



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: April 15, 2020	Department: Public Works
Meeting Date: April 21, 2020	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

**Subject:**

*Award of the 2020 North 3<sup>rd</sup> West Water Improvement Project*

**Background/Alternatives:**

*This project consists of the installation/replacement of water mains and associated components in North 3<sup>rd</sup> West and an adjacent alley.*

*The Bid opening for the project was held on March 12, 2020. Two conforming bids were received for the Project, Jackman Construction (\$229,217.50) and Longhorn Construction (\$392,828.50). The Engineering estimate was approximately \$460,000 for this schedule of work.*

*The City Risk Management team desires to remove the work in the alley. Removing bid items related to the alley results in the Bids of \$170,395.50 – Jackman Construction and \$263,780 for Longhorn Construction. The Engineers estimate for this portion of the work was \$263.780. The Engineering Department has discussed the amendment with both bidders.*

**Attachments:**

*Bid Tabulation & Proposed Agreement*

**Fiscal Impact:**

*\$500,000 was included in the Fy2020 Water Fund Budget for Cast Iron Replacement. The bid is within the amount budgeted for this portion of work.*

**Staff Impact:**

*In house project management and inspection by the Engineering Division*

**Legal Review:**

*Complete*

**Suggested Motion #1:**

*I move to un-table the award of the 2020 North 3<sup>rd</sup> West Water Improvement Project to Jackman Construction, Inc. in the amount of \$170,395.50, per the revised bid and authorize the Mayor to sign the agreement with amendments.*

**Suggested Motion #2:**

*I move to reconsider the award of the 2020 North 3<sup>rd</sup> West Water Improvement Project to Jackman Construction, Inc. in the amount of \$170,395.50, per the revised bid and authorize the Mayor to sign the agreement with amendments.*

**Suggested Motion #3:**

*I move to award the 2020 North 3<sup>rd</sup> West Water Improvement Project to Jackman Construction, Inc. in the amount of \$170,395.50, per the revised bid and authorize the Mayor to sign the agreement with amendments.*

**2020 North 3rd West Water Improvement Project without Alley**

Description	Engineer's Estimate	Jackman	Longhorn
Total Bid Amount	\$ 263,780.00	\$ 170,395.50	\$ 223,567.50

## **AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between CITY OF GREEN RIVER, hereinafter called "OWNER", and \_\_\_\_\_, doing business as a \_\_\_\_\_, 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 2020 NORTH 3<sup>RD</sup> WEST WATER IMPROVEMENT 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 90 (Ninety) 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 revised Bid Form is \$170,395.50, with original Bid Items 6, 15, 16, 21, 22, 23, 24, 25, 26, 31, and 32 deleted from the work.
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 2/14/2020.
  - (L) ADDENDUMS 1 & 2
  - (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: Pete Rust  
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)  
\_\_\_\_\_