

Council Meeting of September 21, 2016

Agenda Item No. 5d

REQUEST FOR COUNCIL ACTION

SUBJECT: Barney's Wash Detention Basin Relocation Project - Amendment No. 1

SUMMARY: Approval of Amendment No. 1 to the Professional Service Agreement with Stantec for the Barney's Wash Detention Basin Relocation Project. This amendment is for additional survey services in an amount not to exceed \$6,850.00.

FISCAL AND/OR ASSET IMPACT: Funding will be from the Storm Capital Projects account.

STAFF RECOMMENDATION:

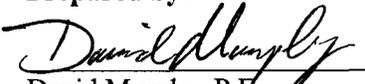
Staff recommends approving Amendment No. 1 to the Professional Service Agreement with Stantec for the Barney's Wash Detention Basin Relocation Project in an amount not to exceed \$6,850.00.

MOTION RECOMMENDED:

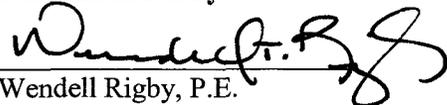
"I move to adopt Resolution No. 16-145 authorizing the Mayor to execute Amendment No. 1 to the Professional Service Agreement with Stantec for the Barney's Wash Detention Basin Relocation Project in an amount not to exceed \$6,850.00.

Roll Call vote required

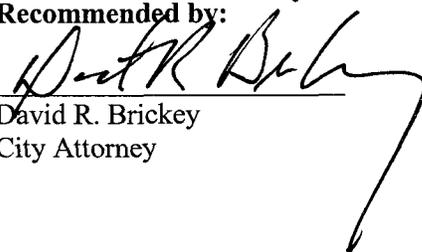
Prepared by:


David Murphy, P.E.
Engineering Manager for CIP

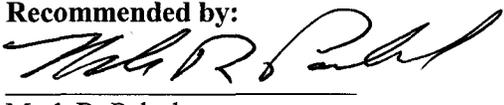
Recommended by:


Wendell Rigby, P.E.
Public Works Director

Recommended by:


David R. Brickey
City Attorney

Recommended by:


Mark R. Palesh
City Manager

BACKGROUND DISCUSSION:

Now that the Recreation Center has funding approval, elements for the site plan design must be added that were outside the original scope of work for the detention pond relocation and the recreation center itself. This scope addition is for a subdivision plat and survey control. It is being added to the Stantec design scope because of the effect the Recreation Center site work is having on schedule for both projects. In order to stay on schedule, this work is immediately required. The work is needed to meet City code for required building permits for the Recreation Center. Staff recommends approval.

Attachments:

Resolution
Amendment No. 1

BACKGROUND DISCUSSION:

Attachments:

Resolution

Amendment No. 1

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 16-145

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 1 TO THE
PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY AND STANTEC FOR THE
BARNEY'S WASH DETENTION BASIN RELOCATION PROJECT

WHEREAS, the City Council of the City of West Jordan has reviewed Amendment No. 1 to the Professional Services Agreement between the City of West Jordan and Stantec (a copy of which is attached) for additional surveying services in an amount not to exceed \$6,850.00; and

WHEREAS, the City Council of the City of West Jordan desires to approve Amendment No. 1 to the Professional Services Agreement with Stantec for additional surveying services, in an amount not to exceed \$6,850.00.

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

Section 1. After approval as to legal form, the Mayor is hereby authorized and directed to approve Amendment No. 1 to the Professional Services Agreement with Stantec for additional surveying services in an amount not to exceed \$6,850.00.

Section 2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah this 21st day of September 2016.

Kim V. Rolfe
Mayor

ATTEST:

MELANIE S. BRIGGS
City Recorder

Voting by the City Council	"AYE"	"NAY"
Council Member Dirk Burton	_____	_____
Council Member Jeff Haaga	_____	_____
Council Member Zach Jacob	_____	_____
Council Member Chris McConnehey	_____	_____
Council Member Chad Nichols	_____	_____
Council Member Sophie Rice	_____	_____
Mayor Kim V. Rolfe	_____	_____

AMENDMENT NO. 1
TO AN AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF WEST JORDAN
AND
Stantec

THIS AMENDMENT, made and entered into this 21st day of September 2016 by and between the CITY OF WEST JORDAN, a municipal corporation (hereinafter referred to as "City"), and Stantec (hereinafter referred to as "Consultant").

The City and Consultant agree as to amend the following section of the original Professional Services Agreement to provide for additional engineering services for Barney's Wash Detention Basin and Relocation project. Except as expressly amended hereby, the Professional Services Agreement shall continue in full force and affect in accordance with the provisions thereof.

2. **DESCRIPTION OF SERVICES**

The services to be performed by Consultant are as follows:

Provide additional engineering services for the Project as described in the attached Consultant's proposal date August 29, 2016.

3. **COMPENSATION AND PAYMENT**

The total compensation payable to Consultant by City for the services described in Paragraph 2 shall not exceed the sum of **\$6,850.00** for Amendment No. 1 bringing the total not-to exceed fee to \$161,716.00 for services under this contract, and fee shall be earned on a fixed fee basis as indicated in the Professional Services Agreement.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF WEST JORDAN

Kim V. Rolfe, Mayor

ATTEST:

Melanie Briggs, MMC
City Recorder

CONSULTANT

By: Peter Duberow

Its: Senior Associate

STATE OF Utah,

COUNTY OF SALT LAKE :SS

On this 31st day of August, 2016, personally appeared before me, Peter Duberow, who being by me duly sworn did say that he is the Senior Associate of Stantec Consulting Services Inc. corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged to me that said corporation executed the same.

Sherry Brugman
NOTARY PUBLIC

My Commission Expires: 1/15/2017

Residing in SALT LAKE County, Utah

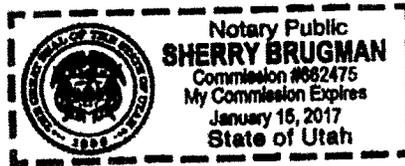


EXHIBIT A
(Consultant Proposal)



Stantec Consulting Services Inc.
3995 South 700 East, Suite 300
Salt Lake City, Utah 84107

August 29, 2016

Mr. David M. Murphy, P.E.
Engineer Manager for Capital Improvements
City of West Jordan
8000 South Redwood Road
West Jordan, UT 84088
Phone: (801) 569-3049
Via Email: DavidM@WJordan.com

RE: West Jordan Recreation Center Plat and Roadway Dedication

Dear David,

We appreciate the opportunity of providing you with a proposal for Survey Services in preparation for platting and dedication of a roadway at approximately 8600 South and Ron Wood Park Road. This project consists of the platting of a single lot, combining two parcels, and the dedication of a new roadway running along the northern portion of the overall parcel. For this project our survey department will provide you with the Boundary Survey and Plat Map. An estimate for our services is included in response to your request for proposal.

We look forward to moving ahead with you on this project. Once you have had a chance to review our proposal, please let us know if you have any questions or comments.

Regards,

Stantec Consulting Services Inc.

Jerron Atkin, PLS & CFeds
Survey Manager
Associate, Geomatics
Phone: (801) 743-4919
Fax: (801) 266-1671
jerron.atkin@stantec.com

c. Blanca Ortega, Peter Duberow



West Jordan Recreation Center Plat and Roadway Dedication

Scope of Services

Survey Services

Task 101 – Boundary Survey: Stantec will conduct a Boundary Survey of the subject parcels in preparation for the subdivision and roadway dedication plat. The subject parcels will include approximately 21.3 acres (Parcel Number(s): 26-02-200-025 and 26-02-201-001). Our field surveyors will locate boundary evidence, monuments, corners, fences, roadways and other features which may delineate boundary limits or rights. A title report will be provided by the owner or their consultant and will be used in determining the location of boundary lines and easements which may impact the subject parcels. Field data will be analyzed and compared with record information to determine the location of each subject property corner. A record of boundary survey will be produced and prepared into an AutoCAD drawing format and hard copies will be provided to the client and filed with the appropriate county agency. All work will be performed under the direction of a licensed Professional Land Surveyor and will be conducted within local, State, and Federal mapping standards.

Task 102 – Subdivision and Roadway Dedication Plat: Stantec will prepare a plat based upon the boundary survey and design drawings. Lot layout and roadway right of way alignment will be determined by the proposed engineering designs. The plat will be prepared to meet city, county, and state requirements and will provide the necessary detail and language to subdivide the subject parcel and dedicate the proposed right-of-way. Property corners will be set at each lot corner, property line pc and change in bearing. All work will be performed under the direction of a licensed Professional Land Surveyor and will be conducted within local, State, and Federal mapping standards.

Professional Fee's

Survey Services

Task 101 – Boundary Survey.....	\$4,100.00
Task 102 – Subdivision and Roadway Dedication Plat	\$2,750.00
Proposal Total	\$6,850.00

All tasks are fixed fee tasks and will be billed monthly on a percent complete basis.

Invoicing

Invoices are submitted monthly for work undertaken in the previous month. Payments are due immediately upon receipt of the invoice.

Additional Services

Services desired that are not described within the above scope of work will be considered additional services and require written authorization prior to commencing work.

General Notes

Boundary and property data will be collected using the latest survey grade instruments and tools and will conform within acceptable and typical accuracies expected for the type of work that is requested. Instruments are calibrated and checked on a regular basis to ensure that data is being collected to a high standard of accuracy. Topographic Surveys are not to be considered or relied upon as a boundary survey. Property lines and limits of ownership are based upon the best available evidence and or records at the time of services. No effort is made to analyse, correct, or determine the correct location of these lines. We assume that the record boundaries are complete and reconciled with all the coincident parcels and roadways. While we do not expect any boundary issues at this time, if un-reconcilable boundary problems are encountered, and additional work may be required, including but



West Jordan Recreation Center Plat and Roadway Dedication

not limited to: additional research, additional field surveys, PLS review, etc., then work will be suspended, the client contacted, and an estimate of the extra work will be provided and a change order submitted for approval before the extra work is completed.

One set of copies of the Topographic Map is included in this proposal and one set of electronic drawings. A complete set of drawings printed on paper will be provided to the owner. Any copies requested for other parties, or copies requested after the initial set, will be billed as an extra.

Project Assumptions

Our proposal is based on the assumptions outlined in the individual tasks, as well as the following:

- A current title report, within 90 days, will be provided to Stantec and any further records research will be conducted by the owners consultant
- Surveying activities will take place during daylight hours and will not require evening work.
- Survey services are for a one time survey and/or submittal of each item. Major revisions, changes, or additional scope items are not included in our proposed fees.

Excluded Services

This proposal does not cover items that have not been included in the scope of work. The following items are specifically excluded from our scope of services:

- Survey services of any kind, not specifically included with this proposal, such as construction staking, subdivision platting, etc. Stantec can provide a separate scope and fee for these services at a later date.
- Legal documents, title reports and filing fees.
- Utility research of any kind.
- Preparation of GIS as-built files.

Acceptance

Thank you for this opportunity, we feel this scope of work has covered all required items. This proposal and associated fees are valid for a period of sixty (60) days. Stantec Consulting personnel will complete all work in accordance to the attached Professional Services Terms and Conditions. We will work diligently to meet the project schedule and can start work within one week of written authorization to proceed. We anticipate two to four weeks to complete the project, depending on the weather and/or response time from the various entities.

We will be awaiting your response to proceed. If this proposal is acceptable, please authorize us to begin by returning a signed copy. If you have any questions or comments on this proposal, please call me.

By this NOTICE TO PROCEED effective _____ (Effective Date), CLIENT Authorizes STANTEC to proceed with the services.

WEST JORDAN CITY

8000 South Redwood Road
West Jordan, UT 84088

STANTEC CONSULTING SERVICES INC.

3995 South 700 East, Suite 300
Salt Lake City, Utah 84107

Print Name and Title

Print Name and Title

Per:

Per:

The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the CLIENT authorizes Consultant to proceed with the services, constitute the AGREEMENT. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle Consultant, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the CLIENT shall forthwith pay Consultant all fees and charges for the SERVICES provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this AGREEMENT, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

PROFESSIONAL RESPONSIBILITY: In performing the SERVICES, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

LIMITATION OF LIABILITY: The CLIENT releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of Consultant. It is further agreed that the total amount of all claims the CLIENT may have against Consultant under this AGREEMENT, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the SERVICES or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under this AGREEMENT any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this AGREEMENT shall be absolutely limited to direct damages arising out of the SERVICES and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the CLIENT, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

INDEMNITY FOR MOLD CLAIMS: It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, Consultant knowingly encounters any such substances, Consultant shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against Consultant, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold Consultant harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of Consultant. Consultant and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the PROJECT are instruments of service for the execution of the PROJECT. Consultant retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the CLIENT agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract, and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the CLIENT or Consultant, the CLIENT and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

ASSIGNMENT: The CLIENT and Consultant shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and Consultant.