

Council Meeting of December 4, 2019

Agenda Item No. 1c

REQUEST FOR COUNCIL ACTION

SUBJECT: **Award and execute a contract for Class 4000 and 5000 Concrete**

SUMMARY: Award a five-year contract to Ready Made Concrete and authorize the Mayor to execute a five-year contract with Ready Made Concrete to provide Class 4000 & 5000 concrete identified in Attachment A in the Invitation for Bid on an as needed basis.

FISCAL AND/OR

ASSET IMPACT: Funding is available from various Public Works accounts.

STAFF RECOMMENDATION:

Staff recommends awarding a five-year contract to Ready Made Concrete and authorizing the Mayor to execute a five-year contract with Ready Made Concrete to provide Class 4000 & 5000 concrete identified in Attachment A in the Invitation for Bid on an as needed basis.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 19-203 to award a five-year contract to Ready Made Concrete and authorize the Mayor to execute a five-year contract with Ready Made Concrete to provide Class 4000 & 5000 concrete identified in Attachment A in the Invitation for Bid on an as needed basis.."

Roll Call vote required.

Prepared and Presented by:

Brian Clegg

Brian Clegg (Nov 19, 2019)

Brian Clegg
Public Works Director

Recommended by:

Brian Clegg

Brian Clegg (Nov 19, 2019)

Brian Clegg
Public Works Director

Authorized for Council Consideration:

DRB
David R. Brickey (Nov 26, 2019)

David R. Brickey
City Manager

Reviewed as to Legal Sufficiency:

Jared C. Tingey
Jared C. Tingey (Nov 25, 2019)

City Attorney's Office

BACKGROUND DISCUSSION:

This contract is for the City to purchase concrete to complete a variety of street related maintenance projects throughout each year of the five-year contract. Projects include minor utility restorations, “trip step”/hazard removal and replacement, to larger projects such as the removal and replacement of long/multiple sections of defective curb, gutter and sidewalk and special projects, as assigned by the Public Works Director. The term of the contract will be from December 5, 2019 until December 4, 2024.

The City of West Jordan advertised an Invitation for Bids on the Utah Public Procurement Place website two weeks prior to the bid opening on November 6. Ready Made Concrete was the sole bidder.

Attachments:

Resolution
Contract

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-203

**A RESOLUTION AWARDING A CONTRACT WITH READY MADE CONCRETE AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY AND
READY MADE CONCRETE TO PROVIDE CLASS 4000 & 5000 CONCRETE
ON AN AS NEEDED BASIS**

Whereas, the City of West Jordan has received a bid from Ready Made Concrete to provide Class 4000 & 5000 concrete on an as needed basis. Ready Made Concrete is the lowest responsible and responsive bidder for line items identified on Attachment A of the Invitation for Bid. and is the recommended contractor to provide Class 4000 & 5000 concrete on an as needed basis for an amount not to exceed \$200,000.00 over the five-year contract period; and

Whereas, the City Council desires to execute a Contract with Ready Made Concrete 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 Contract between the City of West Jordan and Ready Made Concrete (a copy of which is attached as **Exhibit A**) to provide Class 4000 & 5000 concrete on an as needed basis has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Contract with Ready Made Concrete for an amount not to exceed \$200,000.00 over a five-year contract period is acceptable.

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

Section 1. The Contract to provide Class 4000 & 5000 concrete as identified on Attachment A of the Invitation for Bid on an as needed basis is hereby awarded to Ready Made Concrete, 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 Ready Made Concrete for an amount not to exceed \$200,000.00 over the five-year contract period; and

Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this ____ day of _____ 20__.

Jim Riding
Mayor

ATTEST:

Jamie Brooks, CMC
Interim City Recorder

RESOLUTION NO. 19-203

**A RESOLUTION AWARDING A CONTRACT WITH READY MADE CONCRETE AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY AND
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ON AN AS NEEDED BASIS**

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

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:

**Ready Made Concrete
2635 Constitution Blvd.
Salt Lake City, UT 84119**

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide Class 4000 and 5000 Concrete as identified on Attachment A of the Invitation for Bid, on an as needed basis.
3. PROCUREMENT: This contract is entered into as a result of the Invitation for Bid #WJPW20101801, which was submitted to the City on November 6, 2019 by the contractor.
4. CONTRACT PERIOD: Effective date: December 5, 2019 Termination date: December 4, 2024, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. CONTRACT COSTS: CONTRACTOR will be paid in accordance with the per ton unit pricing for each item bid on the cost schedule provided on Attachment A of the Invitation for Bid document. Price escalation may be allowed as defined in the Invitation for Bid document. All purchases shall be based upon an as needed basis throughout the term of the contract and are not guaranteed. This contract may not exceed \$200,000.00 unless otherwise amended.
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 November 6, 2019, by the contractor.

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

CITY OF WEST JORDAN

ATTEST

Jim Riding, Mayor

Jamie Brooks, Interim City Recorder

Date

APPROVED TO LEGAL FORM:

Jared C. Tingey
Jared C. Tingey, Nov 15, 2019

City Attorney

CONTRACTOR

Paul Philips

Paul Philips (Nov 15, 2019)

Signature

Nov 15, 2019

Date

Paul Philips

Name and Title

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. **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.
3. **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.
4. **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.
5. **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.
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. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.
14. **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.

15. **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
Class 4000 & 5000 Concrete**

BID No.: WJPW20101801

BID DUE DATE: November 6, 2019

QUESTIONS DEADLINE: October 29, 2019

Please complete:

Fed Tax ID No.: 870515599

COMPANY Name: Ready Made Concrete Contact Person: Tara Stobbe

Phone Number: 801-886-9600 Email Address: Tara@readymadeconcrete.com

Address (orders): 2635 Constitution Blvd City: SLC State: UT Zip: 84119

Remit Address: same City: same State: UT Zip: 84119

GENERAL INFORMATION:

West Jordan City on behalf of the West Jordan Public Works Department (OWNER) is seeking bids from qualified concrete material providers.

DETAILED SCOPE OF WORK:

Material must meet or exceed the Concrete Class 4000 & 5000 APWA specifications listed on Attachment "A". Bidders must post any substitution request in the Question section of this bid with descriptive detail as to the substitution request by the question due date. The City reserves the right to reject any and all bid substitution requests

GENERAL REQUIREMENTS:

- 1) All concrete bid shall be available within a 24-hour notice, year-round.

The Bidder shall familiarize itself with the nature and extent of the scope of work requirements, site, legal requirements including state and local laws, ordinances, rules and regulations, and the conditions

affecting cost, progress of performance of the work, and shall make all such independent investigations, as Bidder deems necessary to submit a responsible bid.

BID SCHEDULE:

Costs should be provided on Attachment "A".

TERM OF PURCHASE:

Items may be ordered per Purchase Order on an "as needed" basis. **Pricing shall be guaranteed through Jan 31, 2021. The term of the resulting bid award(s) shall be valid for a five (5) year period; anticipated to be December 1, 2019 to November 30, 2024.

The City shall not guarantee any concrete material quantity or annual usage of concrete material listed on Attachment "A".

PRICE ESCALATION:

Any annual request for price escalation must be submitted before February 1, 2021 and February 1st of any subsequent year(s) of the remaining contract term. Request(s) should include a written justification validating the request and is subject to City Approval.

AWARD:

The City may award contract to the lowest responsive and responsible bidder who provides all costs as listed on Attachment "A".

SUBMITTAL:

Submit your bids electronically through the Utah Public Procurement Place (U3P) by 2:00 p.m. current Mountain Time on November 6, 2019. Proposals submitted electronically through the Utah Public Procurement Place may require uploading of electronic attachments. The Utah Public Procurement Place will accept a wide variety of document types as Word, Excel, and PDF attachments but not all. You **MAY NOT** submit documents that are embedded (zip files), movies, wmp and mp3 files or password protected files, etc. Such actions may cause your proposal(s) to be deemed as "Non-responsive".

When submitting an offer electronically through the Utah Public Procurement Place, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the offer. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted through the due date and time.

Jaggaer customer support may be contacted at (800) 233-1121 for guidance on the Utah Public Procurement Place site.

Vendors are responsible for ensuring that their Utah Public Procurement Place registration information is current and correct. Stakeholders shall not be responsible for missing or incorrect information contained in the vendor registration in the Utah Public Procurement Place. Incorrect or missing vendor registration information may result in failure to receive notification from the Utah Public Procurement Place regarding this procurement.

Bids received after this deadline will be late and ineligible for consideration. Following the deadline, the names of those responding to the bid will be made public.

QUESTIONS:

Questions arising subsequent to the issuance of this bid, that could have a significant impact on the responses to the bid, should be submitted in the bid Question and Answer section Event Number # **WJPW20101801** at the Utah Public Procurement Place. All such questions should be received by **October 29, 2019 @ 10:00 a.m. MST**. Answers to questions will be posted on the Utah Public Procurement Place which will then email the answer to all Vendors that downloaded the IFB.

Only written clarifications and addenda issued by the Purchasing Department 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.

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 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 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, but not for claims arising from the City's sole negligence.

APPLICABILITY OF CITY CODE

The West Jordan City Code applies to this agreement including, but not limited to, Title 3 Chapter 1 of said code.

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.

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 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.

All materials submitted become the property of West Jordan, Utah. Materials may be evaluated by anyone designated by West Jordan as part of the proposal evaluation committee. Informative Materials submitted may be returned only at West Jordan's option.

Bidder's Authorized Representative

Bidder's Name Tara Stobbe Bidder's Title Office Manager

Signature Tara Stobbe Date 10/26/2019

WJPW20101801-ATTACHMENT A-Concrete-Delivered-COST

SCHEDULE

ITEM-Material	Concrete Class 4000 per APWA Specification - (Must be available and delivered within 24-hr notice)	Concrete Class 5000 per APWA Specification - (Must be available and delivered within 24-hr notice)
Roads Department		
1-Cu Yd	\$ 169.00	\$ 189.00
1.25-Cu Yd	\$ 205.00	\$ 230.00
1.5-Cu Yd	\$ 241.00	\$ 271.00
1.75-Cu Yd	\$ 277.00	\$ 312.00
2-Cu Yd	\$ 313.00	\$ 353.00
2.25-Cu Yd	\$ 349.00	\$ 394.00
2.5-Cu Yd	\$ 385.00	\$ 435.00
2.75-Cu Yd	\$ 421.00	\$ 476.00
3-Cu Yd	\$ 355.00	\$ 382.00
3.25-Cu Yd	\$ 382.50	\$ 411.75
3.5-Cu Yd	\$ 410.00	\$ 441.50

3.75-Cu Yd	\$ 437.50	\$ 471.25
4-Cu Yd	\$ 465.00	\$ 501.00
4.25-Cu Yd	\$ 492.50	\$ 530.75
4.5-Cu Yd	\$ 520.00	\$ 560.50
4.75-Cu Yd	\$ 547.50	\$ 590.25
5-Cu Yd	\$ 575.00	\$ 620.00
5.25-Cu Yd	\$ 602.50	\$ 649.75
5.5-Cu Yd	\$ 630.00	\$ 679.50
5.75-Cu Yd	\$ 657.50	\$ 709.25
6-Cu Yd	\$ 685.00	\$ 739.00
6.25-Cu Yd	\$ 712.50	\$ 768.75
6.5-Cu Yd	\$ 740.00	\$ 798.50
6.75-Cu Yd	\$ 767.50	\$ 828.25
7-Cu Yd	\$ 795.00	\$ 858.00
7.25-Cu Yd	\$ 822.50	\$ 887.75

7.5-Cu Yd	\$ 850.00	\$ 917.50
7.75-Cu Yd	\$ 877.50	\$ 947.25
8-Cu Yd	\$ 905.00	\$ 977.00
8.25-Cu Yd	\$ 932.50	\$ 1,006.75
8.5-Cu Yd	\$ 960.00	\$ 1,036.50
8.75-Cu Yd	\$ 987.50	\$ 1,066.25
9-Cu Yd	\$ 1,015.00	\$ 1,096.00
Sub-Total	\$ 19,485.00	\$ 21,135.00
Concrete & Concrete Additives: Class 4000 per APWA Specification 03 30 04	per Cu Yd	\$110 per yd >3 yds \$144 per yd < 3 yds
65000 AA (AE)	5200 PSI per Cu Yd	priced above
1000 Flowable Fill	Flow Fill per Cu Yd	\$ 81.00
Minimum Load Charge	< 4 Cu Yd	\$40.00/ yd Flow Fill only <3 yds
Fuel Surcharge	Per Truck Load	\$ 25.00
Hot Water	per Cu Yd	\$ 5.00

ATTACHMENT C: INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	FAX (A/C, No): 507-446-4664
INSURED READY MADE CONCRETE, INC 2635 S CONSTITUTION BLVD SALT LAKE CITY, UT 84119-1935		365-761-6 INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13935

COVERAGES

CERTIFICATE NUMBER: 30

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			9828337	10/01/2019	10/01/2020	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ex occurrence)	\$100,000						
	MED EXP (Any one person)	EXCLUDED						
	PERSONAL & ADV INJURY	\$1,000,000						
	GENERAL AGGREGATE	\$2,000,000						
	PRODUCTS - COMPIOP AGG	\$2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER:								
X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
OTHER:								
AUTOMOBILE LIABILITY				9828337	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ex accident)	\$1,000,000
X ANY AUTO			BODILY INJURY (Per person)					
OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	N	N	BODILY INJURY (Per accident)					
Hired AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PROPERTY DAMAGE (Per accident)					
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			9828338	10/01/2019	10/01/2020	EACH OCCURRENCE	\$1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$1,000,000
	DED <input type="checkbox"/> RETENTION							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N	N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY. ADDITIONAL INSUREDS INCLUDE SANDY CITY, ITS EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS AND ASSIGNS.

CERTIFICATE HOLDER

CANCELLATION

30 0

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael G. Ken

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Policy Number: A0609-00-17

Date Entered: 1/5/2008

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		LAUB INSURANCE AGENCY 2809 S State St SLC, UT 84115		CONTACT NAME: PHONE (A/C No. Ex): (801) 486-2171 E-MAIL ADDRESS: ashlie@laubinsurance.com	FAX (A/C No.): (801) 487-9031
INSURED		Ready Made Concrete, Inc. 2635 Constitution Blvd Salt Lake City, UT 84119		INSURER(S) AFFORDING COVERAGE INSURER A: American Liberty Insurance	NAIC #
				INSURER B:	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

COVERS

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM DD/YYYY)	POLICY EXP (MM DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ex occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER						COMBINED SINGLE LIMIT (Ex accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	AUTOMOBILE LIABILITY						EACH OCCURRENCE	\$
	ANY AUTO						AGGREGATE	\$
	OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS					\$
	Hired AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB		OCCUR					
	EXCESS LIAB		CLAIMS-MADE					
	DED	RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A	WCP-43106650-316	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							EL EACH ACCIDENT	\$ 100,000
							EL DISEASE - EA EMPLOYEE	\$ 100,000
							EL DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Utah Housing & Dining - Oakland Project #1840

CERTIFICATE HOLDER

CANCELLATION

		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE
		Christopher Laub

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Concrete - Ready Made RCA

Final Audit Report

2019-11-26

Created: 2019-11-15
By: Maureen Casper (Maureen.Casper@westjordan.utah.gov)
Status: Signed
Transaction ID: CBJCHBCAABAA_rNH6nnTxIRqW6_GR5PCKxil5CET1PRY

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