

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Approval of a contract for Calsense Central Control Irrigation Improvements

**SUMMARY:** Approve a contract with Turf Sprinkler Company to upgrade existing irrigation controllers to the Calsense Central Irrigation controllers in an amount not to exceed \$1,333,719.00 for the base bid and alternate 1 award.

**FISCAL IMPACT:** Funding is available from Parks capital funds.

**STAFF RECOMMENDATION:**

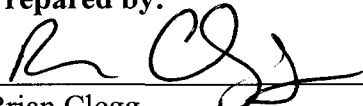
Staff recommends approval of the contract with Turf Sprinkler Company for the Calsense Central Control Irrigation Improvements Project for the base bid and alternate 1 in an amount not to exceed \$1,333,719.00.

**MOTION RECOMMENDED:**


I move to adopt Resolution No. 15-169 authorizing the Mayor to execute a contract with Turf Sprinkler Company for the Calsense Central Control Irrigation Improvements Project for the base bid and alternate 1 in an amount not to exceed \$1,333,719.00.

Roll Call vote required

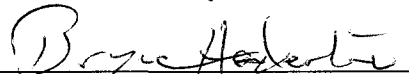
**Prepared by:**

  
\_\_\_\_\_  
Brian Clegg  
Parks Director

**Reviewed as to Legal Sufficiency:**

  
\_\_\_\_\_  
Darien Alcorn  
Acting City Attorney

**Recommended by:**

  
\_\_\_\_\_  
Bryce Haderlie  
Interim City Manager

## **BACKGROUND DISCUSSION:**

The City of West Jordan parks division currently manages over 300 acres of irrigation property that includes the City's Parks, Streetscapes and Medians. The city developed the City of West Jordan Irrigation Central Control Master Plan in 2011 which included evaluation and selection of the Calsense Central Control system as the system that would best meet the irrigation control needs of the City. The City is now moving forward to begin updating and replacing existing irrigation controllers with the Calsense Controllers and equipment. The Parks staff determined that it is a critical need for an experienced and qualified contractor to install and implement upgrades to the city's irrigation controllers and irrigation control system. In order to ensure consistency and quality of control, it was advantageous for the City to prequalify contractors for this project.

The city pre-qualified 3 contractors: Turf Sprinkler Company, Intermountain Plantings, and Gel Inc. A bid opening was conducted on August 6, 2015, all 3 contractors submitted bids. Bids were reviewed and the responsible low bidder was Turf Sprinkler Company. After reviewing the bids City staff has decided to award the base bid and alternate 1 to Turf Sprinkler Company. The parks staff along with the consultant collected the controller data needed for the design and prioritized each location. The base bid and alternate 1 include the installation of 94 controllers. (See attached list for locations). There are a total of 147 controllers in the city that are in need of the Calsense upgrade the remaining 53 controllers will be awarded through the alternates specified in the bid, as budget allows.

### **Attachments:**

- Resolution
- Bid Results
- Agreement
- Controller locations

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

RESOLUTION NO. 15-169

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TURF SPRINKLER COMPANY FOR THE CALSENSE CENTRAL CONTROL IRRIGATION IMPROVEMENTS PROJECT

Whereas, the City Council of the City of West Jordan has received bids for the Calsense Central Control Irrigation Improvements Project with the low, responsible bid being from Turf Sprinkler Company, in the amount of \$1,333,719.00; and

Whereas, the City Council desires to award the contract to Turf Sprinkler Company, 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 Turf Sprinkler Company, (a copy of which is attached as **Exhibit A**) for the Calsense Central Control Irrigation Improvements Project in an amount not-to-exceed \$1,333,719.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Turf Sprinkler Company, in an amount not-to-exceed \$1,333,719.00 is acceptable for the purpose of completing the Calsense Central Control Irrigation Improvements Project.

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

- Section 1.           The contract for construction of the Calsense Central Control Irrigation Improvements Project is hereby awarded to Turf Sprinkler Company, 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 Turf Sprinkler Company, in an amount not to exceed \$1,333,719.00.
- Section 3.           This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah this 25<sup>th</sup> day of August 2015.

CITY OF WEST JORDAN

ATTEST:

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

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

RESOLUTION NO. 15-169

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH TURF SPRINKLER COMPANY, INC. FOR THE CALSENSE CENTRAL CONTROL IRRIGATION IMPROVEMENTS PROJECT

Voting by the City Council

"AYE"

"NAY"

Jeff Haaga

\_\_\_\_\_

\_\_\_\_\_

Judy Hansen

\_\_\_\_\_

\_\_\_\_\_

Chris McConnehey

\_\_\_\_\_

\_\_\_\_\_

Chad Nichols

\_\_\_\_\_

\_\_\_\_\_

Sophie Rice

\_\_\_\_\_

\_\_\_\_\_

Ben Southworth

\_\_\_\_\_

\_\_\_\_\_

Mayor Kim V. Rolfe

\_\_\_\_\_

\_\_\_\_\_

**BID / QUOTE TABULATION FORM:**

Bid Name: Calsense Central Control Irrigation Improvements

Project #

Bid/Quote Date: 08/06/15 3:00 PM

Requesting Department: Parks

CONTRACTOR NAME:	Bid Bond	Addendums Acknowledged				Total Sum	Lump	Alt #1	Alt #2	Alt #3	Alt #4
		#1	#2	#3	#4						
1 Turf Sprinkler Company	Yes	X	X	X	X	\$ 899,165.00	\$ 434,554.00	\$ 346,538.00	\$ 106,690.00	\$ 233,513.00	
2 Intermountain Plantings	Yes	X	X	X	X	\$ 1,094,095.00	\$ 558,181.00	\$ 443,813.00	\$ 124,299.00	\$ 291,136.00	
3 Gel, Inc.	Yes	X	X	X	X	\$ 1,486,250.00	\$ 606,422.00	\$ 550,878.00	\$ 164,761.00	\$ 331,934.00	

## AGREEMENT

**THIS AGREEMENT** made this 25 day of August in the year 2015, 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 Turf Sprinkler Company, 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:

CALSENSE CENTRAL CONTROL IRRIGATION IMPROVEMENTS

The Work is generally described as follows: Replacing irrigation controllers for the city's Parks, Streetscapes and Medians throughout the city and replacing with the new central control controllers.

### 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 365 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 **\$1,333,719.00** 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 4, 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, 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 \_\_\_\_\_ 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, \_\_\_\_\_



West Jordan Calsense Central Control Irrigation Upgrades  
Base Bid & Alternate #1 Controller Sites

Controller ID	Location	Address
<b>Base Bid</b>		
1A-01	Maples Park	
1B-02	Sienna Vista Open Space	
1C-02	Cricket Park	
1C-07	The Lonely Parkstrip	
1C-08	Sycamore Detention Basin North	
1C-09	Sycamore Detention Basin South	
2A-02	Lobelia Park	
2A-03	Majestic Meadows	
2A-04	Beargrass Park	
2A-05	Crus Corvy Park	
2B-02	Dixie Park	
2C-11	Shadow Mountain Park (east)	
2C-13	Shadow Mountain Park (west)	
2C-18	Bridle Creek/Grizzly Park	
2C-20	West Jordan A/Eagle Park	
2C-21	West Jordan B Park Strip	
2C-33	Park Village Park	
3A-01	Constitution Park (3200)	
3A-02	Hand Cart Park	
3A-03	Straw Circle Park	
3B-01	Lexington Park	
3B-02	Bicentennial Park	
3B-03	McHeather Park	
3B-04	Bateman Pond	
3C-02	Jordan Meadows Park	
3D-01	Camelot Park	

Controller ID	Location	Address
<b>Alternate #1</b>		
1A-02	Maples Parkstrip West	Approx 7500 S 6700 W
1B-01 -	Maples Parkstrip East	Approx 7500 S 6700 W
1C-01	Sycamores Trailhead West	7580 W Tilbury Lane
1C-04	8200 S Streetscape 1	Approx 7400 W 8200 S
1C-06	Stokesley Park Strip	Roundabout at Stokesley & New Sycamore
1D-07	Bloomfield Heights (Phase II)	Approx 6370 W 8200 S
1D-08	Bloomfield Heights (Phase II)	Approx 6400 W 8042 S
2C-25	7800 S Streetscape 2	5100 W 7730 S (West Side)
2C-28	Green Scape (Grizzly Parkstrip 17)	7750 S Grizzly Way (East Side)
2C-29	Green Scape (7800 S/Grizzly Streetscape)	Approx 5050 W 7800 S (North Side)
2C-31	Green Scape (7800 S Streetscape #4)	Corner of 4800 W and 7800 S
2C-32	Wheatland Estates (Phase II) 4800 S Streetscape 10	7700 S 4800 W
2D-02	Jordan Landing Blvd	SW Corner of Center View Way & Jordan Landing Blvd.
4A-03	Oaks 4	Approx 8300 S 6700 W
4B-01	Green Scape/Oaks #3	6620 W 8525 S
4B-02	Oaks Planter Bed	6400 W (West Side) 8273 S
4B-03	Oaks 2	Approx 6430 W Fall Oaks Dr.
4B-08	Three Forks Phase 1	Approx 6030 W 8200 S
4B-11	Bloomfield Estates (Phase I)	6000 W 8200 S
5A-14	Green Scape (NBH #1)	Corner of 5600 W and N.B.H.
5A-15	Green Scape (NBH #2)	Approx 5330 W N.B.H.
5A-16	Green Scape (NBH #3)	Approx 5261 W N.B.H.
5A-18	Green Scape (NBH #4)	5141 W N.B.H.
5A-20	Green Scape (NBH #6)	4915 W N.B.H.
5B-02	Green Scape (NBH #7)	4589 W N.B.H.
6B-03	7800 South Planter Bed	1962 W 7800 S

Continued Next Page

West Jordan Calsense Central Control Irrigation Upgrades

Base Bid & Alternate #1 Controller Sites - Continued

Controller ID	Location	Address
<b>Base Bid - Cntd</b>		
4A-02	Oaks West Park	
4B-05	Oaks Parkstrip/Treesca pes (Adjacent to Oaks East Park)	
4B-06	Oaks East Park	
4B-25	Animal Shelter	
4B-26	Ron Woods Baseball Complex	
4B-27	Ron Woods Baseball Complex	
5A-04	Ranches Park	
5A-09	Stone Creek Park (Phase 2)	
5A-21	Sunset Park	
5A-25	Stone Creek Park (Phase I)	
5A-28	Hayden Peak Strip	
5B-03	Railroad Park	
5B-09	Public Works / Shop	
5B-16	Noble Heights Park	
5B-17	Linsey Park	
5B-19	Country Squire Park	
5B-20	Doralee Park	
5C-20	Wild Flower Park	
5D-04	Railroad Monument	
5D-06	Vista West Park	
5D-08	Teton Estates West Park	
5D-09	Teton Estates Park	
6A-02	Greens Meadow Park	
6B-01	Pocket Park	
6B-02	Veterans Memorial Park	
6B-04	Veterans Memorial Park	
6B-05	Veterans Memorial Park	
6B-06	Veterans Memorial Park	
6B-07	Veterans Memorial Park	
6B-08	Veterans Memorial Park	
6B-09	Recreation Center	
6B-11	Pool	
6B-12	Senior Housing Park	
6B-14	City Hall	
6B-15	Police Station	
6B-16	Cemetery Triangle	
6B-17	Main City Cemetery	
6B-18	Park's Maintenance Bldg	
6B-20	Plum Creek Park	
6C-01	Wights Fort Cemetery	
6C-03	Browns Meadow Park	
6D-09	Brigadoon Park	

Controller ID	Location	Address
<b>Alternate #1</b>		
NO Additional Controllers for Alternate #1 This Page		