

**REQUEST FOR COUNCIL ACTION**

**SUBJECT:** 5600 West Phase 2B Improvement Project

**SUMMARY:** Approve a construction contract with Kilgore Contracting, LLC for \$7,184,447.00 to construct the 5600 West Improvement Project Phase 2B.

**FISCAL IMPACT:** Funding for this project is available in Capital Water, Storm, Sewer and Roads for a total budget of \$11,863,234.00.

**STAFF RECOMMENDATION:**  
Staff recommends approval of the Agreement with Kilgore Contracting, LLC to construct the 5600 West Improvement Project Phase 2B in an amount not to exceed \$7,184,447.00.

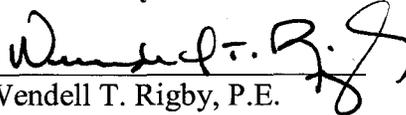
**MOTION RECOMMENDED:**  
"I move to adopt Resolution No. 14-28 authorizing the Mayor to execute an Agreement with Kilgore Contracting, LLC to construct the 5600 West Improvement Project Phase 2B in an amount not to exceed \$7,184,447.00.

Roll Call vote required.

**Prepared by:**

  
David Murphy, P.E.  
Capital Projects Manager

**Reviewed by:**

  
Wendell T. Rigby, P.E.  
Director of Public Works

**Reviewed as to Legal Sufficiency:**

  
Jeffery Robinson  
City Attorney

**Recommended by:**

  
Richard L. Davis  
City Manager

## **BACKGROUND DISCUSSION:**

This project is the second phase of 5600 West construction. In this phase of construction the Contractor will extend sewer and water service in 5600 West from 7600 South to 7000 South, construct 5600 West and 7800 South roadway improvements including curb, gutter, borrow, base, and asphalt as well as signal improvements. This contract will also include roundabout improvements, and a master planned regional storm water detention pond.

This project is intended to take 270 calendar days to complete. Traffic disruptions can be expected along 7800 South at its intersection with 5600 West to approximately 6000 West during construction. 7800 South will remain open during construction but may be restricted to a single lane. Traffic control plans will be submitted as required for the project, and reviewed and approved through the City's encroachment permit process.

The project was advertised through the City's purchasing agent four weeks prior to bid opening. Plans began available to contractors on January 8, 2014. The project bid on January 30 with 10 contractors submitting bids for the project. After evaluation, Kilgore Contracting, LLC was determined to be the low responsive and responsible bidder, as shown in the bid tabulation.

### Attachments:

Resolution  
Agreement  
Tabulation

THE CITY OF WEST JORDAN, UTAH  
A Municipal Corporation

RESOLUTION NO. 14-28

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY AND KILGORE CONTRACTING, LLC

Whereas, the City Council of the City of West Jordan has received proposals for the 5600 West Improvement Project Phase 2B with the low, responsible bid being from Kilgore Contracting, LLC in the amount of \$7,184,447.00; and

Whereas, the City Council desires to award the contract to Kilgore Contracting, LLC 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 Kilgore Contracting, LLC (a copy of which is attached as **Exhibit A**) for the 5600 West Improvement Project Phase 2B has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Kilgore Contracting, LLC for the 5600 West Improvement Project Phase 2B is acceptable for an amount not to exceed \$7,184,447.00.

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

Section 1. The agreement for the 5600 West Improvement Project Phase 2B is hereby awarded to Kilgore Contracting, LLC which award shall not be binding upon the City of West Jordan until the contract is fully executed by the parties.

Section 2. After approval as t legal form by the City Attorney, the Mayor is hereby authorized to execute the Agreement between the City of West Jordan and Kilgore Contracting, LLC in an amount not to exceed \$7,184,447.00.

Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 12<sup>th</sup> day of February 2014.

\_\_\_\_\_  
Kim V. Rolfe  
Mayor

ATTEST:

\_\_\_\_\_  
MELANIE S. BRIGGS  
City Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

## **AGREEMENT**

**THIS AGREEMENT** made this 12th day of \_\_\_\_\_ in the year 2014, by and between City of West Jordan, a legal entity organized and existing in Salt Lake County, under and by virtue of the laws of the State of Utah, herein designated as the CITY, and Kilgore Contracting, LLC 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:

#### **5600 WEST IMPROVEMENT PROJECT PHASE 2B – PROJECT NO. RD-13-11**

The Work is generally described as follows: the construction of 8 - 18 inch PVC sewer pipe, PVC sewer laterals, and associated sewer manholes. The construction of culinary water improvements, including 8 – 12 inch PVC C-900 culinary water line, 16-inch ductile iron pipe, new services, fire hydrants, sample stations, blow-offs, air vents, and associated valves. The construction of storm drain improvements including 15-48 inch RCP pipe, detention pond improvements and associated manholes and inlets. The construction of power conduits, communications conduit and associated vaults. The construction of roadway improvements including curb, gutter, medians, sidewalk, concrete park strip, retaining walls, granular borrow, aggregate base, and asphalt concrete.

### **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 270 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, herein, plus any extensions thereof allowed as modified pursuant to Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY the sum of **\$2500.00** 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 \$7,184,447.00 in accordance with the Contract Documents and the CONTRACTOR's Bid and Bid Schedule(s). The parties understand and agree that this represents full compensation for the Work, and CONTRACTOR accepts all risk, whether known or unknown, anticipated or unanticipated, of increased cost of performance, including but not limited to increased materials cost, regardless of amount.

### **ARTICLE 4 - THE CONTRACT DOCUMENTS**

The Contract Documents consist of: Notice Inviting Bids, Instructions to Bidders, Bidder's Licensing Statement, the accepted Bid and Bid Schedule(s), List of Subcontractors, Equipment or Material Proposed, Bidder's General Information, Bid Security or Bid Bond, this Agreement, Worker's Compensation Certificate, Performance Bond, Payment Bond, Notice of Award, Notice to Proceed, Notice of Completion, General Conditions of the Contract, Supplementary General Conditions of the Contract, Technical Specifications, Standard Specifications, Drawings listed in The Schedule of Drawings in the Supplementary General Conditions or on the Cover Sheet of the Drawings, Addenda numbers 1 to 2, inclusive, and all Change Orders, and Work Directive Changes which may be delivered or issued after the Effective Date of the Agreement and

are not attached hereto, all of which are incorporated herein by reference.

**ARTICLE 5 - PAYMENT PROCEDURES**

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the Engineer or Architect or the CITY as provided in the General Conditions and shall include the CITY's purchase order number.

**ARTICLE 6 - NOTICES**

Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the Notice.

**ARTICLE 7 - MISCELLANEOUS**

Terms used in this Agreement which are defined in Article 1 of the General Conditions and Supplementary General Conditions will have the meanings indicated in said General Conditions and Supplementary General Conditions. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The CITY and the CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

**REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:** The bidder, offeror, or contractor represents that is has not: (1) provided an illegal gift or payoff to a city officer or former city officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than as exempted in the City's Conflict of Interest ordinance; or (3) knowingly influenced (and hereby promises that it will not knowingly influence) a city officer or employee or former city officer or employee to breach any of the ethical standards set forth in the City's Conflict of Interest ordinance, Chapter 2.4, West Jordan City Code.

**IN WITNESS WHEREOF**, the CITY and the CONTRACTOR have caused this Agreement to be executed the day and year first above written.

**CITY OF WEST JORDAN, UTAH**

By:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

Address for giving Notice:

City of West Jordan  
Public Works Department  
8000 South Redwood Road  
West Jordan, Utah 84088

Approved as to Legal Form:

\_\_\_\_\_  
City Attorney

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving Notice:

\_\_\_\_\_

\_\_\_\_\_

License No. \_\_\_\_\_

Agent for service of process:

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
:SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me,  
\_\_\_\_\_, who being by me duly sworn did say that he/she is the  
of \_\_\_\_\_, a 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, \_\_\_\_\_

# Excel Engineering, Inc.

12 West 100 North, Suite 201  
American Fork, UT 84003  
(801) 756-4504

January 31, 2014

David Murphy, P.E.  
Engineering Manager for C.I.P.  
City of West Jordan  
8000 South Redwood Road  
West Jordan, Utah 84088

Re: 5600 WEST IMPROVEMENT PROJECT PHASE 2B - PROJECT NO. RD-13-13  
Recommendation for Award

Dear Mr. Murphy:

I have reviewed the bids for the referenced project and recommend that the project be awarded to Kilgore Contracting, LLC in the amount for Schedule No. 1, Base Bid + Bid Alternate A+B+C of \$7,183,442.00.

Since the bid opening on January 30, 2014 at 2:00 p.m., I have reviewed the documents provided and have found the following:

- The Bid Abstract that was provided was reviewed and appears to be in order
- The Bid Bond was reviewed and appears to be in order.
- All other documents provided with the Bid were reviewed and appear to be in order.
- The status of the Kilgore Companies, License was verified, it is active, and has no disciplinary actions on it or any that are pending.
- A reference for the company indicated that they do competent work.

Based on the review and confirmation of all the documents submitted with Kilgore contracting, LLC Bid, I recommend that Kilgore Contracting, LLC be given Notice of Award for the project.

Sincerely,



David W. Peterson, P.E.  
Project Engineer

## 5600 West Phase 2 Improvement Project Results

Bidder	Schedule No.1	Bid Alternate A - Roundabout 5600 West	Bid Alternate B - Roundabout 7800 South	Bid Alternate C - Detention Pond	Total
Engineer's Estimate	\$7,568,021.00	\$863,887.00	\$884,417.00	\$1,979,810.00	\$11,296,135.00
Hadco	\$6,821,410.58	\$1,105,199.38	\$990,707.98	\$2,359,379.00	\$11,276,696.94
Goran	\$6,640,043.85	\$904,660.30	\$941,056.08	\$1,916,082.09	\$10,401,842.32
Geneva Rock	\$5,568,155.35	\$775,224.80	\$781,577.80	\$1,322,580.00	\$8,447,537.95
Granite	\$5,945,660.50	\$735,493.25	\$777,568.25	\$1,173,632.00	\$8,632,354.00
Reynold's	\$5,667,538.35	\$751,162.25	\$779,542.90	\$1,255,817.00	\$8,454,060.50
S & L	\$6,853,378.90	\$978,513.89	\$990,064.63	\$2,045,822.71	\$10,867,780.13
Whitaker	\$6,077,320.75	\$814,261.00	\$833,949.00	\$1,174,006.00	\$8,899,536.75
Knife River	\$6,208,276.80	\$768,045.75	\$779,652.60	\$1,020,225.50	\$8,776,200.65
CraCar	\$6,221,636.47	\$760,034.33	\$780,377.17	\$1,350,835.25	\$9,112,883.22
Kilgore	\$4,907,997.45	\$640,824.65	\$666,012.10	\$969,612.80	\$7,184,447.00

Error in bid calculation caused submitted bid prices to change