

REQUEST FOR COUNCIL ACTION

SUBJECT: Construction of tennis courts at Jordan Meadows Park and Teton Estates Park

SUMMARY: Approve a contract with C & C Contractors dba Parkin Tennis Courts for the construction of two tennis courts, in an amount not to exceed \$109,000.00.

FISCAL IMPACT: Funding for this project is available in the recently approved \$4,000,000 Parks Improvement Bond.

STAFF RECOMMENDATION: Staff recommends approval of a contract with C & C Contractors dba Parkin Tennis Courts for the construction of two tennis courts, in an amount not to exceed \$109,000.00.

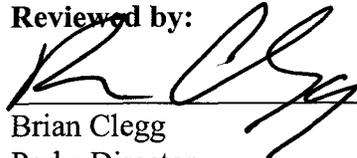
MOTION RECOMMENDED: "I move to adopt Resolution No. 15-174 authorizing the Mayor to execute a contract with C & C Contractors dba Parkin Tennis Courts for the construction of two tennis courts, in an amount not to exceed \$109,000.00.

Roll Call vote required.

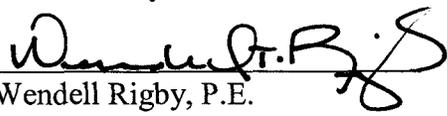
Prepared by:


Jim Riding
CIP/Facilities/Project Manager

Reviewed by:


Brian Clegg
Parks Director

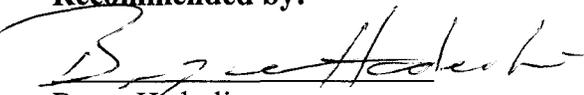
Reviewed by:


Wendell Rigby, P.E.
Public Works Director

Reviewed as to Legal Sufficiency:


Darien Alcorn
Acting City Attorney

Recommended by:


Bryce Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

City Council recently approved a \$4,000,000 bond to upgrade city parks. This project will construct new tennis courts at Jordan Meadows Park and Teton Estates Park as part of the parks upgrade.

This project was advertised for two weeks prior to the bid opening on August 25, 2015. Two bidders responded to the advertisement, and C & C Contractor's dba Parkin Tennis Courts was the lowest responsible bidder, see attached bid tabulation. The engineers estimate was \$120,000. Staff called some of the 33 references C & C Contractors submitted and received good reports. Staff therefore recommends awarding the project to C & C Contractors.

Attachments:

Resolution

Agreement

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 15-174

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH C & C CONTRACTORS dba PARKIN TENNIS COURTS FOR THE REHABILITATION OF TENNIS COURTS AT JORDAN MEADOWS PARK AND TETON ESTATES PARK

Whereas, the City Council of the City of West Jordan has received bids for the Rehabilitation of Tennis Courts at Jordan Meadows Park and Teton Estates Park Project with the low, responsible bid being from C & C Contractors dba Parkin Tennis Courts in the amount of \$109,000.00; and

Whereas, the City Council desires to award the contract to C & C Contractors dba Parkin Tennis Courts 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 C & C Contractors dba Parkin Tennis Courts (a copy of which is attached as **Exhibit A**) for the Rehabilitation of Tennis Courts at Jordan Meadows Park and Teton Estates Park Project, in an amount not-to-exceed \$109,000.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with C & C Contractors dba Parkin Tennis Courts, in an amount not-to-exceed \$109,000.00 is acceptable for the purpose of completing the Rehabilitation of Tennis Courts at Jordan Meadows Park and Teton Estates Park Project.

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

- Section 1. The contract for construction of the Rehabilitation of Tennis Courts at Jordan Meadows Park and Teton Estates Park Project is hereby awarded to and C & C Contractors dba Parkin Tennis Courts, 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 three original copies of a contract between the City of West Jordan and C & C Contractors dba Parkin Tennis Courts., in an amount not to exceed \$109,000.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah this 9th day of September 2015.

CITY OF WEST JORDAN

ATTEST:

By: _____
Kim V. Rolfe
Mayor

Melanie Briggs
City Recorder

RESOLUTION NO. 15-174

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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 9th day of September 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 C & C Contractors, dba Parkin Tennis Courts, 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:

REHABILITATION OF TENNIS COURTS AT TETON ESATES PARK AND JORDAN MEADOWS PARK - PK 16-3

The Work is generally described as follows:

The Work of this Contract comprises the rehabilitation of two tennis courts to include; remove all weeds from existing tennis courts, supply and install 2" of compacted road base over existing tennis courts, supply, place and finish 4" of 4000 psi concrete with fiber mesh, remove and replace tennis net poles to new concrete height, acid wash concrete after 30 day cure time, apply one coat of acrylic surfacer with silica sand, apply two coats acrylic color with silica sand, paint playing lines

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 by November 20, 2015.

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 **\$500.00** 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 **\$109,000.00** 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 1 to 1, 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 contractor 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
Public Works 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 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 Rehabilitation of Tennis Courts
Project # Teton Estates Park & Jordan Meadows Park
 PK 16-3
Bid/Quote Date: Aug. 26, 2015 3:00 PM
Requesting Department: Engineering Jim R.

CONTRACTOR NAME:	Bid Bond	Addendum #1	Tennis Courts Jordan Meadows	Tennis Courts Teton Estates
1 <u>The Tennis and Track Company</u> **Deduct to substitute Galvanized fence for black vinyl coated fence: Jordan Meadows: Deduct - \$3,950.00 Teton Estates: Deduct - \$4,050.00	<u>Yes</u>	<u>Yes</u>	<u>\$62,878.00</u>	<u>\$63,252.00</u>
2 <u>C & C Contractors dba Parkin Tennis Courts</u> ***Credit for deductive alternate on galvanized fence fabric Deduct: \$3,600	<u>Yes</u>	<u>Yes</u>	<u>\$54,500.00</u>	<u>\$54,500.00</u>