

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Stone Creek Trail Improvements Project

**SUMMARY:** Approve a contract with Advanced Paving and Construction, LLC for the Stone Creek Trail Improvements Project, for an amount not to exceed \$92,145.00.

**FISCAL AND/OR**

**ASSET IMPACT:** Funding for this project is available in the Parks Fund.

**STAFF RECOMMENDATION:**

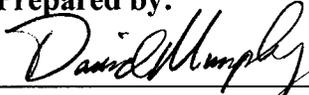
Staff recommends approval of a contract with Advanced Paving and Construction, LLC for the Stone Creek Trail Improvements Project, for an amount not to exceed \$92,145.00.

**MOTION RECOMMENDED:**

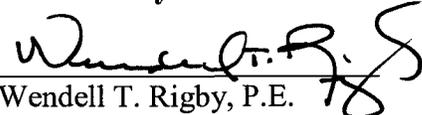
"I move to adopt Resolution No. ~~16-144~~ authorizing the Mayor to execute a contract with Advanced Paving and Construction, LLC for the Stone Creek Trail Improvements Project, for an amount not to exceed \$92,145.00."

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:**

  
\_\_\_\_\_  
David R. Brickey  
City Attorney

**Recommended by:**

  
\_\_\_\_\_  
Mark R. Palesh  
City Manager

## **BACKGROUND DISCUSSION:**

This project will rehabilitate the Stone Creek Park trail system. These trails begin at 4800 West at Clay Hollow and stretch to 5600 West just north of the Middle School. They were built over ten years ago and have begun to oxidize and deteriorate. It is expected that this treatment will increase the strength of the asphalt pathway and last for another ten years.

An Advertisement of Bid was advertised in the classified ads of local newspapers prior to the bid opening on September 1, 2016. Plans and specifications became available to contractors from the West Jordan City Purchasing Division on August 15. Four companies submitted bids, with Advanced Paving and Construction, LLC being the lowest responsible bidder, see attached bid results. The bidding documents were reviewed and evaluated to ensure Advanced Paving and Construction, LLC met the bidding requirements.

### **Attachments:**

- Resolution
- Bid Tabulation
- Agreement

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

RESOLUTION NO. ~~16-144~~

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH  
ADVANCED PAVING AND CONSTRUCTION, LLC FOR THE STONE CREEK TRAIL IMPROVEMENTS  
PROJECT

Whereas, the City Council of the City of West Jordan has received bids for Stone Creek Trail Improvements Project with the low, responsible bid being Advanced Paving and Construction, LLC in the amount of \$92,145.00; and

Whereas, the City Council desires to award the contract to Advanced Paving and Construction, 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 Advanced Paving and Construction, LLC, (a copy of which is attached as **Exhibit A**) for the Stone Creek Trail Improvements Project in an amount not-to-exceed \$92,145.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Advanced Paving and Construction, LLC, for an amount not-to-exceed \$92,145.00, is acceptable for the purpose of completing the Stone Creek Trail Improvements Project.

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

- Section 1. The contract for the Stone Creek Trail Improvements Project is hereby awarded to Advanced Paving and Construction, 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 to legal form by the City Attorney, the Mayor is hereby authorized to execute three original copies of a contract between the City of West Jordan and Advanced Paving and Construction, LLC in an amount not to exceed \$92,145.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 21<sup>st</sup> day of September 2016.

CITY OF WEST JORDAN

ATTEST:

By: \_\_\_\_\_  
Kim V. Rolfe  
Mayor

\_\_\_\_\_  
Melanie Briggs  
City Recorder

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH  
ADVANCED PAVING AND CONSTRUCTION, LLC FOR THE STONE CREEK TRAIL IMPROVEMENTS  
PROJECT

Voting by the City Council	"AYE"	"NAY"
Council Member Dirk Burton	_____	_____
Council Member Jeff Haaga	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Chad Nichols	_____	_____
Council Member Sophie Rice	_____	_____
Mayor Kim V. Rolfe	_____	_____

**BID / QUOTE TABULATION FORM:**

**Bid Name** Stone Creek Trail Imp.

**Project #** PK 16-07

**Bid/Quote Date:** 9/1/2016 2:00 PM

**Requesting Department:** CPG

Sch 1 Base Bid
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Bid Bond
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**CONTRACTOR NAME:**

1 Black Forest Paving, LLC	X	\$94,380.00
2 Staker Parsons Companies	X	\$93,115.00
3 Kilgore Contracting	X	\$113,793.00
4 Advanced Paving and Construction, LLC	X	\$92,145.00

## AGREEMENT

**THIS AGREEMENT** made this 21<sup>st</sup> day of September in the year 2016, by and between the City of West Jordan, a legal entity organized and existing in Salt Lake County, under and by virtue of the laws of the State of Utah, herein designated as the CITY, and Advanced Paving and Construction, 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:

#### STONE CREEK TRAIL IMPROVEMENT PROJECT – PROJECT NO. PK-16-07

The Work is generally described as follows: The Work comprises the rehabilitation of a 10 foot wide asphalted trail from approximately 4800 West to 5600 West. Work will include but not be limited to the removing and replacing of damaged sections of the existing trail, milling the existing trail as well as the installation of asphalt overlay over sections of the existing trail.

### 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 14 calendar days from the date of the Notice to Proceed.

The CITY and the CONTRACTOR recognize that time is of the essence of this Agreement and that the CITY will suffer financial loss if the Work is not completed within the time specified in Article 2. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, the CITY and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the CITY the sum of **\$500.00** for each calendar day that expires after the time specified above.

### ARTICLE 3 - CONTRACT PRICE

The CITY shall pay the CONTRACTOR for the completion of the Work the sum of **\$92,145.00** 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 \_\_ to \_\_ inclusive, and all Change Orders, and Work Directive Changes which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto, all of which are incorporated herein by reference.

### ARTICLE 5 - PAYMENT PROCEDURES

The CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions and the Supplementary General Conditions. Applications for Payment will be processed by the

Engineer or Architect or the CITY as provided in the General Conditions and shall include the CITY's purchase order number.

**ARTICLE 6 - NOTICES**

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

**ARTICLE 7 - MISCELLANEOUS**

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

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

**REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES:**

The bidder, offeror, or contactor 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, Title 1, Chapter 11, Section 15 of the City of West Jordan Municipal Code.

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

**CITY OF WEST JORDAN, UTAH**

By:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Recorder  
Address for giving Notice:

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

Approved as to Legal Form:

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

CONTRACTOR:

\_\_\_\_\_

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

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

Address for giving Notice:

\_\_\_\_\_

\_\_\_\_\_

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

Agent for service of process:

\_\_\_\_\_

STATE OF )

:SS

COUNTY OF )

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, personally appeared before me,

\_\_\_\_\_

\_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing in \_\_\_\_\_ County, \_\_\_\_\_