

REQUEST FOR COUNCIL ACTION

SUBJECT: 7000 South Utility Project – Phase 1 Construction Award

SUMMARY: Approve an agreement with Newman Construction, to complete the construction of the 7000 South Utility Project, Phase 1 (storm drain, sewer, and minor water construction) from the Jordan River to 1300 West street, in an amount not to exceed \$2,535,420.

FISCAL AND/OR ASSET IMPACT: The funds for this project are available in the Storm, Sewer, and Culinary Water Capital Accounts.

STAFF RECOMMENDATION:

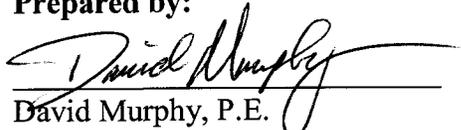
Staff recommends approval of an agreement with Newman Construction, to complete the construction of the 7000 South Utility Project, Phase 1, which includes storm drain, sewer, and minor water construction from the Jordan River to 1300 West street, in an amount not to exceed \$2,535,420.

MOTION RECOMMENDED:

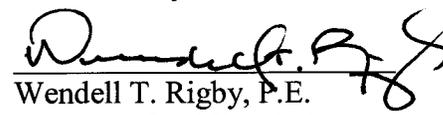
"I move to adopt Resolution No. ~~15-224~~ authorizing the Mayor to execute an agreement with Newman Construction, to complete the construction of the 7000 South Utility Project, Phase 1 which includes storm drain, sewer, and minor water construction from the Jordan River to 1300 West street, in an amount not to exceed \$2,535,420.

Roll Call vote required

Prepared by:


David Murphy, P.E.
Capital Projects Manager

Reviewed by:


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

Reviewed as to Legal Sufficiency:


Darien Alcorn
Acting City Attorney

Recommended by:


Mark R. Palesh
City Manager

BACKGROUND DISCUSSION:

The Capital Projects Group in concert with Stanley Consultants, Inc., have been working diligently for the past year on several storm water designs along the 7000 South corridor to improve the drainage capacity for citizens in this region of the City. This project is the second in a series of work that will increase the storm water system's ability to discharge the 100 year event down to the Jordan River, and reduce flooding potential in localized areas along 7000 South Street.

The project will build a new discharge into the Jordan River just north of the 7000 South street bridge. Box culvert will extend from that point just west of the North Jordan Canal, and then a 60 inch reinforced concrete pipeline from that point to near the 1300 West intersection. In addition, a 24-inch ductile iron pipeline will be placed for secondary water use, and a minor storm drain pipe will be placed for discharge waters from 7050 South at 1100 West. Traffic flow will be diverted around the project per UDOT permitting requirements

The design team released information for pre-qualifications from interested contractors on November 9, and information was received from 14 contractors on November 23. Of the 14 contractors, 10 were deemed qualified and the project plans were released to those 10 potential bidders. The pre-qualification notice was advertised per the required and proper procurement methods.

From the 10 bidders, 6 bids were received and evaluated. Newman Construction was the lowest responsible bidder, and the design team recommends award to this firm in the amount of \$2,535,420, bid tabulation is attached. Stanley Consultants has submitted a recommendation of award for Newman Construction which is attached.

Attachments:

- Resolution
- Agreement
- Recommendation Letter

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 15-224

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH NEWMAN
CONSTRUCTION FOR THE 7000 SOUTH UTILITY PROJECT, PHASE 1

Whereas, the City Council of the City of West Jordan has received bids for the 7000 South Utility Project, Phase 1 with the low, responsible bid being from Newman Construction in the amount of \$2,535,420.00; and

Whereas, the City Council desires to award the contract to Newman Construction 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 Newman Construction (a copy of which is attached as **Exhibit A**) for the 7000 South Utility Project, Phase 1, in an amount not-to-exceed \$2,535,420.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Newman Construction, in an amount not-to-exceed \$2,535,420.00 is acceptable for the purpose of completing 7000 South Utility Project, Phase 1.

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

- Section 1. The contract for construction of the 7000 South Utility Project, Phase 1 is hereby awarded to Newman Construction 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 Newman Construction in an amount not to exceed \$2,535,420.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah this 16th day of December 2015.

CITY OF WEST JORDAN

ATTEST:

By: _____
Kim V. Rolfe
Mayor

Melanie Briggs
City Recorder

RESOLUTION NO. 15-224

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH NEWMAN
CONSTRUCTION FOR THE 7000 SOUTH UTILITY PROJECT, PHASE 1

Voting by the City Council

Jeff Haaga
Judy Hansen
Chris McConnehey
Chad Nichols
Sophie Rice
Ben Southworth
Mayor Kim V. Rolfe

"AYE"

"NAY"

AGREEMENT

THIS AGREEMENT made this 16th day of December 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 Newman Construction, 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:

7800 SOUTH UTILITY PROJECT PHASE 1

The Work comprises the construction of storm drain and secondary water improvements including 8 x 4 precast reinforced concrete box culvert, 60" RCP, 18" RCP, 18" polyethylene drainage pipe, drainage structures, cast in place concrete outfall structure including concrete box culvert with wing walls and apron, riprap line-channel, pedestrian bridge with abutments, precast concrete box culvert jacking crossing the North Jordan Canal structure, ductile iron pipe secondary waterline, steel casing jack and bore crossing the North Jordan Canal structure, and associated appurtenances. The reconstruction of roadway improvements including curb, gutter, sidewalk, colored stamped concrete park strip, median, granular borrow, untreated base course, asphalt concrete, and pavement markings.

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.

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 **\$2,535,420.00** 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 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 it 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, _____

December 8, 2015

Mr. David Murphy
City of West Jordan
8000 South Redwood Road
West Jordan, UT 84088

Subject: 7000 South Utility Project Phase 1
Recommendation of Award

Dear Mr. Murphy,

Stanley Consultants has reviewed the bid information submitted by Newman Construction, Inc. and are recommending them for the subject project based on the following:

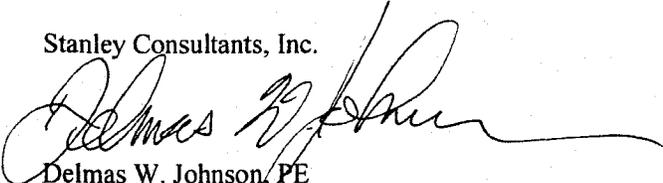
1. Newman Construction, Inc. was identified as the apparent low bidder at the bid opening held on December 8, 2015 at the West Jordan City office.
2. The Bid Schedule submitted by Newman Construction, Inc. was complete with minor mathematical errors. The Bid Bond and Information Required of Bidder were included.
3. The Contractor license was verified using the DOPL website and was found to be in order.
4. The Contractor has performed similar work on previous projects.

We therefore recommend that Newman Construction, Inc. be awarded the 7000 South Utility Project Phase 1 (Project No. SD-16-02) project in the amount of \$2,535,420.00 (Two million five hundred thirty-five thousand, four hundred twenty dollars).

Please feel free to contact me if you have any questions or comments.

Sincerely,

Stanley Consultants, Inc.



Delmas W. Johnson, PE
Sr. Project Manager

DWJ

This document was sent electronically.

BID / QUOTE TABULATION FORM:

Bid Name 7000 So. Utilities Proj

Project # SD 16-02

Bid/Quote Date: 12/8/2015 2:00 PM

Requesting Department: CPG

CONTRACTOR NAME:	Bid Bond	Addendum #1	Sch A	Sch B	Sch C	Sch. A, B, C Total
1 Associated Brigham Contractors, Inc.	Yes	Yes	\$4,582,169.00	\$51,412.00	\$714,020.00	\$5,347,601.00
2 Reynolds Excavation Demolition & Utilities	Yes	Yes	\$2,079,775.00	\$61,950.00	\$461,170.00	\$2,602,895.00
3 Newman Construction	Yes	Yes	\$1,946,307.00	\$47,003.00	\$540,940.00	\$2,534,250.00
4 Noland and Son Construction Co., Inc.	Yes	Yes	\$3,043,839.00	\$67,715.50	\$629,927.50	\$3,741,482.00
5 Whitaker Construction Co.	Yes	Yes	\$2,446,258.00	\$63,801.00	\$587,370.00	\$3,097,429.00
6 Vancon, Inc. j	Yes	Yes	\$3,399,162.00	\$71,329.00	\$978,120.00	\$4,448,611.00