

REQUEST FOR COUNCIL ACTION

SUBJECT: Grizzly 4 MG Water Storage Reservoir Project

SUMMARY: Approve a contract with Absolute Constructors Inc. for construction of the Grizzly 4 Million Gallon (MG) Water Storage Reservoir, in an amount not to exceed \$3,644,216.00.

FISCAL

IMPACT: The funds for this project are available, with three million dollars coming from sales of water bonds and the balance from the Water Capital Account.

STAFF RECOMMENDATION:

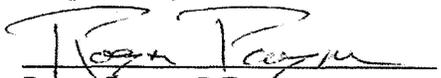
Staff recommends approval of the contract with Absolute Constructors Inc. for construction of the Grizzly 4 MG Water Storage Reservoir, in an amount not to exceed \$3,644,216.00.

MOTION RECOMMENDED:

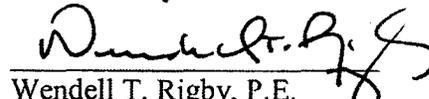
"I move to adopt Resolution No. 14-02 authorizing the Mayor to execute a contract with Absolute Constructors Inc. for construction of the Grizzly 4 MG Water Storage Reservoir, in an amount not to exceed \$3,644,216.00.

Roll Call vote required

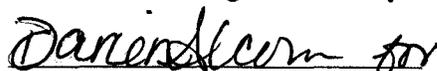
Prepared by:


Roger Payne, P.E.
Engineering Manager for Utilities

Reviewed by:


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

Reviewed as to Legal Sufficiency:


Jeffery Robinson
City Attorney

Recommended by:


Richard L. Davis
City Manager

BACKGROUND DISCUSSION:

This project is one of two water storage reservoirs scheduled for construction in 2014, and is called the Grizzly 4 MG Water Storage Reservoir Project (Tank 2). This project is located at a site near 5040 West 7800 South.

During the project design stages, the City advertised for a Statement of Qualification to interested contractors having experience with constructing concrete water storage reservoirs to submit documentation to be pre-qualified as a bidder for this project. Five contractors submitted pre-qualification documentation on October 8th. Three of the firms met the requirements to be pre-qualified to submit bids for the construction project. On December 3 the pre-qualified contractors were issued bid documents for submitting bids for this project. All three of the pre-qualified contractors submitted bids for the project, with Absolute Constructors Inc. (a contractor located in West Jordan) being the lowest responsible bidder. The bid from Absolute was \$3,644,216.00 (see attached bid results). The bidding documents were reviewed and evaluated to ensure that Absolute Constructors Inc. met all of the bidding requirements. Absolute Constructors was recently awarded the 3 million gallon reservoir that was awarded by the City last month. Therefore, this contractor will be constructing both of the new storage reservoirs to be constructed within the City in 2014. Staff has questioned the contractor to see if they have enough resources to construct both reservoirs and they have assured us that they do. The design engineer, MWH reviewed the bids and issued the attached letter recommending award of the project to Absolute Constructors Inc.

Funds for this project will come from the sale of water bonds and from the water division capital funds that have been budgeted for the project. Staff recommends that this construction contract be awarded to Absolute Constructors Inc. Work is scheduled to begin in January 2014, with completion in the summer of 2014.

Attachments:

- Bid Results
- Letter of Recommendation
- Resolution
- Agreement

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation
RESOLUTION NO. 14-02

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ABSOLUTE
CONSTRUCTORS, INC. FOR THE GRIZZLY 4 MG WATER STORAGE RESERVOIR PROJECT

Whereas, the City Council of the City of West Jordan has received bids for Grizzly 4 MG Water Storage Reservoir Project with the low, responsible bid being from Absolute Constructors, Inc., in the amount of \$3,644,216.00; and

Whereas, the City Council desires to award the contract to Absolute Constructors, 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 Absolute Constructors, Inc. (a copy of which is attached as **Exhibit A**) for construction of the Grizzly 4 MG Water Storage Reservoir Project in an amount not-to-exceed \$3,644,216.00 has been reviewed; and

Whereas, the City Council of the City of West Jordan has determined that the attached contract with Absolute Constructors, Inc. for an amount not-to-exceed \$3,644,216.00 is acceptable for the purpose of completing the Grizzly 4 MG Water Storage Reservoir Project.

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

- Section 1. The contract for construction of the Grizzly 4 MG Water Storage Reservoir Project is hereby awarded to Absolute Constructors, 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 Absolute Constructors, Inc. in an amount not to exceed \$3,644,216.00.
- Section 3. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 8th day of January 2014.

CITY OF WEST JORDAN

ATTEST:

By: _____
Mayor Kim V. Rolfe

MELANIE BRIGGS
City Recorder

Voting by the City Council

Jeff Haaga
Judy Hansen
Chris McConnehey
Chad Nichols
Ben Southworth
Justin D. Stoker
Mayor Kim V. Rolfe

"AYE"

"NAY"

BID / QUOTE TABULATION FORM:

Bid Name 4 Million Gallon Water Storage Reservoir Project

Project # CW 13-05

Bid/Quote Date: 12/19/2013 2:00 PM

Requesting Department: Capital Projects

CONTRACTOR NAME:	Bid bond	Addendum # 1	Bid Sch 1 Lump Sum	Total
1 <u>ProBuild Construction, Inc.</u>	Yes	Yes		\$3,697,979.16
2 <u>Absolute Constructors, Inc.</u>	Yes	Yes		\$3,644,216.00
3 <u>Gerber Construction, Inc.</u>	Yes	Yes		\$3,668,723.60



BUILDING A BETTER WORLD

20 December 2013

Mr. Roger Payne, PE
8000 South Redwood Road
West Jordan, UT 84088
801-569-5078

Re: Bid Review - Grizzly 4MG Reservoir (Tank 2) – Contract CW-13-05

Dear Roger:

As requested, we have reviewed the bids received for the Grizzly 4 Million Gallon Water Storage Reservoir (Tank 2) project. Bids were received and opened by City of West Jordan staff on December 19, 2013 just after 2:00 PM. Bids were received from the three prequalified bidders: Absolute Constructors, Gerber Construction, and Probuild Construction. We received hard copies of the bids following the bid opening for our review.

The results were recorded by city staff. A copy of our notes is attached for your use. Based on our review all three bids were responsive and complete in their submission. We did not evaluate the additional financial information provided as part of Bidder's General Information, but note that it was submitted for your consideration.

Bid prices were evaluated based on the "Total Work; Base Bid" value. There appeared to be no anomalies in the bid comparison as the Total Work; Base Bid prices were similar. We recommend that the contract be awarded to the apparent low bidder, Absolute Constructors. Please note that Absolute Constructor's listed supplier and subcontractor information was complete and we have no concerns with these suppliers or subcontractors to note at this time.

Sincerely,

A handwritten signature in cursive script that reads "Kevin Hall".

Kevin Hall, P.E.
MWH
Project Manager

cc. Stephen Romney, P.E.
Stanley Postma, PE. S.E.

Attachments: Bid Opening Notes Sheet.

2890 East Cottonwood Parkway
Suite 300
Salt Lake City, Utah 84121

TEL 801 617 3200
FAX 801 617 4200
www.mwhglobal.com



ABSOLUTE

CONSTRUCTORS

5415 West Leo Park Road • West Jordan, UT 84088
801-748-2256 • 801-748-2259 Fax

Date: December 20, 2013

To: City or West Jordan Engineering Dept.

To Whom it may concern,

Absolute Constructors is pleased to be the apparent low bidder for the Grizzly 4MG Reservoir project as well as the Zone 6, 3MG Reservoir projects for the City of West Jordan.

As a business resident of West Jordan, both water reservoir projects are very close to our offices in the Bagley Park Industrial subdivision, hence facilitating close oversight by senior company management. As a comparative, Absolute Constructors has had experience completing 3 large water reservoir projects totaling over \$12 Million concurrently from this office. One 6MG was located in West Jordan (adjacent to the Zone 6 Reservoir site) while a 7.5MG reservoir as well as a 4MG reservoir were located further south in South Jordan.

Absolute Constructors' earthwork sub-contractor for both of these projects is located in West Jordan, as well as both our piping/valve supplier and our piping and metals fabricator.

Absolute is looking forward to working with the City of West Jordan to complete these two local infrastructure projects. Please be assured Absolute Constructors has the equipment, materials and manpower resources to prosecute both projects concurrently.

Best Regards,

Fraser MacPhee
Projects Coordinator
Absolute Constructors, Inc.

Bid Tabulation Form

Project location or address West Jordan UT		Contract Number CW-13-05	Bid opening date: December 19, 2013
Official bid opening time 2:00 PM	Project Name Grizzly 4MG Water Storage Reservoir (Tank 2)	Presiding West Jordan City Staff	Conducting West Jordan City Staff

Bid Information

Name of bidder	Bid Bond *	Addenda received	Bid Amount	Comments
ProBuild Construction	YES	YES, ADDENDUM 1	\$3,697,979.16	NO COMMENTS
Absolute Constructors	YES	YES, ADDENDUM 1	\$3,644,216.00	NO COMMENTS
Gerber Construction	YES	YES, ADDENDUM 1	\$3,668,723.60	NO COMMENTS

AGREEMENT

THIS AGREEMENT made this 8th day of January in the year 2014, 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 Absolute Constructors, 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:

Grizzly 4.0 MG Water Storage Reservoir Project (Tank 2)

The Work is generally described as follows:

Construction of a new 4 million-gallon, pre-stressed circular concrete potable water reservoir at the Grizzly site and appurtenances with wash down piping, underdrain and roof drain systems with precast concrete underdrain collection vault; welded steel 30-inch inlet pipe, 30-inch outlet pipe, 36-inch pump suction pipe, and 24-inch overflow pipe with connections to existing piping; 30-inch and 36-inch isolation butterfly valves with precast concrete manholes; surface restoration with landscaping and irrigation system; repair and overlay of existing site asphalt pavement and new asphalt pavement access roads; disinfection and testing, and start-up services.

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 240 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 **\$2,500.00** 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 **\$3,644,216.00** 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 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, _____