

REQUEST FOR COUNCIL ACTION

SUBJECT: Approve an Agreement for the Well No. 3 Rehabilitation Project

SUMMARY: Execute an Agreement with Widdison Turbine Service, LLC for the Well No. 3 Rehabilitation Project in an amount not to exceed \$286,975.00.

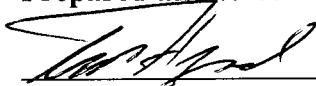
FISCAL/ASSET IMPACT: Funding for this project is available in the Water Enterprise Fund.

STAFF RECOMMENDATION:
Staff recommends approval of an Agreement with Widdison Turbine Service, LLC for the Well No. 3 Rehabilitation Project in an amount not to exceed \$286,975.00.

MOTION RECOMMENDED:
I move to adopt Resolution No. 19-06 authorizing the Mayor to execute an Agreement with Widdison Turbine Service, LLC for the Well No. 3 Rehabilitation Project in an amount not to exceed \$286,975.00.

Roll Call vote required.

Prepared and to be Presented by:



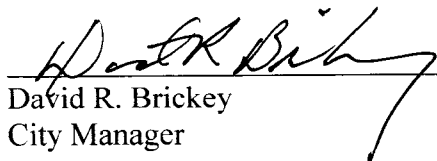
Tim Heyrënd, P.E.
Utilities Manager

Recommended by:



Brian Clegg
Public Works Director

Authorized for Council Consideration:



David R. Brickey
City Manager

Reviewed for Legal Sufficiency:



City Attorney's Office

BACKGROUND DISCUSSION:

Well No. 3 is located at the northeast corner of 9000 South and Mountain View Corridor. The well supplies the City with drinking water at a current rate of 500-600 gallons per minute and operates from May through October annually. The City has not been able to operate this well lately because of taste and odor concerns. Samples were collected and analyzed to determine the cause of the taste and odor. The results show that biofouling of the well has occurred with the presence of iron-oxidizing bacteria entrained in the casing. There are also indications that the well needs to be developed further to remove any remaining drilling mud from when the well was installed 8 years ago.

The Well No. 3 Rehabilitation Project will remove the well pump, video the well, brush and bail the screen and casing with a cable tool rig, add high oxidizing chlorine and mud removal chemicals, redevelop the well with a dual swab cleaning, and perform a final pump test and well disinfection. Once the treatments are completed, the well will be returned to service and closely monitored.

The project was advertised March 24 per City of West Jordan requirements with bids due on April 10. Widdison Turbine Service, LLC was the sole bidder (see attached tabulation form).

Attachments:

- Resolution
- Agreement
- Bid Tabulation Form

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-06

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN
THE CITY AND WIDDISON TURBINE SERVICES, LLC
FOR THE WELL NO. 3 REHABILITATION PROJECT**

Whereas, the City of West Jordan has received bids for the Well No. 3 Rehabilitation Project. Based on the City's selection criteria Widdison Turbine Services, LLC is the recommended contractor for the Well No. 3 Rehabilitation Project in an amount not to exceed \$286,975.00; and

Whereas, the City Council desires to execute an Agreement with Widdison Turbine Services, LLC which award shall not be binding upon the City of West Jordan unless and until the Agreement is fully executed by the parties; and

Whereas, the proposed Agreement between the City of West Jordan and Widdison Turbine Services, LLC (a copy of which is attached as **Exhibit A**) for the Well No. 3 Refurbishment Project has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Agreement with Widdison Turbine Services, LLC for the Well No. 3 Refurbishment Project, in an amount not to exceed \$286,975.00, is acceptable.

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

- Section 1. The Agreement for the Well No. 3 Refurbishment Project is hereby awarded to Widdison Turbine Services, LLC, which award shall not be binding upon the City of West Jordan until the Agreement is fully executed by the parties.
- Section 2. The Mayor is hereby authorized to execute the attached Agreement between the City of West Jordan and Widdison Turbine Services, LLC in the amount of \$286,975.00; and
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 8th day of May 2019.

Jim Riding
Mayor

ATTEST:

Melanie S. Briggs, MMC
City Recorder

RESOLUTION NO. 19-06

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN
THE CITY AND WIDDISON TURBINE SERVICES, LLC
FOR THE WELL NO. 3 REHABILITATION PROJECT**

Voting by the City Council	"YES"	"NO"
Council Member Alan Anderson	_____	_____
Council Member Dirk Burton	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chad R. Lamb	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Kayleen Whitelock	_____	_____
Mayor Jim Riding	_____	_____

BID / QUOTE TABULATION FORM:

Bid Name IFB Well # 3 Rehabilitation Project
Project # CW19-01
Bid/Quote Date: 4/10/2019 2:00 PM
Requesting Department: CPG

CONTRACTOR NAME:		Bid Bond	Addendum	Base S
1	Widdison Turbine Services	X	N/A	\$280,27
2				
3				
4				
5				
6				
7				
8				
9				
10				

EXHIBIT A

AGREEMENT

THIS AGREEMENT made this 8th day of May in the year 2019, 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 Widdison Turbine Services LLC, 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:

WELL NO. 3 REHABILITATION PROJECT NO. CW 19-01

The Work is generally described as follows: The Work comprises the cleaning and rehabilitation of Well No. 3. The project includes removal and replacement of motor, piping, and pump, video well casing assessment, chemical addition and mechanical brushing of the well casing and screens, chemical treatment using high oxidizing chlorine treatment, redevelopment using a dual swab method, disinfecting and pump testing of the wells.

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 120 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 **\$280,275.00** 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 n/a to n/a 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, Title 1, Chapter 11, Section 15 of the City of West Jordan Municipal 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

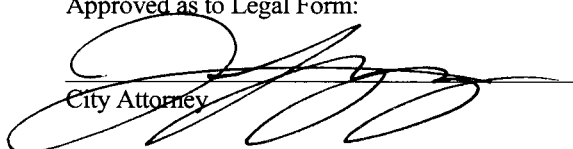
Attest:

City Recorder

Address for giving Notice:

City of West Jordan
Public Works Department
7960 South 4000 West
West Jordan, Utah 84088

Approved as to Legal Form:



City Attorney

AGREEMENT FORM

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, _____