Ivins City Staff Report
City Council Meeting 10/1/2015

Agenda Item: Approval of Expenditure and Memorandum of Agreement Regarding Improvement of 200 East Street with Discovery Phase 2

Submitted by: Charles R. Gillette, P.E., City Engineer

Recommended City Council Action:
Approve expenditure of $180,000 and memorandum of agreement regarding improvement of 200 East Street

BACKGROUND:
Ivins City has included the improvement of 200 East in its impact fee facilities plan and is collecting impact fees to cover this improvement. As per state law, any developer is entitled to reimbursement for installing any facilities that are part of the impact fee facilities plan. This memorandum of agreement sets forth mutual understandings of how the reimbursement would work.

FINDINGS AND ANALYSIS:
The memorandum of agreement was drawn up by public works staff and reviewed by the City Attorney.

Sunroc Corporation has submitted a bid price for the City portion of the work. In review of the unit prices, the cost appears to be in line with recently bid prices and reasonable. The cost does not include the price of the streetlights which once this agreement is executed and it is clear that the project will move forward we will arrange to purchase such light directly in a separate approval of costs.

Staff recommends that the Council approval include a $15,000 contingency for unforeseen items for a total authorization of $180,000.

SUPPORT MATERIALS:
- Memorandum of Agreement signed by Plumb-Gardner, LLC
- Cost Estimate by developers contractor (Sunroc)

FINANCIAL IMPACT:
Budget will have to be amended if approved.
GL 49-40-825: $180,000

Respectfully Submitted: Charles R. Gillette

Charles R. Gillette, P.E., Public Works Dir/City Engineer

Content Review:

Dale Coulam, City Manager

Memorandum of Agreement

Regarding Improvement of 200 East Street

between

Ivins City

and

Plumb-Gardner, LLC

Whereas, Plumb-Gardner, LLC is owner and developer (referred to herein as "the developer") of Discovery Phase 2 Subdivision which is proceeding through the Ivins City subdivision process to subdivide the area into 10 individual lots that are adjacent to 200 East and as such, the subdivision is required to install improvements on 200 East Street between 600 South and 800 South.

Whereas, Ivins City has plans for the replacement of 200 East in our capital facilities plan and for practicality to avoid the complications of having a separate construction contract, Ivins City desires to have the developer's contractor replace the full width of asphalt.

Hereby, Ivins City and the developer enter into the following agreement:

The developer will:

1. Show on its development plans the replacement improvement of 200 East Street.
2. In the process of installing its required improvements on 200 East Street, will also install all capital improvements of 200 East Street.

Ivins City will:

1. Upon completion of the improvements to 200 East Street, will reimburse the developer for the all costs related to the reconstruction of 200 East Street including the asphalt, roadbase, grading, curb and gutter, 10' asphalt path, and streetlighting.

It is jointly agreed that:

1. Ivins City will not pay for any of the improvement related to providing service stubs and utilities to the new subdivided lots.
2. Ivins City will review the plans prior to the developer receiving bids for construction.
3. The developer will select the contractor to complete the work.
4. Ivins City has right to refuse the unit prices of developer's selected contractor and request the developer to solicit additional bids.
5. Assuming the existing pavement will be pulverized and resulting roadbase/pulverized asphalt mix meets the gradation and bearing capacity for Class A aggregate base (per APWA Section 32 11 23), Ivins City will allow this material to be used for base under the asphalt trail and curb and gutter, and handicap ramps.
6. The developer will show proof of payment to its contractor before Ivins City will release a reimbursement check. Or alternatively Ivins City will release a joint check with both the developer and contractor name listed as payees.

7. Ivins City will allow shutdown of 200 East Street road segment to through traffic with the following stipulations:
    a. Access is maintained to Elfin Cove and Red Mountain West subdivisions as much as practicable.
    b. Traffic shutdowns shall not extend through any weekends or holidays.
    c. The traffic will not be shutdown for more than five working days per shutdown and no more than two shutdowns.
8. This agreement does not supersede any of the City's ordinances.

Dated this _____ day of _____, 2014.

IVINS CITY SEAL

_____
Chris Hart, Mayor

ATTEST: _____
Kari Jimenez, City Recorder

PLUMB-GARDNER, LLC

_____
Walter Plumb, Jr.
Its: manager

ATTEST: _____
NAME: _____
TITLE: _____

Sunroc Corporation

Construction Division

525 WEST ARROWHEAD TRAIL, SPANISH FORK, UTAH 84660 (801) 722-2100 (801) 722-2130 (FAX)
3850 SOUTH 1825 EAST, ST GEORGE, UTAH 84770 (435) 634-2260 (435) 652-9889 (FAX)

CONTRACT PROPOSAL

CUSTOMER: CITY OF IVINS
ADDRESS:
CITY, STATE:

ATTN: CHUCK GILLETTE

JOB NAME: DISCOVERY - 200 EAST IMPROVEMENTS

DATE: 9/15/2015
REVISION 9/16/2015
PHONE:
FAX:

ADDENDUM:

SUNROC CORPORATION MAY WITHDRAW THIS PROPOSAL IF WRITTEN ACCEPTANCE IS NOT RECEIVED FROM THE BUYER WITHIN 30 DAYS OF THE PROPOSAL DATE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
415	INSTALL 13 BOLLARD LIGHTS & 1 STREET LIGHT	1.00	LS	12,950.00	12,950.00
420	10' ASPHALT TRAIL	1,200.00	LF	17.36	20,832.00
440	SCARIFY & RECOMPACT PER SOILS REPORT	55,720.00	SF	0.11	6,129.20
450	30" CURB & GUTTER	1,210.00	LF	13.75	16,637.50
465	PULVERIZE, REGRADE, & COMPACT 8" ROADBASE	55,720.00	SF	0.35	19,502.00
466	FLOP PULVERIZED MATERIAL TO ONE SIDE TO SCARIFY	55,720.00	SF	0.16	8,915.20
470	3" ASPHALT PAVING	55,720.00	SF	1.45	80,794.00
	***** CITY STREET SUBTOTAL *****				**$165,759.90**

NOTES:

EARTHWORK QUANTITIES ARE BASED ON GRADES AS SHOWN ON THE DRAWINGS. IF THE ONSITE GRADES VARY FROM THE GRADES ON THE PLANS, WE RESERVE THE RIGHT TO ADJUST OUR PRICING ACCORDINGLY.

EXCLUDES: BLOCK WALL, LANDSCAPING, POWER POLE REMOVAL, SWPPP/NOI PERMIT/EROSION CONTROL INSPECTIONS, SWEEPING, ENGINEERING, TESTING, LAYOUT, FEES, PERMITS, BONDS, DEWATERING, FOOTING/BUILDING OVEREXCAVATION, SHORING, BRACING, STRIPING, SURVEYING, OR ANY AND ALL ITEMS NOT SPECIFICALLY STATED IN THIS PROPOSAL.

****PRICE ON ITEM 380 IS FOR ONE STREET LIGHT ONLY. TRAIL LIGHT BOLLARDS TO BE SUPPLIED BY CITY OF IVINS ****

CONDITIONS OF AGREEMENT: 1. We hereby propose to do the outlined items of work, subject to all terms and conditions as set forth herein. 2. All agreements are contingent upon strikes, accidents, weather or other unforeseen delays beyond our control. 3. Agreement may be withdrawn if not accepted within 30 days. 4. All Bids Subject to Credit Approval. 5. PAYMENTS IS TO BE MADE AS FOLLOWS: All accounts due 15th of month following date of billing. In the event payment is not made by the due date, I or we agree to pay if collection is made by suit or otherwise a reasonable attorney's fee, plus a FINANCE CHARGE OF 1½% per month (ANNUAL PERCENTAGE RATE 18%), and hereby waive all rights to claim exemption under state laws. Signature by owner or agent constitutes acceptance of the above. 6. The owner is responsible to maintain access roads to meet environmental and air quality standards. 7. FORCE MAJEURE: Sunroc Corporations shall not be liable for a ny delay or failure in performance resulting, in whole or in part, from any cause or event of Force Majeure. 8. Asphalt pricing is only valid if liquid asphalt is available and at a current market price.

The term "Force Majeure" means any event or events or any cause or causes which are not within the control of Sunroc Corporation which make it impossible or commercially impracticable for Sunroc Corporation to perform its obligations within the time(s) contemplated by this Agreement, including without limitation events of riot, war, rebellion, blockage, insurrection, interruption of utilities, terrorism, vandalism, fire, acts of God, flood, frost, extreme temperatures, landslide, washout, atmospheric disturbances, lightening, storm, tornado, earthquake, and civil disturbances, strikes, or lockouts, and requirements of law, and acts or orders of governmental authorities.

ACCEPTED: The above prices and specifications are satifactory and hereby accepted. Buyer _____ Signature _____ Date of Acceptance _____	CONFIRMED: **Sunroc Corporation** Authorized Signature _____ Estimator: SUNROC CORPORATION