

Council Meeting of August 13, 2014

Agenda Item No. 6K

REQUEST FOR COUNCIL ACTION

SUBJECT: 1300 West Sewer Improvement Project

SUMMARY: Approve a contract with Noland and Son Construction Company, Inc. for upsizing the sewer pipe at 8200 South from 1300 West to 1220 West, and in 1220 West from 8200 South to 8050 South in an amount not to exceed \$483,047.00.

FISCAL IMPACT: The funds for this project are available in the Sewer Capital Account.

STAFF RECOMMENDATION:

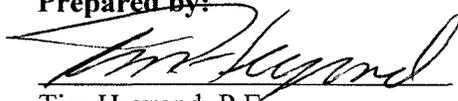
Staff recommends approval of the contract with Noland and Son Construction Company, Inc. for the 1300 West Sewer Improvements, in an amount not to exceed \$483,047.00.

MOTION RECOMMENDED:

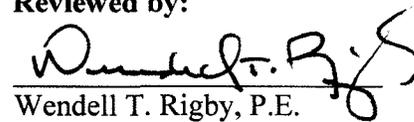
"I move to adopt Resolution No. 14-148 authorizing the Mayor to execute a contract with Noland and Son Construction Company, Inc. for the 1300 West Sewer Improvements, in an amount not to exceed \$483,047.00.

Roll Call vote required

Prepared by:


Tim Heyrend, P.E.
Utilities Engineer

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 item consists of sewer improvements to increase the size of the sewer pipe and relocate the pipe that currently heads north in 1300 West. The project is necessary to remove the existing sewer pipe which crosses the Bingham Creek culvert with a suspended pipeline through the culvert wall. This culvert is being replaced in the coming months and the sewer needs to be relocated prior to the culvert replacement. The sewer pipeline is being upsized to accommodate increased flow and to relieve the undersized sewer.

The portion of sewer replacement along 8200 South begins at 1300 West and heads west to 1220 West. This segment will be an open trench installation and includes a boring and pipe casing under the existing culvert at approximately 1150 West. The appropriate sewer pipeline and temporary construction easements were prepared and executed.

The second portion of the work is in 1220 West and uses "pipe-bursting" to upsize the existing sewer pipe in place from a 10" to a 14" inside diameter pipeline. The work occurs through an open field from 8200 South to 8050 South.

The project is included in the Sewer Master Plan and Strategic Plan.

The bid was advertised by the West Jordan Purchasing Department, and three companies responded with bids. The lowest bidder was S&L, Inc. at \$458,157.41; however, they did not include the specific job experience with trenchless pipe construction and pipe-bursting. City staff determined that the lowest responsible bidder is Noland and Son Construction Company, Inc. with a total price of \$483,047.00, see attached bid results. Noland and Son has extensive experience with pipe bursting and has completed worked for the City in the past, including pipe bursting the sewer pipe at Old Bingham Highway. The bidding documents were reviewed and evaluated to ensure Noland and Son met the bidding requirements. Though not a consideration in evaluating the bids and determining the lowest responsive and responsible bidder, it may be noted that Noland and Son did acknowledge the addendum that City staff later determined had not been published on the City's website, and which S&L did not receive.

It is therefore recommended that the City execute an agreement with Noland and Son Construction Company, Inc. for the 1300 West Sewer Improvement Project.

Attachments:

- Bid Results
- Resolution
- Agreement

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-148

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH NOLAND AND SON CONSTRUCTION COMPANY, INC. FOR THE 1300 WEST SEWER IMPROVEMENTS PROJECT

Whereas, the City Council of the City of West Jordan has received bids for the 1300 West Sewer Improvement Project with the low, responsible bid being from Noland and Son Construction Company, Inc., in the amount of \$483,047.00; and

Whereas, the City Council desires to award the contract to Noland and Son Construction Company, Inc., 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 Noland and Son Construction Company, Inc. (a copy of which is attached as **Exhibit A**) for the 1300 West Sewer Improvement Project in an amount not-to-exceed \$483,047.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Noland and Son Construction Company, Inc. for an amount not-to-exceed \$483,047.00 is acceptable for the purpose of completing the 1300 West Sewer Improvement Project.

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

- Section 1. The contract for construction of the 1300 West Sewer Improvement Project is hereby awarded to Noland and Son Construction Company, Inc., 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 Noland and Son Construction Company, Inc. in an amount not to exceed \$483,047.00.
- Section 3. This Resolution shall take effect immediately.

CITY OF WEST JORDAN

ATTEST:

By: _____
Kim V. Rolfe
Mayor

MELANIE BRIGGS
City Recorder

RESOLUTION NO. 14-148

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH NOLAND AND SON CONSTRUCTION COMPANY INC. FOR THE 1300 WEST SEWER IMPROVEMENT PROJECT

Voting by the City Council

Jeff Haaga
Judy Hansen
Chris McConnehey
Chad Nichols
Ben Southworth
Justin D. Stoker
Mayor Kim V. Rolfe

"AYE"

"NAY"

BID / QUOTE TABULATION FORM:

Bid Name 1300 W. Sewer Proj.
Project # SS 14-01
Bid/Quote Date: 7/31/2014 2:00 PM
Requesting Department: CPG

CONTRACTOR NAME:	Bid Bond Y/N	Addenda #1	Bid Schedule Total
1 <u>Noland & Son Construction Co., Inc.</u>	Yes	Yes	\$483,047.00
2 <u>Allied Construction & Development, Inc.</u>	Yes	Yes	\$573,890.13
3 <u>S & L, Inc.</u>	Yes	No	\$458,157.41

AGREEMENT

THIS AGREEMENT made this 13th day of August 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 Noland & Son Construction Company, Inc., 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:

1300 WEST SANITARY SEWER IMPROVEMENTS PROJECT PROJECT NO. SS 14-01

The Work is generally described as follows: The Work generally includes, but is not limited to the construction of the new 12 and 15-inch PVC sewer line from 1300 West Street to 1220 West at 8190 South and the pipe bursting of a portion of the existing 10 inch PVC at 1220 West to 15 inch. This will include new manholes with modified manhole bases, connections to existing manholes, clearing, pavement demolition, trench excavation, backfill, surface restoration of the asphalt and naturally vegetated areas, steel casing under existing culvert and all incidentals for a complete job per the project plans and the specifications.

The work is located on 1300 West Street at 8190 South, then east to 1220 West at 8190 South and then north to 1220 West 8050 South, West Jordan, Utah.

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 60 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 in accordance with 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 \$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 \$483,047.00 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, the prevailing rate of per diem wages as determined by the State of Utah, the accepted Bid and Bid Schedules, 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 1, 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:

Engineering Department
8000 South Redwood Road
West Jordan, Utah 84088

Mayor

Approved as to Legal Form:

Attest:

City Attorney

City Recorder

Address for giving Notice
City of West Jordan

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 _____, by authority of its members
or its articles of organization, and he/she acknowledged to me that said limited liability company executed the
same.

NOTARY PUBLIC

My Commission Expires:

Residing in _____ County, _____