Council Meeting of April 8 2015

Agenda Item No. 7j

REQUEST FOR COUNCIL ACTION

SUBJECT: 2015 West Jordan Manhole Raising Project

SUMMARY: Approve a contract with Precision Manholes for the 2015 West Jordan Manhole Raising Project at various locations in West Jordan City, for an amount not to exceed $208,550.00.

FISCAL IMPACT: Funds are available in the C-Roads and Roads Capital Accounts.

STAFF RECOMMENDATION:

Staff recommends approval of the contract with Precision Manholes for the 2015 West Jordan Manhole Raising Project at various locations in West Jordan City, for an amount not to exceed $208,550.00.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 15-73 authorizing the Mayor to execute contract with Precision Manholes for the 2015 West Jordan Manhole Raising Project at various locations in West Jordan City, for an amount not to exceed $208,550.00.

Roll Call vote required

Prepared by:

David Murphy, P.E.
Engineering Manager for CIP

Reviewed by:

Wendell T. Rigby, P.E.
Director of Public Works

Reviewed as to Legal Sufficiency:

for
Jeffery Robinson
City Attorney

Recommended by:

Bryce Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

The 2015 West Jordan Manhole Raising Project is essential if the City is to complete the 2015 West Jordan Overlay project. The Contractor hired to complete this work will mobilize ahead of City paving crews to lower manhole, monument, and water valve lids prior to milling the pavement. When the paving work is complete, the Contractor will remobilize to raise the previously lowered lids to the surface.

The bid was advertised in the classified ads of local newspapers four weeks prior to the bid opening on Tuesday, March 31. Plans and specifications became available to contractors from the West Jordan City Purchasing Division on March 2. Six companies submitted bids, with Precision Manholes being the lowest responsible bidder, see attached bid results. The bidding documents were reviewed and evaluated to ensure Precision Manholes met the bidding requirements.

Attachments:

- Bid Results
- Resolution
- Agreement

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 15-23

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF AN AGREEMENT BETWEEN THE CITY AND PRECISION MANHOLES

Whereas, the City Council of the City of West Jordan has received bids for construction of the 2015 West Jordan Manhole Raising Project with the low, responsible bid being from Precision Manholes in the amount of $208,550.00; and

Whereas, the City Council desires to award the contract to Precision Manholes 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 Precision Manholes (a copy of which is attached as **Exhibit A**) for construction of the 2015 West Jordan Manhole Raising Project in an amount not-to-exceed $208,550.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Precision Manholes for an amount not-to-exceed $208,550.00 is acceptable for the purpose of completing the 2015 West Jordan Manhole Raising Project.

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

Section 1. The contract for construction of the 2015 West Jordan Manhole Raising Project is hereby awarded to Precision Manholes, 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 Precision Manholes in an amount not to exceed $208,550.00.

Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 8th day of April 2015.

_____
Kim V. Rolfe
Mayor

ATTEST:

_____
Melanie S. Briggs
City Recorder

RESOLUTION NO. 15-73

A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF AN AGREEMENT BETWEEN THE CITY AND PRECISION MANHOLES

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Sophie Rice	_____	_____
Ben Southworth	_____	_____
Mayor Kim V. Rolfe	_____	_____

AGREEMENT

THIS AGREEMENT made this 8th day of April 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 Precision Manholes., 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:

2015 WEST JORDAN MANHOLE RAISING PROJECT – PROJECT NO. RD-15-01.

The Work is generally described as follows: The Work generally includes, but is not limited to the raising and lowering of manholes, valves, and monuments.

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 **150 calendar days** from the date of the Notice to Proceed. Contractor will be required to lower utility-monument covers two weeks prior to milling and raise utility-monument covers two weeks after City overlay. This may require Contractor to mobilize up to eight separate times.

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 **$208,550.00** 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 _ 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, 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
Engineering 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 _____ _____, 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, _____

BID / QUOTE TABULATION FORM:

Bid Name 2015 West Jordan Manhole Raising Project

Project # RD 15-01

Bid/Quote Date: 3/31/2015 2:00 PM

Requesting Department: CPG Greg Davenport

CONTRACTOR NAME:	Bid Bond	Total Base Bid Schedule #1
Leon Poulsen Construction Co. Inc.	Yes	$301,665.00
ZPSCO Contractors, Inc.	Yes	$283,420.00
Western Paving, Inc.	Yes	$220,450.00
Precisions Manholes	Yes	$208,550.00
Craghead Building	Yes	$236,760.00
Concrete Concrete, Inc.	Yes	$213,501.00