

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** 8600 South Roadway Project

**SUMMARY:** Approve a contract with Salt Lake Excavating for the construction of storm drain and roadway improvements on 8600 South in an amount not to exceed \$194,582.61.

**FISCAL IMPACT:** Funds are available in the Capital Roads Account.

**STAFF RECOMMENDATION:**

Staff recommends approval of the contract with Salt Lake Excavating for the construction of storm drain and roadway improvements on 8600 South in an amount not to exceed \$194,582.61.

**MOTION RECOMMENDED:**

"I move to adopt Resolution No. 15-89 authorizing the Mayor to execute a contract with Salt Lake Excavating for the construction of storm drain and roadway improvements on 8600 South in an amount not to exceed \$194,582.61.

Roll Call vote required

**Prepared by:**

GDavenport  
Greg Davenport, P.E.  
Capital Projects Engineer

**Reviewed by:**

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

**Reviewed as to Legal Sufficiency:**

Jeffery Robinson for  
Jeffery Robinson  
City Attorney

**Recommended by:**

Bryce Haderlie  
Bryce Haderlie  
Interim City Manager

## **BACKGROUND DISCUSSION:**

This project will construct the south half of 8600 South from approximately 6200 West to 6000 West and include a portion of a roundabout at the intersection of 8600 South and 6000 West. The north half of the street is under construction by Salt Lake Excavating for Peterson Development as part of the Three Forks Phase 7 Subdivision. When complete this project will include a northern entry into Ron Wood park from 8600 South.

The bid was advertised in Intermountain Contractor and the classified ads of local newspapers three weeks prior to the bid opening on Tuesday, April 14, 2015. Plans and specifications became available to contractors from the West Jordan City Purchasing Division on March 19. The engineer's estimate for this project was \$267,500.00. Six companies' submitted bids with Salt Lake Excavating being the lowest responsible bidder, see attached bid results. The bidding documents were reviewed and evaluated to ensure Salt Lake Excavating met the bidding requirements.

### **Attachments:**

- Bid Results**
- Resolution**
- Agreement**

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

RESOLUTION NO. 15-89

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SALT LAKE  
EXCAVATING FOR THE 8600 SOUTH ROADWAY PROJECT

Whereas, the City Council of the City of West Jordan has received bids for 8600 South Roadway Project with the low, responsible bid being from Salt Lake Excavating in the amount of \$194,582.61; and

Whereas, the City Council desires to award the contract to Salt Lake Excavating 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 Salt Lake Excavating (a copy of which is attached as **Exhibit A**) for the 8600 South Roadway Project has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Salt Lake Excavating for an amount not-to-exceed \$194,582.61 is acceptable.

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

- Section 1.           The contract for the 8600 South Roadway Project is hereby awarded to Salt Lake Excavating 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 Salt Lake Excavating in an amount not to exceed \$194,582.61.
- Section 3.           This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 13<sup>th</sup> day of April 2015.

---

KIM V. ROLFE  
Mayor

ATTEST:

---

MELANIE BRIGGS, MMC  
City Clerk

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

RESOLUTION NO. 15-89

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SALT LAKE  
EXCAVATING FOR THE 8600 SOUTH ROADWAY PROJECT

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

## AGREEMENT

**THIS AGREEMENT** made this 13<sup>th</sup> day of May in the year 2015, 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 Salt Lake Excavating, 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:

#### **8600 SOUTH ROADWAY PROJECT NO. RD-14-08**

The Work is generally described as follows: The Work comprises the construction of storm drain improvements including 15 inch RCP pipe and associated manholes and inlets. The construction of roadway improvements including curb, gutter, medians, sidewalk, concrete park strip, concrete truck apron, concrete pedestrian ramps, granular borrow, aggregate base, geotextile fabric, asphalt concrete, street signs, striping, pavement markings and street lights.

### **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 **90** 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. 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 **\$194,582.61** 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, Bidder's Licensing Statement, the accepted Bid and Bid Schedule(s), 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:

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

\_\_\_\_\_  
Mayor

Attest:

Approved as to Legal Form:

\_\_\_\_\_  
City Recorder  
Address for giving Notice:

\_\_\_\_\_  
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 is the \_\_\_\_\_ of \_\_\_\_\_ 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, \_\_\_\_\_

**BID / QUOTE TABULATION FORM:**

**Bid Name** 8600 S. Roadway Project  
**Project #** RD 14-08  
**Bid/Quote Date:** 4/16/2015 2:00 PM  
**Requesting Department:** CPG Greg Davenprot

<b>CONTRACTOR NAME:</b>	<b>Bid Bond</b>	<b>Total Bid Schedule # 1</b>
1 <u>Morgan Asphalt, Inc.</u>	<u>Yes</u>	<u>\$243,953.00</u>
2 <u>Acme Construction, Inc.</u>	<u>Yes</u>	<u>\$237,910.50</u>
2 <u>Post Asphalt and Construction</u>	<u>Yes</u>	<u>\$324,792.00</u>
3 <u>Salt Lake Excavating</u>	<u>Yes</u>	<u>\$194,582.61</u>
4 <u>Bowen Construction Co. Inc.</u>	<u>Yes</u>	<u>\$250,507.00</u>
5 <u>Cody Ekker Construction, Inc.</u>	<u>Yes</u>	<u>\$298,250.00</u>
6 <u>Jordan Valley Construction, Inc.</u>	<u>Yes</u>	<u>\$224,709.00</u>