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: David R. Brickey
David R. Brickey (Nov 20, 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 READY MADE CONCRETE TO PROVIDE CLASS 4000 & 5000 CONCRETE ON AN AS NEEDED BASIS

Voting by the City Council

<table>
<thead>
<tr>
<th>Name</th>
<th>&quot;YES&quot;</th>
<th>&quot;NO&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council Member Alan Anderson</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Council Member Dirk Burton</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Council Member Zach Jacob</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Council Member Chad R. Lamb</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Council Member Chris McConnehey</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Council Member Kayleen Whitelock</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mayor Jim Riding</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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

Jim Riding, Mayor

APPROVED TO LEGAL FORM:

Jamie Brooks, Interim City Recorder  
Date

CONTRACTOR

Paul Philips

Signature  
Date

Name and Title

Paul Philips

City Attorney
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, on 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.

---

2
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.
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: 801-880-9600 Email Address: tara@readymadeconcrete.com

Address (orders): 2035 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

Rev 03/2019
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 polictes. 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 /s/ Tara Stobbe  Date 10/20/2019
<table>
<thead>
<tr>
<th>ITEM-Material</th>
<th>Concrete Class 40000 per APWA Specification - (Must be available and delivered within 24-hr notice)</th>
<th>Concrete Class 5000 per APWA Specification - (Must be available and delivered within 24-hr notice)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roads Department</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-Cu Yd</td>
<td>$169.00</td>
<td>$189.00</td>
</tr>
<tr>
<td>1.25-Cu Yd</td>
<td>$205.00</td>
<td>$230.00</td>
</tr>
<tr>
<td>1.5-Cu Yd</td>
<td>$241.00</td>
<td>$271.00</td>
</tr>
<tr>
<td>1.75-Cu Yd</td>
<td>$277.00</td>
<td>$312.00</td>
</tr>
<tr>
<td>2-Cu Yd</td>
<td>$313.00</td>
<td>$353.00</td>
</tr>
<tr>
<td>2.25-Cu Yd</td>
<td>$349.00</td>
<td>$394.00</td>
</tr>
<tr>
<td>2.5-Cu Yd</td>
<td>$385.00</td>
<td>$435.00</td>
</tr>
<tr>
<td>2.75-Cu Yd</td>
<td>$421.00</td>
<td>$476.00</td>
</tr>
<tr>
<td>3-Cu Yd</td>
<td>$355.00</td>
<td>$382.00</td>
</tr>
<tr>
<td>3.25-Cu Yd</td>
<td>$382.50</td>
<td>$411.75</td>
</tr>
<tr>
<td>3.5-Cu Yd</td>
<td>$410.00</td>
<td>$441.50</td>
</tr>
<tr>
<td>Volume</td>
<td>Price 1</td>
<td>Price 2</td>
</tr>
<tr>
<td>------------</td>
<td>--------</td>
<td>---------</td>
</tr>
<tr>
<td>3.75-Cu Yd</td>
<td>$437.50</td>
<td></td>
</tr>
<tr>
<td>4-Cu Yd</td>
<td>$465.00</td>
<td></td>
</tr>
<tr>
<td>4.25-Cu Yd</td>
<td>$492.50</td>
<td></td>
</tr>
<tr>
<td>4.5-Cu Yd</td>
<td>$520.00</td>
<td></td>
</tr>
<tr>
<td>4.75-Cu Yd</td>
<td>$547.50</td>
<td></td>
</tr>
<tr>
<td>5-Cu Yd</td>
<td>$575.00</td>
<td></td>
</tr>
<tr>
<td>5.25-Cu Yd</td>
<td>$602.50</td>
<td></td>
</tr>
<tr>
<td>5.5-Cu Yd</td>
<td>$630.00</td>
<td></td>
</tr>
<tr>
<td>5.75-Cu Yd</td>
<td>$657.50</td>
<td></td>
</tr>
<tr>
<td>6-Cu Yd</td>
<td>$685.00</td>
<td></td>
</tr>
<tr>
<td>6.25-Cu Yd</td>
<td>$712.50</td>
<td></td>
</tr>
<tr>
<td>6.5-Cu Yd</td>
<td>$740.00</td>
<td></td>
</tr>
<tr>
<td>6.75-Cu Yd</td>
<td>$767.50</td>
<td></td>
</tr>
<tr>
<td>7-Cu Yd</td>
<td>$795.00</td>
<td></td>
</tr>
<tr>
<td>7.25-Cu Yd</td>
<td>$822.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>-------</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>7.5-Cu Yd</td>
<td>850.00</td>
<td>$</td>
</tr>
<tr>
<td>7.75-Cu Yd</td>
<td>877.50</td>
<td>$</td>
</tr>
<tr>
<td>8-Cu Yd</td>
<td>905.00</td>
<td>$</td>
</tr>
<tr>
<td>8.25-Cu Yd</td>
<td>932.50</td>
<td>$</td>
</tr>
<tr>
<td>8.5-Cu Yd</td>
<td>960.00</td>
<td>$</td>
</tr>
<tr>
<td>8.75-Cu Yd</td>
<td>987.50</td>
<td>$</td>
</tr>
<tr>
<td>9-Cu Yd</td>
<td>1,015.00</td>
<td>$</td>
</tr>
<tr>
<td><strong>Sub-Total</strong></td>
<td><strong>19,485.00</strong></td>
<td>$</td>
</tr>
</tbody>
</table>

Concrete & Concrete Additives: Class 4000 per APWA Specification 03 30 04

<table>
<thead>
<tr>
<th>Item</th>
<th>per Cu Yd</th>
<th>$110 per yd &gt;3 yds</th>
<th>$144 per yd &lt; 3 yds</th>
</tr>
</thead>
<tbody>
<tr>
<td>65000 AA (AE)</td>
<td>5200 PSI per Cu Yd</td>
<td>priced above</td>
<td></td>
</tr>
<tr>
<td>1000 Flowable Fill</td>
<td>Flow Fill per Cu Yd</td>
<td>$</td>
<td>81.00</td>
</tr>
<tr>
<td>Minimum Load Charge</td>
<td>&lt; 4 Cu Yd</td>
<td>$40.00/ yd Flow Fill only &lt;3 yds</td>
<td></td>
</tr>
<tr>
<td>Fuel Surcharge</td>
<td>Per Truck Load</td>
<td>$</td>
<td>25.00</td>
</tr>
<tr>
<td>Hot Water</td>
<td>per Cu Yd</td>
<td>$</td>
<td>5.00</td>
</tr>
</tbody>
</table>
# Certificate of Liability Insurance

**Producer**

FEDERATED MUTUAL INSURANCE COMPANY  
HOME OFFICE: P.O. BOX 328  
OWATONNA, MN 55060

**Insured**

READY MADE CONCRETE, INC  
2635 S CONSTITUTION BLVD  
SALT LAKE CITY, UT 84119-1935

**Coverages**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Policy Number</th>
<th>Policy Eff</th>
<th>Policy Exp</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>9826337</td>
<td>10/01/2019</td>
<td>10/01/2020</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
<tr>
<td>Auto Liability</td>
<td>9826337</td>
<td>10/01/2019</td>
<td>10/01/2020</td>
<td>COMBINED SINGLE LIMIT $1,000,000</td>
</tr>
<tr>
<td>UM/Umbrella Liability</td>
<td>9826338</td>
<td>10/01/2019</td>
<td>10/01/2020</td>
<td>EACH OCCURRENCE $1,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles**

The Certificate holder is an additional insured subject to the conditions of the additional insured - owners, lessors 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**

Michael J. Kem

**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**

Michael J. Kem
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
LAUB INSURANCE AGENCY
2809 S State St
SLC, UT 84115

CONTACT
EMAIL: ashlie@laubinsurance.com

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

INSURER A:
American Liberty Insurance

COVERAGE:

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>EXCESS LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td>UNPROFITABLE BUSINESS (If applicable)</td>
</tr>
<tr>
<td></td>
<td>MEDICAL EXPENSES (Per Diem)</td>
</tr>
<tr>
<td></td>
<td>PERSONAL INJURY</td>
</tr>
<tr>
<td></td>
<td>GENERAL LIABILITY</td>
</tr>
<tr>
<td></td>
<td>PRODUCTS LIABILITY</td>
</tr>
<tr>
<td></td>
<td>OCCUPATIONAL DISEASE</td>
</tr>
<tr>
<td>AUTO LIABILITY</td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td>MEDICAL EXPENSES</td>
</tr>
<tr>
<td></td>
<td>PROPERTY DAMAGE</td>
</tr>
<tr>
<td></td>
<td>FIRE</td>
</tr>
<tr>
<td></td>
<td>THEFT</td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
</tr>
<tr>
<td></td>
<td>EACH OCCURRENCE</td>
</tr>
<tr>
<td></td>
<td>MEDICAL EXPENSES</td>
</tr>
<tr>
<td></td>
<td>PROPERTY DAMAGE</td>
</tr>
</tbody>
</table>

CERTIFICATE NUMBER:
WCP-43106650-316

REVISION NUMBER:
1/1/2019

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 103), Additional Remarks Schedule, may be attached if more space is required.

RE: Utah Housing & Dining - Okland Project #1940

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 Lamb

© 1988-2019 ACORD CORPORATION. All rights reserved.
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_rNHi6nnTXdRqW6_GR5PK2x5lFCET1PRY

"Concrete - Ready Made RCA" History

Document created by Maureen Casper (Maureen.Casper@westjordan.utah.gov)
2019-11-15 - 9:26:18 PM GMT - IP address: 73.3.147.2

Document emailed to Brian Clegg (brian.clegg@westjordan.utah.gov) for signature

Email viewed by Brian Clegg (brian.clegg@westjordan.utah.gov)

Document e-signed by Brian Clegg (brian.clegg@westjordan.utah.gov)
Signature Date: 2019-11-20 - 3:12:15 AM GMT - Time Source: server - IP address: 207.225.200.66

Document emailed to Jared C. Tingey (jared.tingeey@westjordan.utah.gov) for signature
2019-11-20 - 3:12:17 AM GMT

Email viewed by Jared C. Tingey (jared.tingeey@westjordan.utah.gov)
2019-11-20 - 3:12:41 AM GMT - IP address: 207.225.200.66

Document e-signed by Jared C. Tingey (jared.tingeey@westjordan.utah.gov)
Signature Date: 2019-11-26 - 0:46:54 AM GMT - Time Source: server - IP address: 207.225.200.66

Document emailed to David R. Brickey (david.brickey@westjordan.utah.gov) for signature
2019-11-26 - 0:46:56 AM GMT

Email viewed by David R. Brickey (david.brickey@westjordan.utah.gov)
2019-11-26 - 4:58:39 PM GMT - IP address: 207.225.200.66

Document e-signed by David R. Brickey (david.brickey@westjordan.utah.gov)
Signature Date: 2019-11-26 - 5:00:00 PM GMT - Time Source: server - IP address: 207.225.200.66

Signed document emailed to Jared C. Tingey (jared.tingeey@westjordan.utah.gov), Brian Clegg (brian.clegg@westjordan.utah.gov), David R. Brickey (david.brickey@westjordan.utah.gov), and Maureen Casper (Maureen.Casper@westjordan.utah.gov)
2019-11-26 - 5:00:00 PM GMT