



### Tooele County Council Agenda Item Summary

Department Making Request:

ROADS

Meeting Date:

04/05/2022

Mark Options That Apply:

Grant  
*1 time*

Contract  
*1 yr. or less*

Purchase

*Exp date: 6/6/2022*

Grant  
*With County Match*

Contract  
*More than 1 yr.*

*Exp date: \_\_\_\_\_*

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ 48,860.08

Item Title: Signature on Contract Coughlin Company Inc.

*Please answer the who? what? when? why?*

Signature on Contract for the 2022 Morman Trail Road Bump Grinding Project.

The lowest of three bids came in from Coughlin Company Inc.

Coughline Company Inc., will be providing bump grinding on the 2022 Mormon Trail Road Project before the Roads Department completes the Chip Seal Installation. This will provide a smoother ride, when the project is completed in June of 2022.

The anticipated date for Notice to Proceed is dated: April 6th, 2022. The work shall be substantially completed by Coughlin Company Inc., withen sixty (60) days from the Notice to Proceed.

List who needs copies when approved: JED BELL AND NICOLE RASH





# Coughlin Company I Inc.

809 E. Commerce Drive  
 St. George, Utah 84790  
 Phone: 435-634-1266  
 Fax: 435-674-5119  
 www.coughlincompany.com  
 President: Eric Hardison (eric@coughlincompany.com)  
 Estimator/PM: Steve Collins (steve@coughlincompany.com)  
 Estimator/PM: Reed Poleszak (reed@coughlincompany.com)

## MILLING Bid Proposal

Date:	Thursday, March 10, 2022
Proposal #	020922-03
Good for 30 Days	

**Proposal To:**  
 Tooele County  
 Jed Bell

**Project:**  
 Mormon Trall Rd - SR189 North 4.8 Miles  
 Rush Valley UT

Quantity	Unit	Item	Description	Unit Price	Total
1.00	EACH	MOB	Mobilization & Demobilization	\$ 4,000.00	\$ 4,000.00
29,685.33	SY		Rotomilling with Averaging Skis - First 2.2 Miles	\$ 0.56	\$ 16,623.79
35,082.67	SY		Rotomilling with Averaging Skis - Last 2.6 Miles	\$ 0.56	\$ 19,646.29
1.00	LS		Traffic Control	\$ 8,580.00	\$ 8,580.00
<b>Grand Total</b>				<b>\$</b>	<b>48,850.08</b>

Bid Proposal for Asphalt Rotomilling. We will furnish all labor & equipment to complete the item proposed as described on Project:  
 Mormon Trall Rd - SR189 North 4.8 Miles

All of the work will be completed in a workmanlike manner according to standard practices for the sum of: **\$ 48,850.08**  
 Forty Eight Thousand Eight Hundred Fifty Dollars and Eight Cents

Signature // Date \_\_\_\_\_  
 Coughlin Company

### Terms & Conditions

Scope of work: Mobilization & Demobilization, Rotomill & Load (ABOVE) Depths of AC Into General Contractor's trucks according to plans and specifications.

#### Conditions:

1. Work shall be completed in one continuous operation without interruption.
2. Unit price based on a mutually agreed schedule.
3. The project will be field measured and the actual area rotomilled will be invoiced at the specific unit price.
4. By accepting this proposal, the Prime Contractor agrees to hold Coughlin Company harmless for claims or damages arising out of related by-products of its normal operations.
5. The production rate will be approximately  Days(s).

Inclusions: Rotomill, Water Truck, Water Source, Brooming, Traffic Control

#### Exclusions:

1. Trucking
2. Construction Staking or Surveying, Building temporary tapers, Layout and handwork.
3. If applicable, trees must be pruned by others so as not to obstruct the milling machine operation.
4. Permits, Inspections, blue staking, QA, QC, Testing
5. Damage to underground utilities, traffic loops, and removal or lowering of all utilities/misc. steel/etc. in asphalt surface.
6. Any area not accessible to 8' Mill,
7. Gradation requirements, Sawcutting
8. Any cut depths that exceed the above specified depth will be billed at Coughlin's SYI bid price.
9. Bonding and Special taxes. (Bond Quote upon request)
10. Surface testing for smoothness, filling for distressed areas, and macrotexture testing.
11. Any concrete milling. Milling of AC within 1/2" of concrete surface.
12. Flush milling at left hand barrier locations (mill can only get within 18" of barrier unless mill can work against traffic)
13. 3D Trimble Milling

#### Payment:

1. Submittal for progress payments will be made at least monthly or as each phase of the project is completed.
2. Progress payments will be payable within 15 calendar days of the payment request, therefore, any amounts past due will be subject to 1.5% interest per month on the unpaid balance.
3. All retentions are due and payable no more than 60 days from the date that Coughlin Company completes their work.
4. Proposals under \$100,000 reflect 0% retention.

#### Agreement:

1. The undersigned hereby accepts this bid (the above prices, specifications, and that the conditions are satisfactory) and authorizes Coughlin Company to furnish all materials and labor proposed above which is required to complete the above described project.
2. The Parties agree that this Bid Proposal is incorporated into any Subcontractor Agreement between the parties, whether signed or not, and in the event an inconsistency exists between the terms of the Subcontractor Agreement and this Bid Proposal, the parties agree that the terms of this Bid Proposal shall control, supersede, and replace any such terms between the parties.
3. The undersigned agrees to pay the amount stated in this proposal upon completion of work and presentation of progress payment request.
4. In the event it becomes necessary to refer any unpaid balance owed for work performed to an attorney, the undersigned agrees to pay all attorney fees and costs incurred in the collection of the monies due under the terms of this agreement.

Signature // Date \_\_\_\_\_  
 General Contractor Representative

**DOCUMENT 00500  
AGREEMENT**

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**PART 1 GENERAL**

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**1.1 CONTRACTOR**

- A. Name: Coughlin Company L. Inc.  
B. Address: 809 E Commerce Dr  
C. City, State, Zip: St George UT 84790  
D. Telephone: 435-634-1266  
E. Facsimile: 435-674-5119

**1.2 OWNER**

- A. OWNER: **Tooele County**, a COUNTY of the State of Utah, 47 South Main Street Tooele City, 84074

**1.3 CONSTRUCTION PROJECT**

- A. Project Name:  
**2022 Mormon Trail Road Bump Grinding**

**1.4 PROJECT MANAGER**

- A. Jed Bell, Roads Department Director is the OWNER'S representative and agent for this Construction Contract who has the rights, authority and duties assigned to the PROJECT MANAGER in the Contract Documents.

**1.5 CONTRACT DOCUMENTS**

- A. The Contractor agrees to perform the work pursuant to the contract documents which include the Bid Documents, Agreement, Agreement Supplement, General Conditions, Supplementary Conditions, Specifications, Standard Specifications, Drawings, Standard Plans together with all Modifications issued pursuant to

## 2.2 CONTRACT TIME

- A. The work shall be substantially completed sixty (60) days from date of notice to proceed.
- B. The OWNER anticipates that a Notice to Proceed will be given on the following date, but reserves the right to change such date:

Anticipated date of Notice to Proceed: April 6<sup>th</sup>, 2022

## 2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within fifteen (15) days after the date CONTRACTOR receives PROJECT MANAGER'S Final Inspection Punch List unless exemptions of specific items are granted by PROJECT MANAGER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER'S rights under this Agreement.

## 2.4 LIQUIDATED DAMAGES

- A. **Late Completion:** Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions (Document 00 72 00). CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific final loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.
  - 1. Late Contract Time Completion: Five Hundred Dollars (\$500.00) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
  - 2. Late Punch List Time Completion: 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time.

## 2.5 RETAINAGE

- A. **Retainage is OWNER'S Option:** OWNER may, in its sole discretion, retain ~~five~~ <sup>ten</sup> percent (10%) of the value of all Work done and materials or equipment supplied as part security for the fulfillment of the Construction Contract by the CONTRACTOR. If, in PROJECT MANAGER'S opinion, the Work is proceeding in accordance with CONTRACTOR'S approved progress schedule, and all progress schedule submittals are current and up to date, and all required payrolls, shop drawings, and miscellaneous submittals are current and up to date, the OWNER may choose not to withhold retainage.
1. **Amount to be Retained:** If at any time after 50% of the Work has been completed, and \$25,000 or more has been retained, OWNER may make any of the remaining progress payments in full, if, in the OWNER'S sole discretion, the Work is progressing satisfactorily. OWNER may pay monthly to the CONTRACTOR while carrying on the Work, the balance not retained as aforesaid, after deducting there from all previous payments and all sums to be kept or retained under the provisions of the Construction Contract. No such estimate of payment shall be required to be made when, in judgment of the PROJECT MANAGER, the Work is not proceeding in accordance with the Contract Documents or when in PROJECT MANAGER'S judgment the total value of the Work done since the last estimate amounts to less than three hundred dollars (\$300.00). No such estimate or payment shall be construed to be an acceptance of any defective or improper Work or materials.
  2. **Reducing the Retainage:** As the Work nears completion and solely at the PROJECT MANAGER'S discretion, the OWNER may reduce the retainage to an amount more in line with the Work actually remaining.
  3. **Retainage Held Until Final Payment:** The OWNER reserves the right to retain all amounts previously withheld or due the CONTRACTOR, including liquidated damages, until all Punch List items are complete. However, at PROJECT MANAGER'S sole option, PROJECT MANAGER may authorize the release of up to all retained amounts except any liquidated damages and double PROJECT MANAGER'S best estimate of the CONTRACTOR'S cost to complete all remaining Punch List items.
- B. **Interest:** Except when CONTRACTOR is required to submit a Waiver of Interest Affidavit and except for money retained for items not provided or installed in accordance with the Contract Documents, any money retained by the OWNER will be placed in an interest bearing account accruing at a rate of .5% below the state pool rate held by the OWNER as of the date such money would have otherwise been payable. The interest accrued thereon will be due and payable to the CONTRACTOR within 30 days after the retained monies are paid.

## **2.8 WARRANTY AND GUARANTEE**

- A. CONTRACTOR hereby warrants that all work installed, and every part thereof shall remain in good condition and free from all defects due to faulty materials or workmanship during the warranty period. CONTRACTOR shall promptly make all repairs, corrections, and/or replacements for all defects in workmanship, materials, and equipment during the warranty period, without charge or cost to the OWNER. OWNER reserves the right to inspect, photograph, or televise the work and notify CONTRACTOR of the conditions of the work. CONTRACTOR shall thereupon immediately make any repairs or corrections required by this section and Article 6.16 of the General Conditions of the Manual of Standard Specifications, 2017 Edition, published by Utah T2 Center, copyright Utah Chapter APWA. "Warranty Period" means a period of one (1) year beginning on the date on which the OWNER certifies the work complete.

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## **PART 3 COVENANTS**

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### **3.1 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT**

- A. OWNER and CONTRACTOR agree no assignment of any right or interest in the Contract Documents will be made without the written consent of the OWNER and the CONTRACTOR. No assignment will release or discharge the OWNER or the CONTRACTOR from any duty or responsibility under the Contract Documents unless specifically stated to the contrary in any written consent to an assignment.
- B. CONTRACTOR shall make no assignment of money that is due without the OWNER'S written consent (except to the extent that the effect of this restriction may be limited by Law or Regulation).

### **3.2 BINDING TERMS**

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assign and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

### **3.3 INDEMNIFICATION**

- A. Provisions concerning indemnification are set forth in Article 6.17 of the General Conditions (Document 00 72 00).

5. The decision of said Committee shall be rendered in writing within 15 days from receipt of the appeal and mailed or otherwise delivered to the CONTRACTOR.
  6. The decision of said Committee shall be the final binding interpretation of the facts that are the subject of the appeal.
- C. Disputes Related to the Guarantee: Except as otherwise provided by contract modification, any dispute concerning a question of fact involving or arising out of the guarantee required by the Contract Documents (Article 13.1 of the General Conditions (Document 00 72 00)), which is not disposed of by contract modification shall be decided pursuant to the provisions of Paragraph 3.4B above, except that the initial factual decision shall be issued in writing by the PROJECT MANAGER, together with the County PROJECT MANAGER. Any appeal there from shall be made within 15 days directly to the Standing Appeals and Dispute Committee where such disputes shall be governed by Paragraphs 3.4B.3 to 3.4B.6 above.
- D. Work During Appeal: Notwithstanding the pendency of any protest or appeal provided above, CONTRACTOR shall, if so ordered by PROJECT MANAGER, proceed with the Work under the Contract Documents according to PROJECT MANAGER'S direction and according to the decision on any appeal. The existence of a claim or protest shall not excuse CONTRACTOR from the requirements of the Contract Documents, including, but not limited to, the Contract Time.
- E. Appeals of Termination or Suspension: Any decision of OWNER to terminate or suspend the Work shall not be subject to the provisions of this Article.

### **3.5 ATTORNEYS FEES**

- A. In the event there is a failure to perform under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith (whether such attorney be in house or outside counsel), either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

### **3.6 CHOICE OF LAW**

- A. This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by County ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement, which are



4.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

A. Type of organization: Corp  
(corporation, partnership, individual, etc.)

B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR'S authority to sign.

C. CONTRACTOR'S Utah license number: 236401-5501

D. CONTRACTOR'S signature: [Signature]

E. Please print name here: Eric Hardison

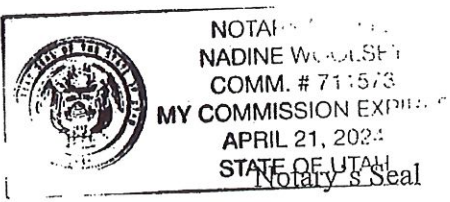
F. Title: pres

G. Corporate Acknowledgement:  
In the County of Washington, State of Utah, on the 21 day of March, 2022 personally appeared before me Eric Hardison (name of person), whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the pres (title) of Coughlin Company (name of corporation), a corporation, and that said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

[Signature]  
Notary Public Signature

St George UT  
Residing at

4.21.24  
My Commission expires:



H. Agent for Service of Process:  
1. Agent's signature: \_\_\_\_\_  
2. Agent's title: \_\_\_\_\_

I. Corporate Authority: At the request of the OWNER, evidence satisfactory to the OWNER shall be submitted which shows the person executing this Agreement has the required authority to execute this Agreement.

4.3 OWNER'S SUBSCRIPTION AND ATTESTATION

OWNER'S signature: Jan H. Wilson  
(Signature of County Manager or designee)

Acknowledgement  
State of Utah )

County of Tooele ) ss.

The foregoing instrument was acknowledged before me this 6 day of April, 20 22.

By

(Person acknowledging, title and representative capacity, if any).

Notary's Signature Cylee A. Pressley

Residing at

My commission expires: May 1, 2023

Notary's Seal

APPROVED AS TO FORM:

Blumendick 03/22/2022

END OF DOCUMENT

Colin R. Winchester  
Deputy Tooele County Attorney

