

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve an Agreement for the Corliss Sidewalk Project, RD 17-06

SUMMARY: Execute an Agreement with Beck Construction & Excavation for the Corliss Sidewalk Project in an amount not to exceed \$159,970.00.

FISCAL/ASSET

IMPACT: Funding for this project is available in the Capital Projects C-Roads account.

STAFF RECOMMENDATION:

Staff recommends approval of an Agreement with Beck Construction & Excavation for the Corliss Sidewalk Project in an amount not to exceed \$159,970.00.

MOTION RECOMMENDED:

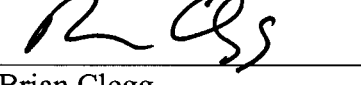
"I move to adopt Resolution No. 19-04 authorizing the Mayor to execute an Agreement with Beck Construction & Excavation for the Corliss Sidewalk Project in an amount not to exceed \$159,970.00.

Roll Call vote required.

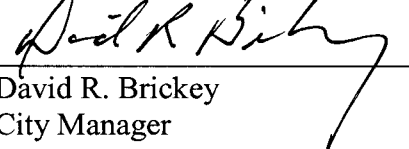
Prepared and to be Presented by:


David Murphy, P.E.
Engineering Manager for Capital Projects

Recommended by:


Brian Clegg
Public Works Director

Authorized for Council Consideration:


David R. Brickey
City Manager

Reviewed for Legal Sufficiency:


City Attorney's Office

BACKGROUND DISCUSSION:

This project will construct curb & gutter, sidewalk, and two drive approaches for an existing water storage reservoir on Old Bingham Highway from Corliss Avenue (4445 West) to approximately 4518 West on the north side of the street. This segment is part of a safe walking route that will connect adjacent residential subdivisions, UTA Trax/Bus facilities, and existing pedestrian access to 9000 South. All right of way for the project has been obtained.

It is expected that when this contract is approved the Contractor will submit a list of materials they plan to use on the project and the proposed project schedule. It is anticipated that work will begin in the Spring and be completed in 60 days. Homeowners adjacent to the project will be given more detailed project information when a schedule has been provided.

The project was advertised per City of West Jordan requirements. Five bids were received on April 11 (see attached tabulation form). The bids were tabulated, and Beck Construction & Excavation price is the low, responsible bidder.

Attachments:

- Resolution
- Agreement
- Evaluation Form

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-84

**A RESOLUTION AWARDING AN AGREEMENT WITH BECK CONSTRUCTION &
EXCAVATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
BETWEEN THE CITY AND BECK CONSTRUCTION & EXCAVATION
FOR THE CORLISS SIDEWALK PROJECT**

Whereas, the City of West Jordan has received bids for the Corliss Sidewalk Project. Based on the City's selection criteria Beck Construction & Excavation is the recommended contractor for the Corliss Sidewalk Project in an amount not to exceed \$159,970.00; and

Whereas, the City Council desires to execute an Agreement with Beck Construction & Excavation 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 Agreement between the City of West Jordan and Beck Construction & Excavation (a copy of which is attached as **Exhibit A**) for the Corliss Sidewalk Project has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Beck Construction & Excavation for the Corliss Sidewalk Project, in an amount not to exceed \$159,970.00, is acceptable.

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

- Section 1. The Agreement for the Corliss Sidewalk Project is hereby awarded to Beck Construction & Excavation, which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.
- Section 2. The Mayor is hereby authorized to execute the attached Agreement between the City of West Jordan and Beck Construction & Excavation in the amount of \$159,970.00; and
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 8th day of May 2019.

Jim Riding
Mayor

ATTEST:

Melanie S. Briggs, MMC
City Recorder

RESOLUTION NO. 19-24

**A RESOLUTION AWARDING AN AGREEMENT WITH BECK CONSTRUCTION &
EXCAVATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
BETWEEN THE CITY AND BECK CONSTRUCTION & EXCAVATION
FOR THE CORLISS SIDEWALK PROJECT**

Voting by the City Council	"YES"	"NO"
Council Member Alan Anderson	_____	_____
Council Member Dirk Burton	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chad R. Lamb	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Kayleen Whitelock	_____	_____
Mayor Jim Riding	_____	_____

BID / QUOTE TABULATION FORM:**Bid Name** Corliss Sidewalk Project**Project #** Rd 17-06**Bid/Quote Date:** 4/11/2019 2:00 PM**Requesting Department:** CPG

CONTRACTOR NAME:	Bid Bond	Addendum	Total Base
1 <u>Slate Rock Construction, LLC</u>	<u>Yes</u>	<u>NA</u>	<u>\$258,84</u>
2 <u>England Construction, LLC</u>	<u>Yes</u>	<u>NA</u>	<u>\$309,63</u>
3 <u>Acme Construction</u>	<u>Yes</u>	<u>NA</u>	<u>\$194,79</u>
4 <u>Miller Paving</u>	<u>Yes</u>	<u>NA</u>	<u>\$189,09</u>
5 <u>Beck Construction</u>	<u>Yes</u>	<u>NA</u>	<u>\$159,97</u>



NOTICE OF AWARD CHECKLIST

Project Name: Corliss Sidewalk Project, RD 17-06

Contractor's Name: Beck Construction & Excavation

Project Manager: Kyle MacArthur

Address: 1194 South Jordan Parkway, Ste. A

City: South Jordan

State: UT

Zip: 84095

Telephone No.: 801-870-7922

Fax No. 801-606-7273

Contracts Administrator:

Maureen Casper 801-569-5043

7960 South 4000 West, West Jordan UT 84088

maureen.casper@westjordan.utah.gov

The following checklist is to be used as a general list of items to be submitted by the contractor before the contract can be submitted to City Council for approval.

<u>Completed.</u>	<u>Description</u>
-------------------	--------------------

- | | |
|--------------------------|---|
| ☐ | Agreement- (WJC0500- completed, signed and notarized) |
| ☐ | Payment Bond |
| ☐ | Performance Bond |
| ☐ | Workers Compensation Certificate of Insurance (WJC0600- signed) |
| ☐ | Certificate of Liability Insurance- |

The City requires a Certificate of Liability Insurance. The City requests that an endorsement to the insurance policy be issued to allow for courtesy notification to City officials in the event of pending cancellation, change, or reduction of coverage with preferably 90 days, but at least 30 days, prior to conclusion.

Please return all documents listed above to Maureen by
May 1.

Any questions, contact Maureen at 801-569-5043.

AGREEMENT

THIS AGREEMENT made this 8th day of May in the year 2019, by and between the 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 Beck Construction & Excavation, 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:

CORLISS SIDEWALK RD-17-06

The Work is generally described as follows: Demolition of existing asphalt pavement and clearing & grubbing of existing vegetation. The furnishing, installation, and finishing of the following: curb and gutter, park strip, sidewalk, drive approaches, ADA ramp, asphalt pavement, pavement striping, existing sign relocation, final landscaping/restoration. Coordination with existing utility providers will be required to have said providers relocate existing structures.

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 60 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 the 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 **\$159,970.00** 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 the 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 contractor represents that it 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, Title 1, Chapter 11, Section 15 of the City of West Jordan Municipal 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

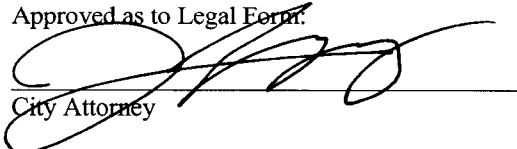
Attest:

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, _____

WORKER'S COMPENSATION CERTIFICATE

I am aware that every employer in the State of Utah is required to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of Utah Law, and I will fully comply with such provisions before commencing the performance of the work of this contract. I will provide evidence of the above-mentioned insurance.

Contractor: _____

By: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a * _____, hereinafter called Principal, and
*insert "state of incorporation", " corporation", "partnership", or "individual"

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of West Jordan
8000 S. Redwood Rd.
West Jordan, UT 84088

hereinafter called OWNER, in the penal sum of _____ Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

CORLISS SIDEWALK

RD-17-06

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all

PERFORMANCE BOND

outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST:

(Principal Secretary)

(Seal)

(Witness as to Principal)

(Address)

(Surety)

(Principal)

BY: _____

(Address)

BY: _____

(Attorney-in-Fact)

(Address)

ATTEST:

Witness as to Surety)

(Address)

NOTE: Date of BOND must not be prior to the date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____, a Utah Corporation
(Name of Contractor)

(Address of Contractor)

a * _____, hereinafter called Principal, and
*insert "state of incorporation", "corporation", "partnership", or "individual"

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of West Jordan
8000 S. Redwood Rd.
West Jordan, UT 84088

hereinafter called OWNER, in the penal sum of _____ Dollars (\$)
in lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 20__, a copy of which is
hereto attached and made a part hereof for the construction of:

CORLISS SIDEWALK RD-17-06

NOW, THEREFORE, if the Principal shall promptly make payment to all person, firms,
SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke,
repairs on machinery, equipment, and tools, consumed or used in connection with the construction of
such WORK, and all insurance premiums on said WORK, and for all labor performed in such WORK
whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain
in full force and effect.

PROVIDED, FURTHER, that the Surety for value received hereby stipulates and agrees that no
change, extension of time, alteration or addition to the terms of the contract or to the WORK to be

performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST:

(Principal Secretary)

(Seal)

(Witness as to Principal)

(Address)

(Surety)

(Principal)

BY: _____

(Address)

BY: _____
(Attorney-in-Fact)

(Address)

ATTEST:

Witness as to Surety)

(Address)

NOTE: Date of BOND must not be prior to the date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 amended) and be authorized to transact business in the State where the PROJECT is located.

PAYMENT BOND



NOTICE OF INTENT TO AWARD

Date: April 16, 2019	
To: Beck Construction & Excavation 1194 West South Jordan Parkway, Ste. A PO Box 95026 South Jordan, UT 84095	Owner: City of West Jordan Capital Projects Group 7960 South 4000 West West Jordan, Utah 84088 Attn: Nikolai Halverson
Reference:	Project: RD 17-06 Corliss Sidewalk Project

You are hereby notified that your Bid dated April 11, 2019, for the above Contract has been reviewed by City staff and that we will be making a recommendation to the City Council of the City of West Jordan to award the Contract for this project to you. You are the apparent successful bidder; however, the actual award of the project is only finalized by the approval of the City Council in a regularly scheduled meeting of the City Council.

The purpose of providing you with this Notice of Intent to Award is to satisfy any of your insurance and/or bonding companies who need such a Notice in order to process their documents. City staff will not process a request to approve this Contract and issue a Notice of Award until the following documents have been provided:

1. You must deliver to the City a fully executed counterpart of the Agreement.
2. You must deliver at least one set of the original Payment Bond, Performance Bond, and Insurance Certificate as specified in the Instructions to Bidders, the General Conditions (Article 5), and the Supplementary General Conditions.

You must comply with the following conditions precedent within 14 days of the date of this Notice of Intent to Award; that is, by: _____.

Failure to comply with these conditions within the time specified will entitle the City to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited.

Within 14 days after you comply with the foregoing conditions, the City will return to you one fully executed counterpart of Contract Documents.

CITY OF WEST JORDAN

By Maureen Casper
Title Contracts Administrator