Ivins City Staff Report
City Council Meeting 03/20/25

Agenda Item: Discuss and consider approval of expenditure for construction of 10" waterline installation in conjunction with Old Highway 91 Phase 2 Improvement Project.

Submitted by: Thomas J. Jorgensen, P.E. Assistant City Engineer

Recommended City Council Action:
Approve expenditure of $455,208.12 for construction of 10" waterline installation in conjunction with Old Highway 91 Phase 2 Improvement Project.

BACKGROUND:
The Ivins City Water Master Plan identifies potential annexation areas south and west of Old Highway 91, between the Indigo Trail subdivision and the Shivwits boundary. Additionally, Kayenta has approached the city to request the incorporation of parts of the KWU (Kayenta Water Users) service area into the Ivins City water system. This area, known as the Moenkopi subdivision, is bordered by Kayenta Parkway (west), Kwavasa (north), Old Highway 91 (south), and the Dry Wash (east). Future phases or subdivisions may also be included within these boundaries.

However, the master plan has not previously outlined how Ivins would service these annexation areas or the KWU-incorporated areas. After reviewing the development potential, staff have determined that a 10-inch waterline is necessary along Old Highway 91 to ensure adequate service through buildout.

To complement this improvement, Kayenta will also extend a waterline from Ivins' current service area near Paiute Drive and Kwavasa, looping it down to connect with the new Old Highway 91 waterline.

This waterline is being installed now rather than later for two key reasons:
1. The Moenkopi subdivision is currently under construction.
2. Phase 2 of the Old Highway 91 project is beginning.

Completing the waterline installation now allows for cost savings and improved coordination, as the current contractor is already mobilized in the area.

A map has been included showing the annexation areas called Anasazi Valley (green) and the Kayenta potential incorporated areas (orange). The map also identifies where the water line will be located in Old Hwy 91 (heavy blue line) and where the anticipated Kayenta line will be built (red).

FINDINGS AND ANALYSIS:
City staff and consultants have worked with the contractor to determine a cost, which has been reviewed and found acceptable. A change order estimate is attached for reference.

Staff recommend approving expenditure of $455,208.12 and awarding the change order contract to JP Excavating.

SUPPORT MATERIALS:

- Change Order from JP Excavating

FINANCIAL IMPACT:

This project was not included in the previous Water Master Plan but will be added to the next plan as fully impact fee eligible. In the meantime, funding for this project will come from the Water Fund budget. Once the master plan is completed and approved, impact fees will reimburse the Water Fund.

Although this specific project was not budgeted for, there is enough space in the Water Fund budget to absorb this cost without increasing the budget. The other non-operating expenses that will be pushed back until FY26 to offset this cost are the Water Master Plan, water tank repairs, and costs associated with the new PW yard.

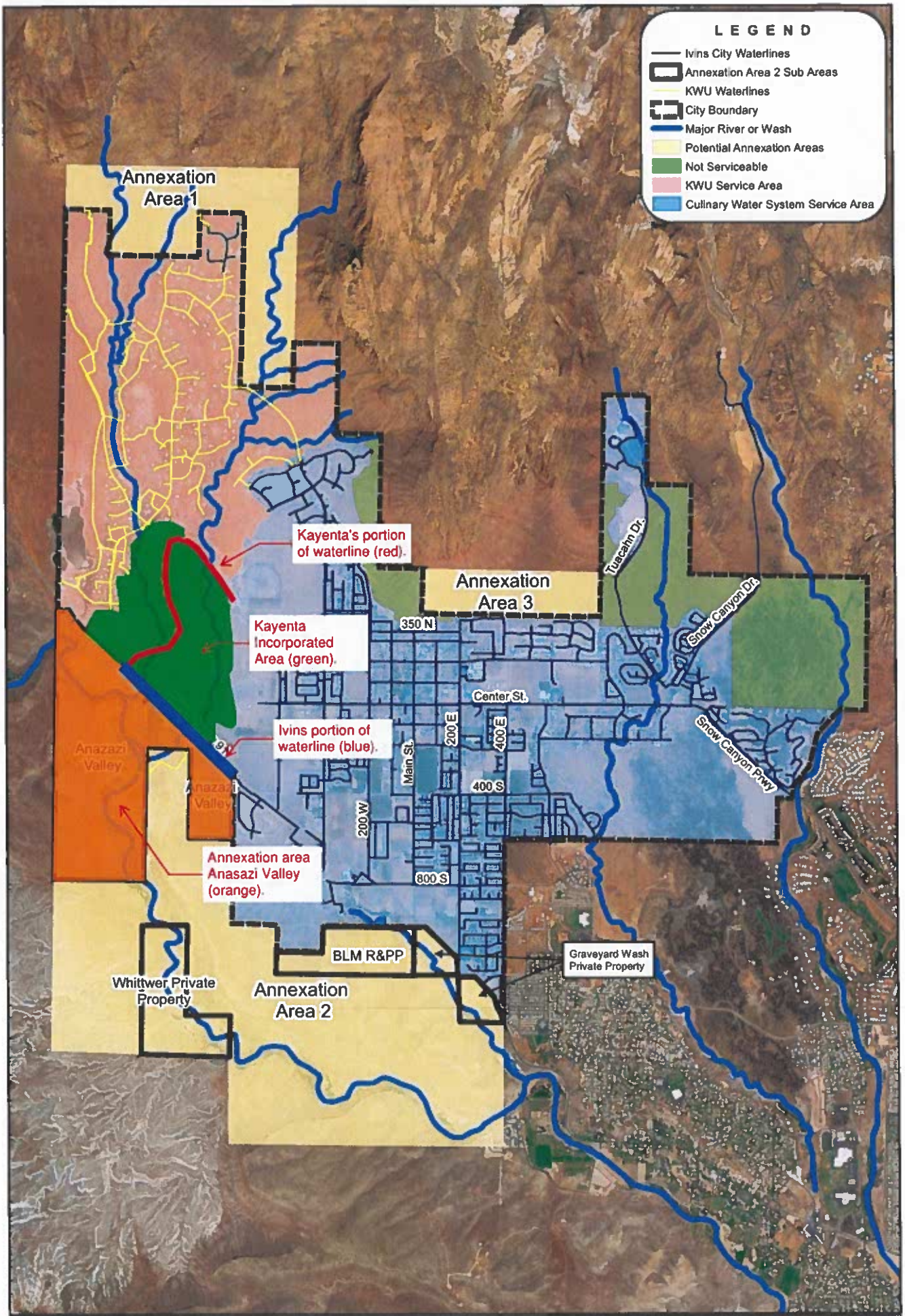
The long term financial plan is not materially affected by the use of Water Funds or the use of impact fees once eligible. The Water Master Plan is anticipated to be completed by end of 2026.

Respectfully Submitted:

Thomas J. Jorgensen, P.E. Assistant City Engineer

Content Review:

Dale Coulam, City Manager



BOWEN COLLINS & ASSOCIATES

IVINS CITY
CULINARY WATER MASTER PLAN

IVINS CITY CULINARY WATER SERVICE AREA

NORTH

SCALE: 0 1,250 2,500 Feet

FIGURE NO 1-1

JP Excavating, Inc.

4102 South 1440 East Circle
St. George, Utah 84790
Office: (435) 656-1133 • Fax: (435) 656-5609

To:	Ivins City	**Contact:**	
Address:	Ivins	**Phone:**	
	Ut	**Fax:**	
Project Name:	Old Hwy 91-Ph2 Change Order #1	**Bid Number:**	12/24/2023
Project Location:		**Bid Date:**	1/9/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Relocate 24" Hdpe Irrigation Line	1,400.00	LF	$35.58	$49,812.00
2	10" C-900 Water Main	3,900.00	LF	$90.14	$351,546.00
3	10" Elbow	5.00	EACH	$1,559.52	$7,797.60
4	10" Cap	1.00	EACH	$1,009.11	$1,009.11
5	10"x8" Reducer	1.00	EACH	$1,192.58	$1,192.58
6	10" Gate Valve	3.00	EACH	$5,636.18	$16,908.54
7	1" Air Vac	1.00	EACH	$9,755.51	$9,755.51
8	Traffic Control For Water Line Install	1.00	LS	$17,186.78	$17,186.78
			Total Bid Price:		**$455,208.12**

Notes:

- JP does not perform any testing or geotechnical services.
- JP does not perform any survey work, including staking, Owner must provide cad file, control points, and level loop survey.
- Any over-excavation above what is listed in the proposal will be considered an extra and a negotiated price adjustment will be required.
- Proposal does not include any unrippable rock. If unrippable rock (rock that cannot be ripped with a 75,000 LB Excavator) is encountered, a negotiated price adjustment will be required.
- JP is not responsible for obtaining permits or paying fees.
- Rock Wall Square Footage is approximate and will be measured in the field and billed accordingly.
- Asphalt and concrete prices may fluctuate due to suppliers and measurements are approximate and will need to be measured in the field and billed accordingly.
- Does not include any bond. If bonding is required add 3%.
- JP provides dust control for their work while onsite. JP does not include dust control for the site or any sub contractors.
- Owner hereby acknowledges that the costs of construction are not fixed and are rising at a rapid rate in Southern Utah. The Contract Price is based on material costs prevailing at the time the Contract Price is calculated. If, after this Agreement is executed, any material cost increases above the material cost utilized by Contractor to calculate the original Contract Price, Owner agrees that Contractor may increase the Contract Price in an amount equal to the increase in the material cost.

TERMS AND CONDITIONS

Services. All work will be completed in a workmanlike manner according to standard practices in substantial conformance with the plans and the terms of the Contract. JP=s obligation to provide services and goods and the scope of JP=s services are expressly limited to those items contained in this Contract which consists of this document, front and back, the plans reviewed by JP, and any written, signed change orders (the AWork@). This Contract constitutes the entire agreement between the parties, and the parties are not bound by any oral expression or representation by any agent of either party purporting to act for or on behalf of either party or by any commitment or arrangement not specified in the Contract.

Changes and Repairs to the Work. JP shall not be obligated to perform work constituting changes or repairs to the Work without a change order signed by Owner and JP. Nonetheless, if a change or repair to the Work is performed by JP without a signed change order, Owner hereby agrees to pay for the additional work regardless of whether a written change order is prepared. The Contract Price shall be augmented by the costs and fees set by JP for all changes and repairs to the Work. Payment for changes and modifications is due immediately upon invoicing. If JP is required to perform modifications or repairs to the Work which modifications or repairs are necessitated by the work or actions of the Owner or his agent, the original contractor, another subcontractor, or anyone else not an agent of JP or due to changes made by the Owner or his agent, or anyone else, the additional work will become an extra charge over and above the Contract Price and the Owner hereby agrees to pay for the additional work whether or not a written change order is prepared. JP is not responsible for problems or damages created by the Owner, agent, other subcontractors or anyone else who is not an agent of JP. If, as a result of forces beyond the reasonable control of JP, JP is required to perform services or replace goods, JP shall be compensated for the additional services which shall become an extra charge over and above the Contract Price regardless of whether the work is evidenced by a signed change order. The Contract Price, including profit and overhead, shall be adjusted for additional costs resulting from any changes in laws, ordinances, rules and regulations enacted after the date of this Contract, including increased taxes, and for work required by code interpretations made by regulatory agents. The Contract Price, including profit and overhead, shall be adjusted by Change Order for additional costs resulting from any changes in Work that are required by any governmental authority despite that the Work, as designed or when first constructed, complied with local building code and ordinance requirements.

Delay. If at any time the Owner suspends progress of the Work, JP shall not be obligated to return to resume work until such time that JP determines that it can resume the Work. Owner shall be responsible for all damages, including demobilization and mobilization charges. The Contract Price shall be automatically adjusted for costs resulting from shutdown, delay and start-up.

- **Timely Payments.** Payment for the Work shall be due and owing within 10 days after the date appearing on the invoice. Payments are not conditioned upon any modifications or repairs. If payments are not timely, the balance due will begin to accrue interest at the rate of 1.5% per month until fully paid. Failure to make timely payment constitutes a material breach of this Contract and JP may suspend performance. Owner shall be responsible for all damages, including demobilization and mobilization charges. The Contract Price shall be automatically adjusted for costs resulting from shutdown, delay and start-up. In addition to the rights and remedies available under this Contract, JP shall be entitled to pursue all legal and equitable remedies available to it.

Force Majeure. The performance by JP of its obligations under this Agreement will be excused, for so long as JP determines, by delays due to strikes, lockouts, labor trouble, inability to procure labor or materials, fire, flood, storm, adverse weather conditions, or other casualty or act of God, accident, or other delays beyond JP's control.

Right to Repair. The sole remedy of the Owner with respect to any item that is not in conformity with the terms of this Contract shall be either the return of the goods and repayment of the price paid for the goods or replacement of the nonconforming goods or parts. Owner covenants and agrees that JP has a right to repair defective work and that Owner shall not be entitled to hire another contractor to repair or replace the work nor commence any legal proceedings or other action against JP whether based in contract, tort, warranty, strict liability, indemnity, contribution, negligence or other source of law without first providing to JP a reasonable amount of time to repair the work. Under no circumstances shall JP be liable for any special, indirect or consequential damages, including without limitation any damages based on a claimed diminution in the value of the property, even if JP has been advised of the possibility of such damages.

Indemnity. To the extent permitted by law, Owner shall, and regardless of whether any claimant for injury or property damage is employed at the Project Site, defend and indemnify JP and its agents and employees from any and all claims, damages, losses, suits, judgments, fines, assessments and expenses, including reasonable legal fees and costs, arising out of or, in any way, relating to the acts or omissions of Owner or his agent, the original contractor, another subcontractor, supplier, or anyone else not an agent of JP.

- **Subsurface Conditions**. Prior to the start of construction, Owner shall provide an accessible site and shall identify the boundaries of the property by stakes or markers at all corners. Owner hereby warrants and represents that the subsurface conditions will not impair, hinder or delay the progress of the Work. If the actual subsurface or other physical conditions at the site are (a) not indicated in the Contract or are different from those indicated in the Contract or (b) unusual or unknown physical conditions which are different from conditions ordinarily encountered and generally recognized as inherent in work similar to the Work, JP shall stop Work and give immediate written notice of the condition to the Owner. JP shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the parties. Any change in the Contract Price as a result of the unknown condition shall be determined as provided herein for changes.

Information and Proof of Financing. Any information to be provided by the Owner shall be provided in a timely manner so as not to delay the Work. Prior to commencement of the Work and thereafter at the written request of JP, the Owner shall provide JP with evidence of project financing. Evidence of such financing shall be a condition precedent to JP=s commencing or continuing the Work. JP shall be notified prior to any material change in project financing.

Breach of One Agreement is a Breach of All. Owner and JP acknowledge that during JP=s performance of the Work, Owner may also be under contract with JP for work at other projects pursuant to a separate agreement. Should one or more contracts now or hereafter exist between the parties hereto or with any affiliated corporation or company of Owner, concerning any project that is the subject of an agreement, then a breach by the Owner of any contract may, at the sole option of JP, be considered a breach of any or all contracts. In such event, JP may terminate any or all of the contracts as breached, it may withhold services and goods on any such contracts or pursue any other legal and equitable remedies available to it.

Attorney=s Fees and Legal Proceedings. If any legal action or any arbitration or other proceeding is brought or any action taken for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing party shall be entitled to recover reasonable attorneys fees and other costs incurred, in addition to any other relief to which it or they may be entitled. All claims against JP based in contract, warranty or other source of law arising out of this Contract or out of the work performed by JP shall be commenced within two years after completion of the Work, regardless of when the defect or claim is discovered and regardless of whether the item is latent or patent. If for any reason it is later determined that the discovery rule applies to claims against JP such that claims against JP do not begin to accrue until the claim is discovered, or discoverable through reasonable diligence, then any such claim against JP must be commenced against JP within six months after the claim is discovered or discoverable through reasonable diligence.

Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Utah, and the parties agree to be subject to the jurisdiction and venue of the courts of Washington County, Utah.

- ASPHALT OIL COST ADJUSTMENT: This contract is subject to an asphalt oil cost adjustment for all asphalt materials included in the contract. Buyer agrees increases or decreases to asphalt oil costs above or below the listed Bench Mark Price, as stated in this proposal, is cause for adjustment to the contract. The Bench Mark Price is based on UDOTs published Binder Index at the time of this proposal. Each $10.00 change to the UDOT Binder Index (published monthly) will require a contract price adjustment of $0.50 per ton of asphalt mix placed during the monthly index cycle. The binder index can be found by searching "binder Index" at www.udot.utah.gov.
- Estimate provided is for all items complete and cannot be broken apart without signed consent

Payment Terms:

Payment due within 15 days of invoice

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **JP Excavating** **Authorized Signature:** _____ **Estimator:**