

REQUEST FOR COUNCIL ACTION

SUBJECT: Award and Execute a Contract for the monthly generator inspections and annual service for 6 generator units located at each water booster stations.

SUMMARY: Award and authorize the Mayor to execute a contract with Smith Power Products for the monthly generator inspections and annual service for 6 generator units located at each water booster stations.

FISCAL AND/OR

ASSET IMPACT: Funding for this project is available from the Water Department Fund (5101-425000) for a total annual amount of \$109, 370.65.

STAFF RECOMMENDATION:

Staff recommends awarding a contract to Smith Power Products and authorizing the Mayor to execute a contract between the City and Smith Power Products for the monthly generator inspections and annual service for 6 generator units located at each water booster stations.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 19-160 authorizing the Mayor to award and execute a contract between the City and Smith Power Products for the monthly generator inspections and annual service for 6 generator units located at each water booster stations".

Roll Call vote required.

Prepared and Presented by:

Brian Clegg

Brian Clegg (Aug 15, 2019)

Brian Clegg
Public Works Director

Recommended by:

Brian Clegg

Brian Clegg (Aug 15, 2019)

Brian Clegg
Public Works Director

Authorized for Council Consideration:

David R. Brickey

David R. Brickey (Aug 16, 2019)

David R. Brickey
City Manager

Reviewed as to Legal Sufficiency:

Jared C. Tingey

Jared C. Tingey (Aug 15, 2019)

City Attorney's Office

BACKGROUND DISCUSSION:

The award of this contract is for monthly generator inspections and annual service of 6 generator units located at each water booster station. This contract was originally approved on the Council report dated June 26, 2019 and incorrectly described as “Monthly/Annual generator inspections, troubleshooting and repairs at all Water Booster Stations”. As originally intended by the City, the resulting contract will not provide services related to troubleshooting and repairs as stated in the previous contract. This contract will provide monthly inspections of the generators and annual services for each generator site.

We received a quote from Smith Power Products and verified that Smith Power Products is the only local provider that has the software and the specific tools that are required to work on our generators.

Staff recommends the approval of the Smith Power Products quote and the contract for a total annual amount of \$109,370.65.

Attachments:

- Resolution
- Contract

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-160

**A RESOLUTION AWARDING A CONTRACT WITH SMITH POWER PRODUCTS AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN
THE CITY AND SMITH POWER PRODUCTS
FOR THE MONTHLY GENERATOR INSPECTIONS AND ANNUAL SERVICE FOR 6
GENERATOR UNITS LOCATED AT EACH WATER BOOSTER STATIONS**

Whereas, the City of West Jordan has received a quote from Smith Power Products for the monthly generator inspections and annual service for 6 generator units located at each water booster stations. Based on the City's selection, the quote, the Sole Source Form and the letter from the contractor, Smith Power Products is the recommended contractor to provide the monthly generator inspections and annual service for 6 generator units located at each water booster stations for a total annual amount of \$109,370.65; and

Whereas, the City Council desires to execute a Contract with Smith Power Products 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 Smith Power Products (a copy of which is attached as **Exhibit A**) for the monthly generator inspections and annual service for 6 generator units located at each water booster stations have been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Contract with Smith Power Products for the monthly generator inspections and annual service for 6 generator units located at each water booster stations for a total annual amount of \$109,370.65 is acceptable.

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

- Section 1. The Contract for the monthly generator inspections and annual service for 6 generator units located at each water booster stations is hereby awarded to Smith Power Products, 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 Smith Power Products for the monthly generator inspections and annual service for 6 generator units located at each water booster stations for a total annual amount of \$109,370.65; and
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 27th day of August 2019.

Jim Riding
Mayor

ATTEST:

Jamie Brooks, CMC
Interim City Recorder

RESOLUTION NO. 19-160

**A RESOLUTION AWARDDING A CONTRACT WITH SMITH POWER PRODUCTS AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN
THE CITY AND SMITH POWER PRODUCTS
FOR THE MONTHLY GENERATOR INSPECTIONS AND ANNUAL SERVICE FOR 6
GENERATOR UNITS LOCATED AT EACH WATER BOOSTER STATIONS**

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



CITY OF WEST JORDAN CONTRACT

"Monthly Generator Inspections & Annual Service for 6 Generator Units"

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:

**Smith Power Products
3065 West California Avenue
PO Box 27527
Salt Lake City, UT**
2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide the City of West Jordan with a supplier that is able to provide monthly generator inspections and annual service for 6 generator units located at each water booster stations.
3. **PROCUREMENT:** This contract is entered into as a result of a quote, Sole Source Form and Letter received from the contractor.
4. **CONTRACT PERIOD:** **Effective date:** 07/01/2019 **Termination date:** 06/30/2024, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. **CONTRACT COSTS:** CONTRACTOR will be paid a total annual amount of **\$109,370.65** for costs authorized by this contract.
6. **INSURANCE:** The contractor shall maintain not less than (a) \$3,000,000.00 automobile insurance, (b) \$2,000,000.00 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
ATTACHMENT C: Insurance 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 quote which was submitted to the City on July 1, 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:

Jared C. Tingey
Jared C. Tingey (Aug 19, 2019)

City Attorney

Date: _____

CONTRACTOR:

Signature

Print Name and Title

Date: _____

STATE OF _____)
COUNTY OF _____) : SS

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 C: INSURANCE CERTIFICATE



West Jordan City Corp

Quote July 1, 2019 – June 30, 2024

Generator Monthly inspections and Annual service

Attn: Travis Martin

RE: Generator monthly inspections and annual services for the 6 units from the date of July 1, 2019 to June 30, 2024.

Generator monthly inspection

Consisting of

Visual inspection of unit.

Check fluid levels.

Run unit and check for any issues.

Fill out monthly inspection worksheet for each unit noting any recommendations or issues.

Generator annual service

Consisting of

Visual inspection of unit.

Check fluid levels.

Change engine oil and oil filters. Take oil sample.

Change fuel filters.

Change Air filters.

Run unit and check for any issues.

Fill out generator inspection worksheet for each unit noting any recommendations or issues.

Monthly inspections amount \$ 61050.00

Annual inspections amount \$ 48320.65

Grand total per amount \$ 109370.65

Pricing does not include applicable taxes, these are the responsibility of the buyer.

Should you have any questions, please give Chuck or myself a call at your convenience. Thanks for your business.

Generator Service Dept.

Zenas Flower

801-415-5063

ATTACHMENT C: INSURANCE CERTIFICATE

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-132

**A RESOLUTION AWARDING A CONTRACT WITH SMITH POWER PRODUCTS AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN
THE CITY AND SMITH POWER PRODUCTS
FOR MONTHLY/ANNUAL GENERATOR INSPECTIONS, TROUBLESHOOTING AND
REPAIRS AT ALL WATER BOOSTER STATIONS**

Whereas, the City of West Jordan has received a quote from Smith Power Products for the monthly/annual generator inspections. Based on the City's selection, the quote, the Sole Source Form and the letter from the contractor, Smith Power Products is the recommended contractor to provide Monthly/Annual generator inspections, troubleshooting and repairs in an amount not to exceed \$109,370.65; and

Whereas, the City Council desires to execute a Contract with Smith Power Products which award shall not be binding upon the City of West Jordan unless and until the Contract is fully executed by the parties; and

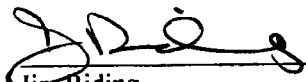
Whereas, the proposed Contract between the City of West Jordan and Smith Power Products (a copy of which is attached as **Exhibit A**) for the monthly/annual generator inspections, troubleshooting and repairs have been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Contract with Smith Power Products for the monthly/annual generator inspections, troubleshooting and repairs, in an amount not to exceed \$109,370.65 is acceptable.

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

- Section 1. The Contract for the monthly/annual generator inspections, troubleshooting and repairs is hereby awarded to Smith Power Products, 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 Smith Power Products for the monthly/annual generator inspections, troubleshooting and repairs in an amount not to exceed \$109,370.65; and
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 26th day of June 2019.


Jim Riding
Mayor

ATTEST:


Jamie Brooks, CMC
Interim City Recorder



RESOLUTION NO. 19-132

**A RESOLUTION AWARDDING A CONTRACT WITH SMITH POWER PRODUCTS AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN
THE CITY AND SMITH POWER PRODUCTS
FOR MONTHLY/ANNUAL GENERATOR INSPECTIONS, TROUBLESHOOTING AND
REPAIRS AT ALL WATER BOOSTER STATIONS**

Voting by the City Council

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

"YES"

"NO"

✓

✓

✓

✓

$$\frac{\sqrt{2}}{2}$$

✓

100

SOLE SOURCE REQUEST FORM

Please complete this form for all sole source purchases, attach it to a completed requisition, and send it to the appropriate approval level manager for signature. This form is being submitted to comply with West Jordan City Code §3-1-3.C.2.c.

Dept. Requesting the Sole Source Approval:

Water Department

Sole Source Product:

Product (or service): Generator Service
Brand Name: Smith Detroit
Model # or Part #: _____
Manufacturer: Smith Detroit

Sole Source Supplier:

Name: Smith Power Products
Address: 3065 West California Ave
Phone #: 800-658-5352
Fax #: _____
Email: _____

1. No other product, supplier, or service is acceptable because:
It requires proprietary tools, filters, fluids and programs for trouble shooting and repair.
2. List the suppliers you checked with who are not able to supply this product:
 - a. Smith Power is the only vendor that provides all the necessary
 - b. fluids and parts and can run diagnostics for this equipment Cummins Diesels
 - c. Smith Power is also equipped to troubleshoot their equipment.
3. Is this specific product (or service) required in order to be compatible with existing equipment (or service)? Please explain: Yes
Currently we have 5 wells & booster sites with their generators installed
4. Is this specific product (or service) required for trial use or testing? Please explain: No
5. Do you have any personal, financial, or fiduciary relationship with this supplier?

Yes
No

X

Sole Source Requested by:

Travis Martin

1/30/2019

Department Head

Date

Sole Source Approved by:

Scott R. Bailey
City Manager

5 Feb. 2019
Date

Please attach a separate sheet if you need more space. Justification must be specific and detailed.

Monthly-Annual Generator Inspections RCA #2 combined

Final Audit Report

2019-08-16

Created:	2019-08-13
By:	Maureen Casper (Maureen.Casper@westjordan.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX7Z8JdFFkIDEVZkAloxvixV3HmUZ7SI

"Monthly-Annual Generator Inspections RCA #2 combined" History

-  Document created by Maureen Casper (Maureen.Casper@westjordan.utah.gov)
2019-08-13 - 7:48:07 PM GMT- IP address: 73.3.147.2
-  Document emailed to Brian Clegg (brian.clegg@westjordan.utah.gov) for signature
2019-08-13 - 7:49:01 PM GMT
-  Email viewed by Brian Clegg (brian.clegg@westjordan.utah.gov)
2019-08-15 - 5:23:57 PM GMT- IP address: 207.225.200.66
-  Document e-signed by Brian Clegg (brian.clegg@westjordan.utah.gov)
Signature Date: 2019-08-15 - 5:24:23 PM GMT - Time Source: server- IP address: 207.225.200.66
-  Document emailed to Jared C. Tingey (jared.tingey@wjordan.com) for signature
2019-08-15 - 5:24:25 PM GMT
-  Email viewed by Jared C. Tingey (jared.tingey@wjordan.com)
2019-08-15 - 5:28:02 PM GMT- IP address: 67.135.178.34
-  Document e-signed by Jared C. Tingey (jared.tingey@wjordan.com)
Signature Date: 2019-08-15 - 5:28:31 PM GMT - Time Source: server- IP address: 67.135.178.34
-  Document emailed to David R. Brickey (david.brickey@westjordan.utah.gov) for signature
2019-08-15 - 5:28:33 PM GMT
-  Email viewed by David R. Brickey (david.brickey@westjordan.utah.gov)
2019-08-16 - 7:43:37 PM GMT- IP address: 174.208.13.139
-  Document e-signed by David R. Brickey (david.brickey@westjordan.utah.gov)
Signature Date: 2019-08-16 - 7:44:06 PM GMT - Time Source: server- IP address: 174.208.13.139

- ✓ Signed document emailed to Jared C. Tingey (jared.tingey@wjordan.com), Brian Clegg (brian.clegg@westjordan.utah.gov), David R. Brickey (david.brickey@westjordan.utah.gov), and Maureen Casper (Maureen.Casper@westjordan.utah.gov)

2019-08-16 - 7:44:06 PM GMT



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