

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, APPROVING
THE SWINGING BRIDGE LANE WATER LINE REPLACEMENT PROJECT AND
AUTHORIZING STAFF TO ENTER INTO A CONTRACT WITH JOHNSON
CONSTRUCTION, INC.**

**Town of Basalt
Resolution No. 20
Series of 2021**

RECITALS

- A. The Town of Basalt, through its Water Enterprise, provides domestic water service to residents in “East Basalt” and owns, operates, and maintains the water infrastructure to provide such water service.
- B. The existing water service main line that runs along Swinging Bridge Lane is in need of replacement, and the Town wishes to replace such line and extend existing water service lines to such mainline (the “Swinging Bridge Lane Water Line Replacement Project” or “Project”).
- C. The Town issued a Request for Bids for construction services to complete the Swinging Bridge Lane Water Line Replacement Project pursuant to the Town of Basalt Procurement Policy and Procedures and the Town received two bids for the Project.
- D. The Town’s civil engineer consultant, SGM, recommended that the project be awarded to the low bidder, Johnson Construction, Inc. from Rifle, Colorado (the “Contractor”).
- E. Staff has identified that there are sufficient funds in 2021 Town water fund budget for the Swinging Bridge Lane Water Line Replacement Project.
- F. Further, by Ordinance No. 3, Series of 2019 (the “One Dig Ordinance”), the Town Council amended the Town Code to provide the Town the discretion to install shadow conduit any time a project will result in the excavation of Town roadways allowing for such installation.
- G. Although the Project does not expressly include the installation of such shadow conduit within the scope of work, the Town wishes to have conduit installed for fiber and electric utilities along the area excavated for completion of the Project to allow the installation of Holy Cross power and/or fiber as part of the Roaring Fork Broadband Middle Mile Fiber Project (the “Fiber Conduit Work”). Holy Cross and Pitkin County (as the manager for the Roaring Fork Broadband Middle Mile Fiber Project) are herein considered as “Partners”. The Town will consider a supplemental budget for the Fiber Conduit Work if needed.

- H. Accordingly, the Town Council wishes to grant the Town Manager authority to execute a change order with the Contractor to allow for the Fiber Conduit Work to be completed as part of the Project, subject to the limits set forth herein.
- I. The Town Council believes it is in the best interests of the Town to approve the Project and Fiber Conduit Work, as set forth herein.

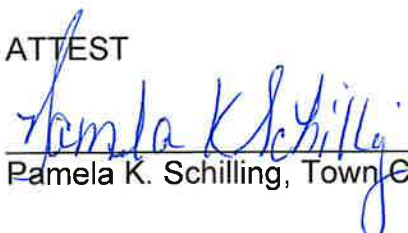
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Basalt, Colorado as follows:

- 1. Recitals. The foregoing recitals are incorporated herein as findings of Town Council.
- 2. Project. The Town Council hereby approves the Swinging Bridge Lane Water Line Replacement Project and directs Staff to enter into a contract with the Contractor in substantially the same form as included in the meeting agenda packet, subject to review and approval of the Town Attorney. The Town Council further authorizes the Town Manager and Public Works Director to direct Contractor in the completion of the Project, and ratifies all actions taken by the Town to date with respect to the procurement and performance of the Project.
- 3. Fiber Conduit Work. Further, pursuant to Section 4.7 of the Procurement Policy, and upon consideration of the particular facts and circumstances hereof, the Town Council hereby waives the procurement procedure for the approval of Fiber Conduit Work and authorizes the Town Manager to approve a change order to the Project to include Fiber Conduit Work in an amount not to exceed \$60,000 net expense to the Town after consideration of payments from the Town's Partners related to the Fiber Conduit Work, with such change order subject to review and approval of the Town Attorney.

4. READ AND ADOPTED on May 25, 2021, by a vote of 6 to 0.

TOWN OF BASALT, COLORADO

By: 
William G. Kane, Mayor

ATTEST
By: 
Pamela K. Schilling, Town Clerk



TO: Boyd Bierbaum, Public Works Director, Town of Basalt, CO
FROM: Scott Forrester, PE, SGM
DATE: May 5, 2021
SUBJECT: Contractor Recommendation
PROJECT: Swinging Bridge Water Line

The purpose of this letter is to provide a recommendation on contractor selection for the Swinging Bridge Water Line project. The project was competitively bid between April 8th and April 30th of 2021. Two bids were received, and the bid tabulation is attached. Both bidders acknowledged the addendum issued during the bid period and included bid bond and construction schedule information.

The low bid was received from Johnson Construction, Inc. (Rifle, CO) at \$662,689.00. The other bid was received from Phoenix Industries (Glenwood Springs, CO) at \$1,169,377.50.

The Johnson Construction, Inc. bid package included all necessary information and their construction schedule works well for the Town's needs. SGM met with representatives from Johnson Construction after the bid opening and they are comfortable with their bid and the proposed construction schedule. SGM has worked with Johnson Construction on previous projects and consider them qualified, responsive, and capable of performing the work for this project. **Therefore, SGM recommends the Town of Basalt enter into a contract with Johnson Construction, Inc. to complete the agreed upon scope of work at a total cost of \$662,689.00.**

Upon review and approval of this award by Town Council, SGM will be prepared to issue a Notice of Award to Johnson Construction, Inc. and will then proceed with the contract documents.

If you have any questions, please feel free to contact me at 970-384-9040.

Sincerely,

A handwritten signature in blue ink that reads "M. Scott Forrester".

Scott Forrester
Project Engineer, SGM



www.sgm-inc.com

Attachments:

Bid Tabulation with Engineers Opinion of Probable Cost

Notice of Award

Contract

File Location: I:\1990\90040\B\378 - Swinging Bridge Waterline\K-Bidding\BidEval\Swinging Bridge WL Award Rec.docx



TOWN OF BASALT SWINGING BRIDGE WATER LINE

Project No. 90040B-378 - Bid Date April 30, 2021

Item #	Estimate/Q Quantity	Unit	Description	Johnson Construction				Phoenix Industries				Engineer's Estimate				Average Unit Cost	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Max	Min	Max	Min	Max	Min
1	1	LS	Mobilization	\$50,000.00	\$50,000.00	\$99,938.00	\$99,938.00	\$59,841.00	\$59,841.00	\$99,938.00	\$99,938.00	\$50,000.00	\$50,000.00	\$99,938.00	\$50,000.00	\$74,969.00	
2	1	LS	Traffic Control	\$15,000.00	\$15,000.00	\$65,459.00	\$65,459.00	\$30,000.00	\$30,000.00	\$65,459.00	\$65,459.00	\$15,000.00	\$15,000.00	\$65,459.00	\$15,000.00	\$40,229.50	
3	1,318	LF	8" D.I.P., Class 52	\$230.00	\$303,140.00	\$252.50	\$332,795.00	\$160.00	\$237,240.00	\$332,795.00	\$332,795.00	\$303,140.00	\$303,140.00	\$332,795.00	\$241.25		
4	1,725	SY	4" Asphalt Demolition	\$9.00	\$15,525.00	\$30.75	\$53,043.75	\$20.00	\$34,500.00	\$53,043.75	\$53,043.75	\$15,525.00	\$15,525.00	\$53,043.75	\$19.88		
5	1,725	SY	4" Asphalt Replacement	\$33.00	\$56,925.00	\$60.75	\$104,793.75	\$64.00	\$110,400.00	\$104,793.75	\$104,793.75	\$56,925.00	\$56,925.00	\$104,793.75	\$46.88		
6	171	SY	3" Asphalt Demolition	\$12.00	\$2,052.00	\$28.75	\$5,087.25	\$15.00	\$2,565.00	\$5,087.25	\$5,087.25	\$2,052.00	\$2,052.00	\$5,087.25	\$20.88		
7	171	SY	3" Asphalt Replacement	\$32.00	\$5,472.00	\$66.75	\$11,414.25	\$55.00	\$9,405.00	\$11,414.25	\$11,414.25	\$5,472.00	\$5,472.00	\$11,414.25	\$49.38		
8	5	EA	Tie Into Existing Water Line	\$3,500.00	\$17,500.00	\$9,929.00	\$49,645.00	\$5,000.00	\$25,000.00	\$49,645.00	\$49,645.00	\$17,500.00	\$17,500.00	\$49,645.00	\$6,714.50		
9	1	EA	8" Hot Tap, STA 0+00	\$6,300.00	\$6,300.00	\$3,370.00	\$3,370.00	\$20,000.00	\$20,000.00	\$3,370.00	\$3,370.00	\$6,300.00	\$6,300.00	\$3,370.00	\$4,835.00		
10	1	EA	8" Insertion Valve	\$3,600.00	\$3,600.00	\$5,675.00	\$5,675.00	\$8,000.00	\$8,000.00	\$5,675.00	\$5,675.00	\$3,600.00	\$3,600.00	\$5,675.00	\$4,637.50		
11	5	EA	Cut & Cap Existing Water Line	\$2,100.00	\$10,500.00	\$9,287.00	\$46,435.00	\$2,500.00	\$12,500.00	\$46,435.00	\$46,435.00	\$10,500.00	\$10,500.00	\$46,435.00	\$5,603.50		
12	2	EA	6" Gate Valve	\$1,250.00	\$2,500.00	\$2,866.00	\$5,732.00	\$2,000.00	\$4,000.00	\$5,732.00	\$5,732.00	\$2,500.00	\$2,500.00	\$5,732.00	\$2,058.00		
13	9	EA	8" Gate Valve	\$1,900.00	\$17,100.00	\$3,794.00	\$34,146.00	\$2,500.00	\$22,500.00	\$34,146.00	\$34,146.00	\$17,100.00	\$17,100.00	\$34,146.00	\$2,847.00		
14	13	EA	8" D.I.P., Fittings	\$650.00	\$8,450.00	\$3,491.00	\$45,383.00	\$1,000.00	\$13,000.00	\$45,383.00	\$45,383.00	\$8,450.00	\$8,450.00	\$45,383.00	\$2,070.50		
15	7	EA	0.75" Water Service Tap	\$1,200.00	\$8,400.00	\$6,569.00	\$45,983.00	\$2,500.00	\$17,500.00	\$45,983.00	\$45,983.00	\$8,400.00	\$8,400.00	\$45,983.00	\$3,884.50		
16	11	EA	0.75" Water Service Tap & Extension	\$4,250.00	\$46,750.00	\$8,565.00	\$94,215.00	\$4,000.00	\$44,000.00	\$94,215.00	\$94,215.00	\$46,750.00	\$46,750.00	\$94,215.00	\$6,407.50		
17	2	EA	Fire Hydrant Assembly	\$7,000.00	\$14,000.00	\$11,604.00	\$23,208.00	\$9,000.00	\$18,000.00	\$23,208.00	\$23,208.00	\$14,000.00	\$14,000.00	\$23,208.00	\$9,302.00		
18	3	EA	Irrigation Tap & Meter Vault	\$8,800.00	\$26,400.00	\$10,720.00	\$32,160.00	\$10,000.00	\$30,000.00	\$32,160.00	\$32,160.00	\$26,400.00	\$26,400.00	\$32,160.00	\$9,760.00		
19	1	LS	Erosion Control	\$2,000.00	\$2,000.00	\$9,304.00	\$9,304.00	\$2,500.00	\$2,500.00	\$9,304.00	\$9,304.00	\$2,000.00	\$2,000.00	\$9,304.00	\$5,652.00		
20	64	SY	Concrete Replacement	\$157.00	\$10,048.00	\$185.50	\$11,872.00	\$150.00	\$9,600.00	\$11,872.00	\$11,872.00	\$10,048.00	\$10,048.00	\$11,872.00	\$171.25		
21	535	SY	Resod Disturbed Grass	\$17.00	\$9,095.00	\$31.00	\$16,585.00	\$20.00	\$10,700.00	\$16,585.00	\$16,585.00	\$9,095.00	\$9,095.00	\$16,585.00	\$24.00		
22	139	SY	River Rock Landscaping	\$24.00	\$3,312.00	\$82.00	\$8,556.00	\$25.00	\$3,450.00	\$8,556.00	\$8,556.00	\$3,312.00	\$3,312.00	\$8,556.00	\$43.00		
23	205	SY	Gravel Driveway Restoration	\$14.00	\$2,870.00	\$18.25	\$3,741.25	\$10.00	\$2,050.00	\$3,741.25	\$3,741.25	\$2,870.00	\$2,870.00	\$3,741.25	\$16.13		
24	11	SY	Stamped Concrete Driveway Restoration	\$225.00	\$2,475.00	\$1,066.00	\$11,726.00	\$175.00	\$1,925.00	\$11,726.00	\$11,726.00	\$2,475.00	\$2,475.00	\$11,726.00	\$645.50		
				TOTAL	\$639,414.00	TOTAL	\$1,120,267.25	TOTAL	\$726,776.00	TOTAL	\$726,776.00						
Bid Alternates																	
A.1	1	LS	Drywell and 4" Drain Pipe Connection	\$10,000.00	\$10,000.00	\$12,197.00	\$12,197.00	\$7,500.00	\$7,500.00	\$12,197.00	\$12,197.00	\$10,000.00	\$10,000.00	\$12,197.00	\$11,096.50		
A.2	583	SY	3" Asphalt Remove and Replace, River Side Curb	\$40.00	\$23,320.00	\$72.50	\$42,267.50	\$70.00	\$40,810.00	\$42,267.50	\$42,267.50	\$23,320.00	\$23,320.00	\$42,267.50	\$56.25		
A.3	931	SY	2" Asphalt Mill and Overlay, Swinging Bridge Lane	\$25.00	\$23,275.00	\$52.75	\$49,110.25	\$30.00	\$27,930.00	\$49,110.25	\$49,110.25	\$23,275.00	\$23,275.00	\$49,110.25	\$38.88		
				TOTAL	\$56,595.00	TOTAL	\$103,574.75	TOTAL	\$76,240.00	TOTAL	\$76,240.00						

**SECTION 00510
NOTICE OF AWARD**

Date: 5/4/2021

Project: **Swinging Bridge Water Line**

Owner: **Town of Basalt, CO**

Owner's Contract No.:

Contract: **Swinging Bridge Water Line**

Engineer's Project No.: 90040B-378

Bidder: **Johnson Construction, Inc.**

Bidder's Address: **124 W. 2nd St., Rifle, CO 81650**

You are notified that your Bid dated April 30, 2021 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for six hundred sixty-two thousand six hundred eighty-nine dollars and zero cents.

The Contract Price of your Contract is: \$662,689.00

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 17), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Basalt, CO

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

SECTION 00500

STANDARD AGREEMENT

THIS AGREEMENT, made this day _____, by and between the Town of Basalt, hereinafter called "OWNER", and Johnson Construction, Inc. 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 the **Swinging Bridge Water Line**
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other service necessary for the construction and completion of the WORK described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS after **May 31, 2021**, will substantially complete the project by **October 15, 2021**, and finally completed the project by **November 15, 2021**, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The Contractor agrees to perform all of the Work described in the CONTRACT DOCUMENTS for the **Base Bid and Bid Alternate 3** and comply with the terms therein for the sum of **\$662,689.00**, as shown on the BID SCHEDULE.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - A. ADVERTISEMENT FOR BID
 - B. INSTRUCTIONS TO BIDDERS
 - C. BID
 - D. BID SECURITY
 - E. STANDARD AGREEMENT
 - F. STANDARD GENERAL CONDITIONS
 - G. SUPPLEMENTARY GENERAL CONDITIONS
 - H. PAYMENT BOND
 - I. PERFORMANCE BOND
 - J. NOTICE OF AWARD
 - K. NOTICE TO PROCEED

- L. CHANGE ORDER
- M. DRAWINGS prepared by **SGM, Inc.**, dated April, 2021.
- N. SPECIFICATIONS prepared and issued by **SGM, Inc.**, dated April, 2021.
- O. ADDENDA:
 - No. 1 , April 16 , 2021.
 - No. 2 , April 23 , 2021.

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
- 7. 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 triplicate, each of which shall be deemed an original on the date first above written.

OWNER: **Town of Basalt**

BY: _____

NAME: _____

TITLE: _____

(SEAL)

ATTEST:

(Please Type)

NAME: _____

TITLE: _____

CONTRACTOR: _____

BY: _____

NAME: _____

ADDRESS: _____

(SEAL)

ATTEST:

(Please Type)

NAME: _____

TITLE: _____

END OF SECTION