



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: October 11, 2016	Department: Public Works
Meeting Date: October 18, 2016	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

Subject:

Award of Colliers Lift Station Modifications Project

Background/Alternatives:

The Bid Opening for the Colliers Lift Station Modifications Project was held on October 5, 2016 resulting in two Bids. The apparent low bid is from Dale Weaver Wyoming, LLC in the amount of \$259,860.00. The Project includes the modification of the Colliers Lift Station wet well, installation of a bypass manhole, and some new soft starts for the pumps. Construction will begin in November and is expected to extend into 2017, with the pumps taking several months to arrive. The Engineer's Estimate was approximately \$290,000 for this work.

Attachments:

Bid Tabulation, Agreement

Fiscal Impact:

This project is being funded through a State Revolving Fund (SRF) loan, two Mineral Royalty Grants (MRG), with the remaining being funded through WW-LIFT fund.

Staff Impact:

In House Project Management and Inspection by the Engineering Division

Legal Review:

Standard Construction Agreement

Suggested Motion:

"I move to award the Colliers Lift Station Modifications Project to Dale Weaver Wyoming, LLC in the amount of \$259,860.00, and authorize the Mayor to sign the Agreement."

COLLIERS LIFT STATION MODIFICATIONS PROJECT

10/10/2016

6TH PENNY FUNDING		ESTIMATE QUANTITY		Estimated UNIT PRICE		Estimated AMOUNT		Dale Weaver UNIT PRICE		Dale Weaver AMOUNT		Longhorn UNIT PRICE		Longhorn AMOUNT		Dale Weaver vs. Longhorn
ITEM NO	DESCRIPTION	UNIT	ESTIMATE QUANTITY	Estimated UNIT PRICE	Estimated AMOUNT	Dale Weaver UNIT PRICE	Dale Weaver AMOUNT	Longhorn UNIT PRICE	Longhorn AMOUNT	Dale Weaver vs. Longhorn						
1	MOBILIZATION	LS	1	\$21,452.00	\$21,452.00	\$29,820.00	\$29,820.00	\$4,000.00	\$4,000.00	\$25,820.00						
2	FORCE ACCOUNT	T&M	5000	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$1.00	\$5,000.00	\$0.00						
3	STORMWATER POLLUTION PREVENTION PLAN	LS	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	(\$1,500.00)						
4	EXPLORATORY EXCAVATION	HR	4	\$275.00	\$1,100.00	\$245.00	\$980.00	\$445.00	\$1,780.00	(\$600.00)						
5	STRUCTURAL FILL	TN	50	\$40.00	\$2,000.00	\$132.00	\$6,600.00	\$48.50	\$2,425.00	\$4,175.00						
6	BYPASS MANHOLE INSTALLATION	LS	1	\$17,350.00	\$17,350.00	\$22,400.00	\$22,400.00	\$10,030.00	\$10,030.00	\$12,370.00						
7	BYPASS PUMPING	LS	1	\$35,000.00	\$35,000.00	\$12,100.00	\$12,100.00	\$64,821.00	\$64,821.00	(\$52,721.00)						
8	EXISTING WET WELL REFURBISHING	LS	1	\$54,200.00	\$54,200.00	\$41,180.00	\$41,180.00	\$74,590.00	\$74,590.00	(\$33,410.00)						
9	PIPING, VAVLES, AND EQUIPMENT	LS	1	\$26,250.00	\$26,250.00	\$16,600.00	\$16,600.00	\$35,560.00	\$35,560.00	(\$18,960.00)						
10	PUMPS AND MOTORS	LS	1	\$89,000.00	\$89,000.00	\$61,400.00	\$61,400.00	\$88,530.00	\$88,530.00	(\$27,130.00)						
11	ELECTRIC AND CONTROL MODIFICATIONS	LS	1	\$18,000.00	\$18,000.00	\$39,200.00	\$39,200.00	\$53,270.00	\$53,270.00	(\$14,070.00)						
12	PUMP CONTROL BUILDING MODIFICATIONS	LS	1	\$10,750.00	\$10,750.00	\$15,960.00	\$15,960.00	\$9,101.00	\$9,101.00	\$6,859.00						
13	SITE WORK	LS	1	\$7,500.00	\$7,500.00	\$8,120.00	\$8,120.00	\$9,953.00	\$9,953.00	(\$1,633.00)						
Subtotal					\$289,602.00		\$259,860.00		\$361,060.00	(\$101,200.00)						

AGREEMENT

THIS AGREEMENT, made this _____ day of, _____ 2016, by and between CITY OF GREEN RIVER, hereinafter called "OWNER", and DALE WEAVER WYOMING, LLC, doing business as a CORPORATION, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned;

1. The CONTRACTOR will commence and complete the construction of **COLLIERS LIFT STATION MODIFICATIONS PROJECT.**
2. The CONTRACTOR will furnish specified material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein;
3. The CONTRACTOR hereby agrees to fully complete the project within 120 (One Hundred Twenty) consecutive calendar days after specified start date as identified in the NOTICE TO PROCEED. CONTRACTOR further agrees to pay as liquidated damages, the sum of \$1,500 for each consecutive calendar day thereafter;
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the various unit prices as shown on the Bid Form. The total contract amount as shown on the Bid Form is **\$259,860.00.**
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) NOTICE AND CALL FOR BIDS
 - (B) PRE-BID AND PRE-CONSTRUCTION AGENDAS AND MINUTES
 - (C) BID FORM
 - (D) BID BOND

- (E) AGREEMENT
- (F) PAYMENT BOND
- (G) PERFORMANCE BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CHANGE ORDER
- (K) PROJECT MANUAL prepared by CITY OF GREEN RIVER dated August 2016 (including the SRF Special Conditions).
- (L) ADDENDA
- (M) CERTIFICATE OF SUBSTANTIAL COMPLETION
- (N) PUNCH LIST
- (O) CERTIFICATE OF FINAL ACCEPTANCE

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Project Manual such amounts as required by the CONTRACT DOCUMENTS;
7. By execution of this Agreement, it is understood and agreed to between the parties that nothing contained herein, nor execution of this Agreement, constitutes a waiver by the City of Green River of its sovereign immunity under Wyoming law.
8. If either party hereto shall bring any legal action against the other to enforce any right or obligation based upon this Contract, the successful party in such legal action shall be entitled to recover a judgment therein for, and the unsuccessful party shall be obligated to pay, all of the cost and expenses of any kind and nature whatsoever incident to the prosecution of defense of such legal action and the preparation thereof , including a reasonable attorney fee;

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns;

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (three) copies, each of which shall be deemed an original on the date first above written.

OWNER:

By: _____
Name: _____
Title: Mayor, City of Green River

(Seal)
ATTEST:

Name: Chris Meats
(Please Type)
Title: City Clerk

CONTRACTOR:

By: _____
Name: _____
(Please Type)
Address: _____

(Seal)
ATTEST:

Name: _____
(Please Type)
