

Council Meeting of December 4, 2019

Agenda Item No. 1b

REQUEST FOR COUNCIL ACTION

SUBJECT: **Award and Execute a Contract for Zone 3 North 3 MG Reservoir Project**

SUMMARY: Award a contract to ProBuild Construction Inc. and authorize the Mayor to execute a contract with ProBuild Construction Inc. for the Zone 3 North 3 MG Reservoir project.

FISCAL AND/OR

ASSET IMPACT: Funding for this project is available from the Water Capital Projects budget.

STAFF RECOMMENDATION:

Staff recommends approval of a contract to ProBuild Construction Inc. and authorize the Mayor to execute a contract with ProBuild Construction Inc. for the Zone 3 North 3 MG Reservoir project.

MOTION RECOMMENDED:

"I move to adopt Resolution No. 19-202 to award a contract to ProBuild Construction Inc. and authorize the Mayor to execute a contract with ProBuild Construction Inc. for the Zone 3 North 3 MG Reservoir project."

Roll Call vote required.

Prepared and Presented by:

David Murphy

David Murphy (Nov 19, 2019)

David Murphy, P.E.
Capital Projects Manager

Recommended by:

Brian Clegg

Brian Clegg (Nov 21, 2019)

Brian Clegg
Public Works Director

Authorized for Council Consideration:

DR Brickey

David R. Brickey (Nov 26, 2019)

David R. Brickey
City Manager

Reviewed as to Legal Sufficiency:

JH

Jared Hingey (Nov 25, 2019)

City Attorney's Office

BACKGROUND DISCUSSION:

The New Zone 3 North 3 million-gallon (MG) Water Storage Reservoir is a Master Planned project that will add needed water storage in pressure zone 3, which serves the area east of 5490 West. The reservoir is to be built on recently purchased property located north of 7800 South and east of the Mountain View Corridor. CRS Engineers designed the new reservoir.

The City of West Jordan advertised the project on Utah Public Procurement Place website for four weeks prior to the bid opening on November 13. Three bids were submitted with ProBuild Construction Inc. being the lowest responsible bidder.

Attachments:

Resolution

Contract

THE CITY OF WEST JORDAN, UTAH

A Municipal Corporation

RESOLUTION NO. 19-202

**A RESOLUTION AWARDING A CONTRACT WITH PROBUILD CONSTRUCTION INC. AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN
THE CITY AND PROBUILD CONSTRUCTION INC. FOR THE ZONE 3 NORTH 3 MG
RESERVOIR PROJECT**

Whereas, the City of West Jordan has received bids for the Zone 3 North 3 MG Reservoir Project. ProBuild Construction Inc. is the low, responsible bidder and is the recommended contractor for the Zone 3 North 3 MG Reservoir Project in an amount not to exceed \$4,498,868.97; and

Whereas, the City Council desires to execute a Contract with ProBuild Construction 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 ProBuild Construction Inc. (a copy of which is attached as **Exhibit A**) for the Zone 3 North 3 MG Reservoir Project has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached Contract with ProBuild Construction Inc. for the Zone 3 North 3 MG Reservoir Project, in an amount not to exceed \$4,498,868.97, is acceptable.

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

Section 1. The Contract for the Zone 3 North 3 MG Reservoir Project is hereby awarded to ProBuild Construction Inc., which award shall not be binding upon the City of West Jordan until the Contract is fully executed by the parties.

Section 2. The Mayor is hereby authorized to execute the attached Contract between the City of West Jordan and ProBuild Construction Inc. for the Zone 3 North 3 MG Reservoir Project in the amount of \$4,498,868.97; and

Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this ____ day of _____ 20____.

ATTEST:

Jim Riding
Mayor

Jamie Brooks, CMC
Interim City Recorder

RESOLUTION NO. 19-202

**A RESOLUTION AWARDING A CONTRACT WITH PROBUILD CONSTRUCTION INC. AND
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN
THE CITY AND PROBUILD CONSTRUCTION INC. FOR THE ZONE 3 NORTH 3 MG
RESERVOIR 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	_____	_____

CONTRACT

THIS CONTRACT made this 4th day of December 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 ProBuild Construction 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 3 NORTH 3 MG RESERVOIR PROJECT, CW 18-02

The Work is generally described as follows:

The construction of a new 3 MG AWWA D110, Type 1, prestressed concrete reservoir; Inlet/Outlet Valve Vault; Underdrain Vault; reservoir inlet, outlet, underdrain, drain, overflow, and washdown piping; connections to existing yard piping; temporary piping, electrical and SCADA connections during construction; landscaping, restoration and irrigation; new site electrical service, electrical, instrumentation and controls; testing, disinfection, commissioning and startup. Work includes connecting reservoir and vaults to new power service; surface preparation and painting of new reservoir; excavation, backfill, earthwork; fencing and gates; asphalt access roads and asphalt restoration associated with construction of new facilities.

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 365 calendar days from the date of the Notice to Proceed.

The CITY and the CONTRACTOR recognize that time is of the essence of this CONTRACT 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 **\$1,570.00** 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 **\$4,498,868.97** 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 Contract, 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 2 inclusive, and all Change Orders, and Work Directive Changes which may be delivered or issued after the Effective Date of the Contract 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 project 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 Contract 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 they have 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 West Jordan City Code.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have caused this Contract to be executed the day and year first above written.

CITY OF WEST JORDAN, UTAH

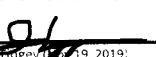
By:

Attest:

Mayor

Interim City Recorder

Approved as to Legal Form:


Jared Fingey (Nov 19, 2019)

City Attorney's Office

Address for giving Notice:

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

CONTRACTOR


Ryan Linford

Nov 19, 2019

Signature

Date

Ryan Linford

Name and Title

Contract Document - Zone 3 Norht 3 MG Reservoir

Final Audit Report

2019-11-19

Created:	2019-11-19
By:	Maureen Casper (Maureen.Casper@westjordan.utah.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwZ6rokdmP0HHxc5b55u5Nf6n9CYVamL0

"Contract Document - Zone 3 Norht 3 MG Reservoir" History

- Document created by Maureen Casper (Maureen.Casper@westjordan.utah.gov)
2019-11-19 - 10:32:44 PM GMT- IP address: 73.3.147.2
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- Signed document emailed to Maureen Casper (Maureen.Casper@westjordan.utah.gov) and Jared Tingey (jared.tingey@wjordan.com)
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