

REQUEST FOR COUNCIL ACTION

SUBJECT: Milling and Sweeping Contract

SUMMARY: Approve a Contract with B. Jackson Construction for Milling and Sweeping services in an amount not-to-exceed \$150,000.00.

FISCAL AND/OR

ASSET IMPACT: The funds for this project are available in the Road Capital Account.

STAFF RECOMMENDATION:

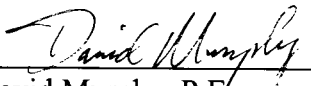
Staff recommends approval of a Contract with B. Jackson Construction for Milling and Sweeping services in an amount not-to-exceed \$150,000.00.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 19701 authorizing the Mayor to execute a Contract with B. Jackson Construction for Milling and Sweeping services in an amount not-to-exceed \$150,000.00.

Roll Call vote required

Prepared and to be Presented by:



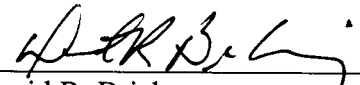
David Murphy, P.E.
Engineering Manager for Capital Projects

Recommended by:



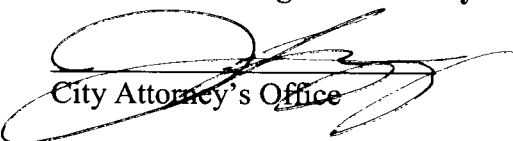
Brian Clegg
Public Works Director

Authorized for Council Consideration:



David R. Brickey
City Manager

Reviewed for Legal Sufficiency:



City Attorney's Office

BACKGROUND DISCUSSION:

The City solicited bids for the milling operation associated with the in-house paving work to be completed this summer. The City does not possess a milling machine. The milling machine is used to remove a portion of the existing asphalt, prior to the placement of a new layer of asphalt by City staff. After the asphalt is milled and prior to the placement of the next layer of asphalt, the streets are swept. The bids include a milling machine with an operator and a sweeper with an operator.

For the purpose of the bids, the city estimated 10 mobilization events and approximately 200 hours of work, although actual quantities will vary because the exact quantities are not known at this time.

The bid was advertised according to the City procurement policy with the bid opening scheduled for April 23. Three companies submitted bids with B. Jackson Construction being the lowest responsible and responsible bidder. Thorn Milling & Construction submitted the low bid, but because they modified the bid form to exclude additional costs associated with the work, their total bid amount could not be determined. Therefore, it was not considered. The other two bidders did not have modifications to the City's bid form.

The city will provide trucks, drivers and traffic control for the milling operation. The asphalt millings will remain the property of West Jordan.

Attachments:

- Resolution
- Agreement

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 19-101

**A RESOLUTION AWARDING A CONTRACT WITH B. JACKSON CONSTRUCTION AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN
THE CITY AND B. JACKSON CONSTRUCTION**

Whereas, the City of West Jordan has received bids for the Asphalt Milling Machine and Sweeper with Operators, with the low responsible and responsive bid being from B. Jackson Construction in the amount not to exceed \$150,000.00; and

Whereas, the City Council desires to execute a contract to B. Jackson Construction 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 B. Jackson Construction (a copy of which is attached as **Exhibit A**) for the Asphalt Milling Machine and Sweeper with Operators has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with B. Jackson Construction for Asphalt Milling Machine and Sweeper with Operators is acceptable for an amount not to exceed \$150,000.0.

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

- Section 1. The contract for the Asphalt Milling Machine and Sweeper with Operators is hereby awarded to B. Jackson Construction, 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 contract between the City of West Jordan and B. Jackson Construction in an amount not to exceed \$150,000.00; and
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 22nd day of May 2019.

Jim Riding
Mayor

ATTEST:

Melanie S. Briggs, MMC
City Clerk

Log
RES
19-101

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

RESOLUTION NO. _____

**A RESOLUTION AWARDING A CONTRACT WITH B. JACKSON CONSTRUCTION AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN
THE CITY AND B. JACKSON CONSTRUCTION**

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 Milling and Sweeping with Operator

Project #

Bid/Quote Date: 4/23/2019 2:00 PM

Requesting Department: CPG

Total Schd 1

- 1 Canyon Traffic Controls
- 2 Thorn milling & Const
- 3 B. Jackson Const.

155,640
113,000
150,000

- 4 _____
- 5 _____
- 6 _____
- 7 _____
- 8 _____
- 9 _____
- 10 _____



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:

**B. Jackson Construction
4188 West Nike Drive
West Jordan, UT 84088**

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide an asphalt milling machine and sweeper, and operators for both for approximately 10 mobilizations and 200 hours of milling and sweeping operations.

3. **PROCUREMENT:** This contract is entered into as a result of the Invitation for Bid form which was submitted to the City on April 23, 2019, by the contractor.

4. **CONTRACT PERIOD: Effective date:** May 23, 2019 **Termination date:** October 31, 2019, 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 **\$150,000.00** for costs authorized by this contract.

6. **INSURANCE:** The contractor shall maintain not less than (a) \$3,000,000.00 automobile insurance, (b) \$2,000,000 general liability insurance with \$3,000,000 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

ATTACHMENT C: Insurance Certificate

ATTACHMENT D: Payment Bond – N/A

ATTACHMENT E: Performance Bond –N/A

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 April 23, 2019, by the contractor.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CITY OF WEST JORDAN

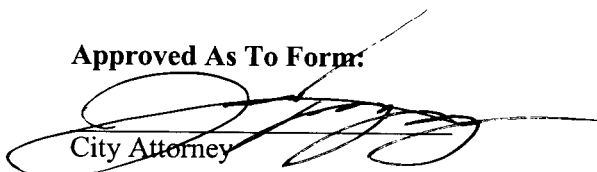
Mayor's signature

Attest:

City Recorder

Date: _____

Approved As To Form:


City Attorney

Date: 05/13/2019

CONTRACTOR:

Signature

Print Name and Title

Date: _____

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 it 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, _____

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 3-1-2 et seq. Mandatory applicable state and federal law and regulations also apply.
- 2.
3. **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.
4. **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.
5. **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.
6. **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.
7. **INSURANCE:** The contractor shall maintain not less than (a) \$3,000,000.00 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.
8. **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.
9. **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.
10. **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 workplace.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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 prove 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



INVITATION FOR BIDS

RETURN BIDS TO:

BID No.:

CITY OF WEST JORDAN
City Clerk's Office
8000 South Redwood Road
West Jordan, Utah 84088

DUE DATE: April 23, 2019 2:00 PM

Contractor Provided Asphalt Milling Machine & Sweeper, and Operators for Both

Please complete:

Fed Tax ID No.: 841377 400

Company Name: B. Jackson Construction Contact Person: Trent Webb

Phone Number: 801-260-0988 Email Address: trent.webb@bjacksonconstruction.co

Address (orders): 4188 W Nike Dr. City: West Jordan State: UT Zip: 84088

Remit Address: 4188 W. Nike Dr. City: West Jordan State: UT Zip: 84088

GENERAL INFORMATION

The City of West Jordan, Utah is seeking bids for a supplier to furnish an asphalt milling machine, sweeper and operators for both.

The milling and sweeper shall comply with APWA 2017 specifications. The milling machine will be mobilized an estimated 10 times between April 2019 and October 2019. Last year staff utilized a milling machine for approximately 200 hours. These numbers listed are estimates for bidding purposes only - actual quantities will vary depending upon the need.

Some streets will be milled full width, while others will be an edge mill.

Exceptions to the specifications (if any) must be listed on a separate sheet marked "exceptions" and shall explain in writing each exception taken. A minor exception, if taken and fully explained to the satisfaction of the West Jordan Public Works Department, will not necessarily be cause for rejection of the bid.

SCOPE OF WORK

- All work shall be in compliance with the 2017 Edition of APWA specifications
Refer to Section 32 01 16 71 Cold Milling Asphalt Paving
Staff estimates that the milling and sweeping operation will be mobilized an estimated twelve (12) times this season between April 2019 and October 2019.
The milling machine shall have the ability to directly load the City's 10-wheelers and bobtail trucks.
The asphalt millings shall remain the property of the City of West Jordan.

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.

The COMPANY shall be an independent COMPANY 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 an agent for the City, except as expressly set forth herein. The COMPANY 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 employees or agents of the COMPANY.

The COMPANY 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 or related to the performance of this contract which are caused in whole or in part by the negligence of the COMPANY's officers, agents, volunteers, or employees.

INSURANCE REQUIREMENTS

Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of no less than \$1,000,000 for each: accident, disease, employee. No owner or officer may be excluded.

General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability with a \$2,000,000 minimum per occurrence limit combined bodily injury and property damage, with a \$3,000,000 minimum aggregate limit, provided the general policy aggregate shall apply separately to the Contractor on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit.

Automobile Liability Insurance: Automobile liability insurance for the Contractor's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of the Contractor, with a \$3,000,000 minimum limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable.

The selected COMPANY's insurance shall at all times name the City of West Jordan, its officers, employees, and volunteers as additional insured with respect arising from any work that results from this bid/contract.

SUBMITTAL

Bids will only be considered if they are submitted with the forms provided by the City. The attached Non-Collusion form must be submitted with your bid.

Sealed bids will be received by the City of West Jordan, City Clerk/Recorder's Office, 8000 South Redwood Road, West Jordan, Utah 84088 until **April 23, 2019, 2:00 P.M.** at which time they shall be publicly opened and read aloud. All documents shall be in a sealed envelope plainly marked in the upper left-hand corner with the name and address of the COMPANY and shall bear the words "**Milling & Sweeping.**"

- The milling machine shall mill the existing pavement to smooth out irregularities or to lower surface elevation for future overlay construction.
- The City of West Jordan will provide traffic control for the milling operation.
- The milling machine operator and sweeper operator shall halt their operation immediately and notify the City of West Jordan Streets Superintendent if there are any deficiencies in the traffic control and have those issues appropriately addressed/corrected, prior to continuing their operation.
- The City of West Jordan will provide notifications to the neighborhood.
- The City of West Jordan will provide tree pruning in accordance with the City's Municipal Code.
- The milling operator shall meet cross slopes and depth of milling as directed by the Streets Superintendent.
- Streets shall be swept immediately following the asphalt milling operation.
- Streets shall be swept clean of all loose asphalt and debris.
- Contractor shall provide traffic control/barricades, etc. for any of their equipment left at the site overnight.
- The contractor is liable for any property damage due to loose material on the pavement surface, vertical cuts, drop-offs, etc.
- The lowering of utilities will be performed by others.
- The milling operator shall not disfigure adjacent work or existing surface improvements by accidentally cutting into them – if such disfigurements take place, restoration shall be the responsibility of the milling contractor.
- Please see the attached map for the proposed streets to be paved – however, this is no guarantee of paving to be completed. The City of West Jordan will not be responsible for equipment "down time" unless it is the result of buried/covered utilities. General maintenance of the equipment shall not be billed to the City.

BID PRICING

The quantity listed are estimates for bidding purposes only, actual quantities will vary depending upon the need.

<u>Estimated Quantity</u>	<u>Unit</u>	<u>Cost Each</u>	<u>Description</u>	<u>Total</u>
10	Each	\$ <u>1500</u>	Mobilization	\$ <u>15,000</u>
200	Hour	\$ <u>675</u>	Milling & Sweeping Operation	\$ <u>135,000</u>
			TOTAL PRICE	\$ <u>150,000</u>

GENERAL TERMS AND CONDITIONS

The COMPANY shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the COMPANY for costs authorized by the City. The COMPANY shall retain these records for at least four years after this procurement terminates, or until all audits initiated within the four years have been completed, whichever is later.

The COMPANY agrees to allow City, State, and Federal auditors access to all records to this contract, for audit and inspection, and monitoring of services.

The COMPANY 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, the COMPANY

Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be opened. Facsimile or email transmitted bids will not be considered. The COMPANY must be experienced. Bonds and insurance will be required to be submitted by the vendor 10 days after the contract has been officially awarded.

All questions shall be directed to Paul Wellington, Purchasing Agent, purchasing@westjordan.utah.gov, 801-569-5107. 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 purchase order (or contract) to the lowest responsive and responsible bidder that meets the bid specifications, with reasonable promptness; however, the City does not guarantee to make any purchase based upon this Invitation for Bid.


PROTECTED INFORMATION

(a) The Government Records Access and Management Act (GRAMA), codified as Utah Code Ann., Subsection 63G-2-101, et seq., as amended, allows for limited protection of disclosure of certain confidential records. Subject to Subsection (b), all information contained in any Bids submitted to the City shall be classified as public, but only after the City has awarded and executed a Contract with the winning Bidder.

(b) Any Claim of Business Confidentiality submitted pursuant to Utah law and in accordance with GRAMA may, in the sole discretion of the City, be classified as protected information. By submitting this Bid, Bidder agrees to be bound by the City's classification of its information submitted with its Bid and releases from liability and agrees to indemnify the City for any disclosure of confidential information. To ensure the information is protected, the bidder must clearly identify in the Executive Summary and in the body of the proposal any specific information for which a bidder claims business confidentiality protection as "PROTECTED".

c) All materials including informative or demonstrative materials, submitted become the property of the City, including originals, and will not be returned. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee.

Bidder's Authorized Representative

Bidder's Name Trent Webb Bidder's Title Project Manager
Signature  Date 4/23/19





NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Trent Webb, being first duly sworn, deposes and says that he or she is Manager of B. Jackson Construction, the party making the foregoing bid. The bidder, offeror, or contractor represents that it has not: 1) provided an illegal gift or payoff to a West Jordan City officer or employee or former West Jordan 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 conflict of interest ordinance; or 3) knowingly influenced (and hereby promises that it will not knowingly influence) a West Jordan City officer or employee or former West Jordan City officer or employee to breach any of the ethical standards set forth in the city conflict of interest ordinance, title 1, chapter 11 of the West Jordan city code.

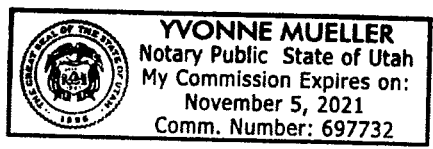
Responsible Managing Officer Trent Webb [Signature]
Title Manager
Organization B. Jackson Construction Inc.
Address 4188 W Nike dr.
West Jordan, Ut 84088

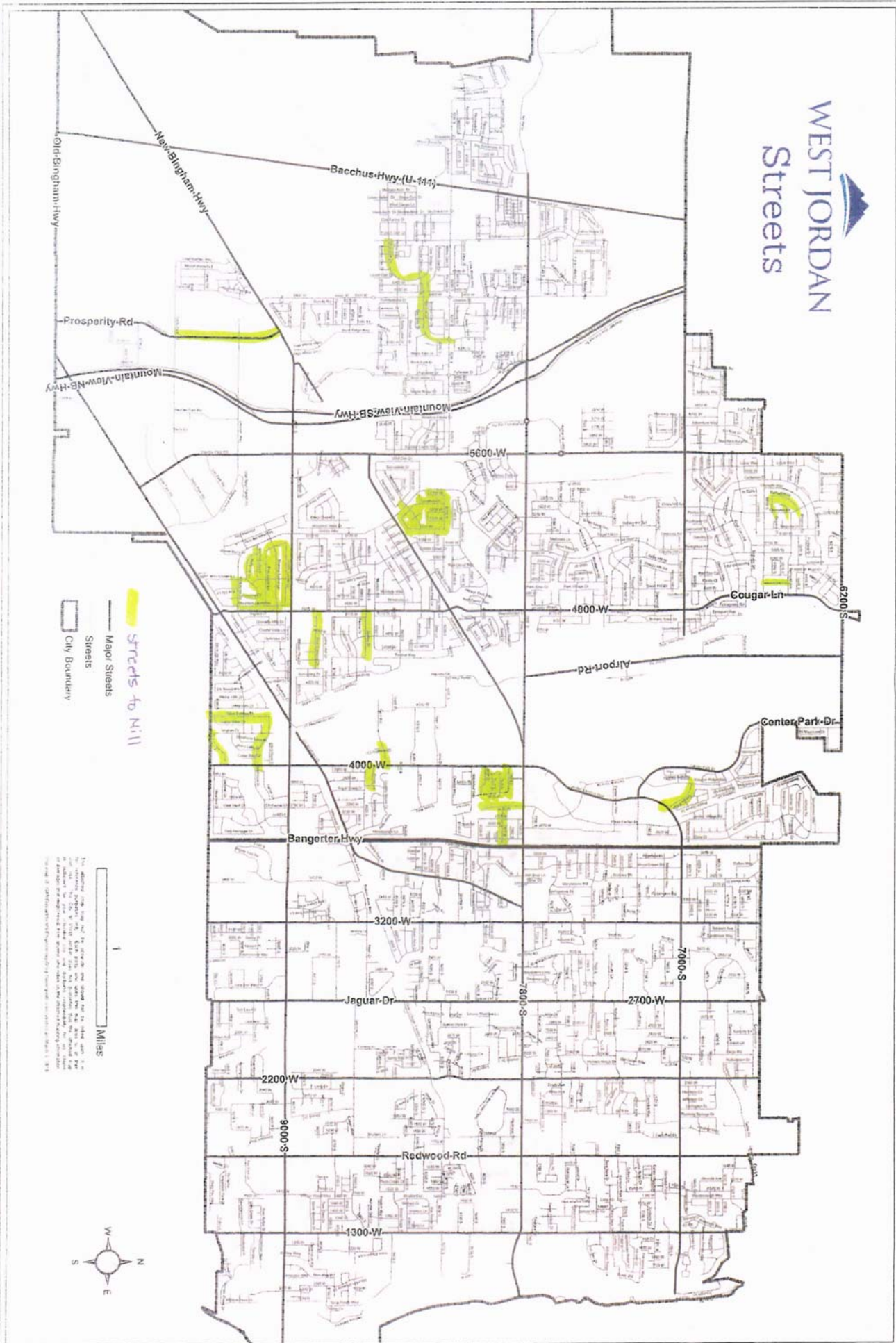
STATE OF Utah
COUNTY OF Salt Lake

On this 23rd day of April, 2019 personally appeared before me, Trent Webb who being by me duly sworn did say that he or she is the Manager of B. Jackson Construction, and that the foregoing instrument was signed in behalf of said entity by proper authority, and he or she acknowledged to me that said entity executed the same.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11/05/21 Residing in Draper County, Salt Lake





ATTACHMENT C: INSURANCE CERTIFICATE