800.00. Roll Call vote required.

Prepared by:


Jim Riding
CIP/Facilities/Fleet Project Manager

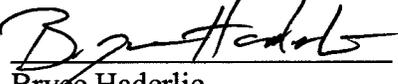
Reviewed by:


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

Reviewed as to Legal Sufficiency:


Jeffery Robinson
City Attorney

Recommended by:


Bryce Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

The roof on Fire Station 53 has had several leaks over the past few years that have been patched with some success. Due to leaks continuing to occur during storms, it has been determined that the most effective way to address the leaking situation is to replace the roof. The project was advertised with 2 companies responding. North Face Roofing Inc., is the lowest responsive and responsible bidder.

Attachments:

Resolution
Agreement
Bid response

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 14-201

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF WEST JORDAN AND NORTH FACE ROOFING, INC.

WHEREAS, the City Council of the City of West Jordan has reviewed a Contract between the City of West Jordan and North Face Roofing, Inc. (a copy of which is attached) to re-roof Fire Station 53 in an amount not to exceed \$41,800.00; and

WHEREAS, the City Council desires to award the contract to North Face Roofing, 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 North Face Roofing, Inc., for the re-roofing of Fire Station 53 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with North Face Roofing, Inc., to re-roof Fire Station 53 is acceptable for an amount not to exceed \$41,800.00.

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

Section 1. After approval as to legal form, the Mayor is hereby authorized and directed to execute the contract between the City of West Jordan and North Face Roofing, Inc. for an amount not to exceed \$41,800.00.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah this 5th day of November, 2014.

Kim V. Rolfe
Mayor

ATTEST:

MELANIE S. BRIGGS
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
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:

Name and Address of Contractor

North Face Roofing, Inc.
4118 Hilltop Court
Park City, UT 84098

LEGAL STATUS OF CONTRACTOR

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

Federal Tax ID# 27-4208006

- 2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide re-roof Fire Station 53 with a Thermoplastic Single-ply Membrane Roofing.
- 3. **PROCUREMENT:** This contract is entered into as a result of the Invitation for Bids which was submitted to the City on 10/28//2014 by the contractor.
- 4. **CONTRACT PERIOD: Effective date:** 11/05/2014 **Termination date:** Work to be completed with 60 days of Notice to Proceed, unless terminated early or extended in accordance with the terms and conditions of this contract.
- 5. **CONTRACT COSTS:** CONTRACTOR will be paid a maximum of \$41,800.00 for costs authorized by this contract.
- 6. **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.
- 7. **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. General Liability and General Automobile
ATTACHMENT D: Payment Bond
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.

- 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, and the Invitation for Bids (IFB) which was submitted to the City on 10/28/2014 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

Type or Print Name and Title

Attest:

Approved As To Form:

City Recorder

City Attorney

Date: _____

Date: _____

Date: _____

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 2-7-301 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. **INSURANCE:** The contractor shall maintain not less than: (a) \$2,000,000.00 automobile insurance, (b) \$2,000,000.00 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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products or services that it licenses, contracts, or sells to the City of West Jordan under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product or services will do what the salesperson said it would do, (2) the product or services will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product or services will be suitable for the ordinary purposes for which such product is used, (4) the product or services will be suitable for any special purposes that the City of West Jordan has relied on the contractor's skill or judgment to consider when it advised the City about the product or services, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the City has not been warned. Remedies available to the City of West Jordan include the following: The contractor will repair or replace (at no charge to the City) the product or services whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product or services proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the City of West Jordan may otherwise have under this contract or provided under the Uniform Commercial Code of the State of Utah.

ATTACHMENT B: SCOPE OF WORK

BID / QUOTE TABULATION FORM:

Bid Name Re-Roof Fire Station # 53

Project #

Bid/Quote Date: 10/28/2014 2:00 PM

Requesting Department: CPG

CONTRACTOR NAME:	Bid Bond	Cost \$
1 <u>Conwest, Inc.</u>	<u>X</u>	<u>\$47,765.00</u>
2 <u>North Face Roofing, Inc.</u>	<u>X</u>	<u>\$41,800.00</u>
3 <u>Contract West Roofing, Inc. (Received Late)</u>	<u></u>	<u>Not opened</u>

Invitation for Bids (IFB)

RETURN BIDS TO:

CITY OF WEST JORDAN
City Recorders Office
8000 South Redwood Rd
West Jordan, UT 84088

BID NO:

DUE DATE:

Re-roof Fire Station 53

Please Complete:

Company Name: North Face Roofing, Inc. Contact Person: Craig Peters
Phone Number: 435-214-7656 Fax Number: 435-214-7651
Address (orders): 4118 Hilltop Ct City: Park City State: UT ZIP: 84098
Remit Address: same City: _____ State: _____ ZIP: _____
Email address: craig@northfaceroofs.com Fed Tax ID#: 27-4208006

GENERAL INFORMATION

The City of West Jordan, Utah is seeking bids from licensed and insured companies to re-roof Fire Station 53 with a Thermoplastic Single-ply Membrane Roofing per the attached specification.

Contractor is to obtain a no fee building permit from the City's Building Department.

Sealed bids will be received by the City of West Jordan, City Recorder's office, 8000 South Redwood Road, West Jordan, UT 84088 until **10/28/14 at 2:00 P.M.** at which time they shall be publicly opened and read aloud.

A pre-bid site visit will be held October 21st at 1:00 p.m. at the site, 7602 Jordan Landing Blvd.

Bids modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Facsimile transmitted bids will not be considered.

Questions regarding the project can be directed to Jim Riding, Construction Manager, at (801) 569-5096, jimr@wjordan.com however, only written clarifications and addenda issued by the Division of Purchasing will be binding for bid evaluation and award.

It is the intention of the City to issue a contract to the successful bidder, with reasonable promptness; however, the City does not guarantee to make any purchase based upon this IFB.

NOTE:

1. A 5% bid bond is required to be submitted with returned bid.
2. A 100% payment and performance bond will be required from the awarded bidder.
3. Contractor must be licensed with the State of Utah.
4. The selected contractor shall at all times maintain a current workers compensation insurance policy for all employees of contractor in accordance with State of Utah statute. A copy of insurance certificate to be submitted to the City.
5. The selected contractor shall at all times maintain a general liability insurance policy in the amount of \$1,000,000 dollars (minimum) per occurrence for bodily injury, personal injury, and property damage. A copy of insurance certificate must be submitted to the City.
6. The selected contractor shall at all times maintain a general automotive insurance policy in the amount of \$1,000,000 dollars (minimum) per occurrence for bodily injury, personal injury, and property damage. A copy of insurance certificate must be submitted to the City.
7. The selected contractor's insurance shall at all times name the City, its officers, employees, and volunteers as additional insured with respect to liability arising from any contract that results from this bid.

Scope of Services:

Provide and install new Thermoplastic Single-ply Membrane Roofing per attached specification.
Install new sloped cricket where shown on attached drawing.

Cost \$ 41,800.00

Questions must be addressed to: Jim Riding

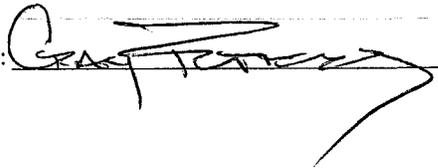
- Email: jimr@wjordan.com
- Phone: (801) 569-5096
- Postal: 8000 South Redwood Rd, West Jordan, UT 84088

Submitting RFQ:

- Mail or hand deliver Invitation for Bid to: Melanie Briggs, City Clerk 8000 South Redwood Rd, West Jordan, UT 84088
-
- The City can reject any and all Invitations for Bids. The City can waive any informality, or technicality in any Bid received, if the City believes it would serve the best interest of the City.

Submitter's Name: Craig Peters

Submitter's Title: President

Signature: 

Date: 10/28/2014

OPTION:

Install walkpad around serviceable units

Add: \$2,600

THE CINCINNATI INSURANCE COMPANY

Bid Bond

CONTRACTOR (Name, legal status and address):

North Face Contracting, Inc.
dba North Face Roofing, Inc.
4118 Hilltop Court, Park City, Utah 84098

OWNER (Name, legal status and address):

City of West Jordan
8000 S. Redwood Road
West Jordan, Utah 84088

BOND AMOUNT:

Five Percent (5%) of Attached Bid

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

This document has important legal consequences, Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT (Name, location or address, and Project number, if any):

Reroof Fire Station 53

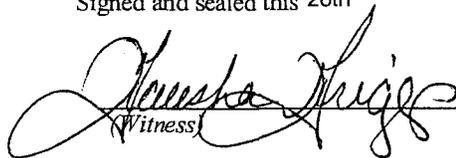
Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond the sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of October, 2014


(Witness)

North Face Contracting, Inc.
dba North Face Roofing, Inc.

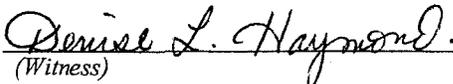
(Principal)


(Title)

Craig Peters, President

THE CINCINNATI INSURANCE COMPANY

(Surety)


(Witness)


(Title)

Paul L. Holbrook, Attorney-in-Fact



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

John W. Rowley; Michael S. Tingey; Todd E. Kiser; Melvin R. Workman; Paul L. Holbrook and/or Brad H. Tingey

of Salt Lake City, Utah its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Denton

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 28th day of October, 2014

Signature of Scott R. Bolan

Assistant Secretary



ATTACHMENT C: INSURANCE CERTIFICATE

ATTACHMENT D: PAYMENT BOND

ATTACHMENT E: PERFORMANCE BOND

ATTACHMENT F: WORKERS COMPENSATION CERTIFICATE