Council Meeting of September 9, 2015

Agenda Item No. 6e

REQUEST FOR COUNCIL ACTION

SUBJECT: Zone 4 Water Pressure Reducing Station Project

SUMMARY: Approve a contract with Counterpoint Construction Company, Inc. to construct a Pressure Reducing Station at 8600 South 6120 West in an amount not to exceed $138,297.00.

FISCAL IMPACT: Funds are available in the Capital Projects Water Fund.

STAFF RECOMMENDATION:

Staff recommends approval of the contract with Counterpoint Construction Company, Inc. to construct a Pressure Reducing Station at 8600 South 6120 West.in an amount not to exceed $138,297.00.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 15-173 authorizing the Mayor to execute a contract with Counterpoint Construction Company, Inc. to construct a Pressure Reducing Station at 8600 South 6120 West in an amount not to exceed $138,297.00.

Roll Call vote required

Prepared by:

Tim Heyrend, P.E.
Capital Projects Engineer

Reviewed by:

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

Reviewed as to Legal Sufficiency:

Darien Alcorn
Interim City Attorney

Recommended by:

Bryce Haderlie
Interim City Manager

BACKGROUND DISCUSSION:

The Zone 4 Water Pressure Reducing Station Project is a master planned water project to provide an additional water distribution source to the area east of 6120 West and north of Ron Wood Park. Recent construction of subdivisions in the area has created the need for this pressure reducing station to be completed in a timely manner. Once finished, the area will have a second main water connection to provide system redundancy and increased water pressure during high usage times of the day.

The bid was advertised in Intermountain Contractor and the classified ads of local newspapers two weeks prior to the bid opening on Wednesday, August 26, 2015. Plans and specifications became available to contractors from the West Jordan City Purchasing Division on Wednesday, August 12, 2015. Four companies submitted bids with Counterpoint Construction Company Inc. being the lowest responsible bidder, see attached bid results. The bidding documents and references were reviewed and evaluated to ensure Counterpoint Construction Company, Inc. met the bidding requirements.

Attachments:

- Bid Results
- Resolution
- Agreement

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 15-173

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH COUNTERPOINT CONSTRUCTION COMPANY, INC. FOR THE ZONE 4 WATER PRESSURE REDUCING STATION PROJECT

Whereas, the City Council of the City of West Jordan has received bids for the Zone 4 Water Pressure Reducing Station Project with the low, responsible bid being from Counterpoint Construction Company, Inc., in the amount of $138,297.00; and

Whereas, the City Council desires to award the contract to Counterpoint 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 Counterpoint Construction Company, Inc., (a copy of which is attached as **Exhibit A**) for the Zone 4 Water Pressure Reducing Station Project in an amount not-to-exceed $138,297.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Counterpoint Construction Company, Inc., in an amount not-to-exceed $138,297.00 is acceptable for the purpose of completing the Zone 4 Water Pressure Reducing Station Project.

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

Section 1. The contract for construction of the Zone 4 Water Pressure Reducing Station Project is hereby awarded to Counterpoint 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 Counterpoint Construction Company, Inc., in an amount not to exceed $138,297.00.

Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah this 9th day of September 2015.

CITY OF WEST JORDAN

ATTEST:

By:_____
Kim V. Rolfe
Mayor

_____
Melanie Briggs
City Recorder

RESOLUTION NO. 15-173

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH COUNTERPOINT CONSTRUCTION COMPANY, INC. FOR THE ZONE 4 WATER PRESSURE REDUCING STATION PROJECT

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 9th day of September 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 Counterpoint Construction Co., 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:

ZONE 4 WATER PRESSURE REDUCING STATION
PROJECT NO. CW-16-01

The Work is generally described as follows:
Furnishing all labor, materials, and equipment to install a fully operational pressure reducing station including all water pipelines, fittings, valves, electrical, mechanical, concrete pad, concrete vault, instrumentation, site grading, and excavation.

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. 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 **$138,297.00** 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 _____ 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
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, _____

BID / QUOTE TABULATION FORM:

Bid Name Z4 Water Pressure Reducing Station

Project # CW 16-01

Bid/Quote Date: Aug. 26th 2015 2:00 PM

Requesting Department: CPG Tim H.

	CONTRACTOR NAME:	Bid Bond	Total Schd. A	Total Schd. B	
1	Counterpoint Construction	X	$ 52,397.00	$ 85,900.00	$
2	Corrio Construction, Inc.	X	$ 59,614.00	$ 86,985.00	$
3	Vancon, Inc.	X	$ 152,300.00	$ 160,000.00	$
4	Silver Spur Construction	X	$ 120,550.00	$ 115,000.00	$