

RESOLUTION NO. 2017-R-15

WHEREAS, Midvale City has in the past built several projects related to the improvement and expansion of the City's water system; and

WHEREAS, the City wishes to continue to improve its water system by upgrading and replacing old and undersized water distribution lines; and

WHEREAS, the City's consultant, Hansen, Allen & Luce, Inc.(HAL), with input from City staff, has identified and designed several waterline projects entitled '2017 Waterline Projects'; and

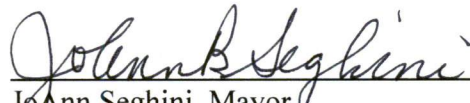
WHEREAS, this project was advertised for bid, and bids were received by the City for the construction of this project; and

WHEREAS, the City has evaluated the bids based on the criteria noted in the bid documents, and based on that analysis wishes to award the 2017 Waterline Projects to R.D.J. Construction Inc.; and

WHEREAS, an agreement has been prepared between the City and R.D. J. Construction Inc.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with R.D.J. Construction Inc. for the construction of the 2017 Waterline Projects.

APPROVED AND ADOPTED this 18th day of April, 2017.



JoAnn Seghini, Mayor

ATTEST:



Rori L. Andreason,
City Recorder



Voting by the City Council	"Aye"	"Nay"
Stephen Brown	<input checked="" type="checkbox"/>	_____
Paul Glover	<input checked="" type="checkbox"/>	_____
Quinn Sperry	<input checked="" type="checkbox"/>	_____
Paul Hunt	<input checked="" type="checkbox"/>	_____
Wayne Sharp	<input checked="" type="checkbox"/>	_____

DOCUMENT 00 50 00

AGREEMENT FORM

THIS AGREEMENT dated as of the 18th day of April, 2017, is by and between Midvale City (hereinafter called OWNER), and R.D.J Construction Inc. (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project consists of the construction of four different drinking water pipeline replacement projects throughout Midvale, Utah. The Roosevelt Street waterline project consists of 2,509' of 8" diameter PVC. The Adams Street, Cornell Street, and Harvard Circle waterline project consists of 3,502' of 8" diameter PVC. The Grant Street waterline project consists of 737' of 8" diameter PVC. The Baker Drive, 840 East, Tara Circle, and Newbold Circle waterline project consists of 2,034' of 8" diameter PVC. The project also includes switching over existing and installing new water services, furnishing and installing fittings, fire hydrants, connection materials, and miscellaneous appurtenances.

2. ENGINEER

The Project has been designed by:

Hansen, Allen & Luce, Inc.
6771 S. 900 East
Midvale, UT 84057

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3. CONTRACT TIME

3.1. The Project shall be substantially completed on or before 140 days from the date of Notice to Proceed. The remaining Work shall be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions on or before 155 days from the date of Notice to Proceed.

3.2. LIQUIDATED DAMAGES

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or within any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds in accordance with the Bid Form included herewith.

5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS: All progress payments will be on the basis of the progress of the Work estimated by the engineer.

- 5.2. FINAL PAYMENT: Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

6. INTEREST

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and accepts the determination set forth in the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 7.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar data are or will be required by CONTRACTOR for such purposes.
- 7.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities.
- No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.04 of the General Conditions.
- 7.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

- 8.1. This Agreement (pages 1 to 4, inclusive).
- 8.2. Performance and Payment Bonds
- 8.3. General Conditions (pages 1 to 65, inclusive).
- 8.4. Supplementary Conditions (pages 1 to 8, inclusive).
- 8.5. Specifications bearing the title TECHNICAL SPECIFICATIONS as listed in table of contents hereof.
- 8.6. Drawings bearing the title MIDVALE CITY 2017 WATERLINE PROJECTS as listed in the Index of Drawings on Sheet G-2 of said drawings.

- 8.7. Addenda numbers 1 to 1 inclusive.
- 8.9. Exhibits to this Agreement, identified as follows:
Exhibit A – Notice of Award – Document 00 51 00
Exhibit B – Notice to Proceed – Document 00 52 00
Exhibit C – Contractor's Bid (Including Documentation Accompanying Bid)
Exhibit D – Insurance Certificates
- 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.12. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Article 11 of the General Conditions.
- 8.13. The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement (except as expressly noted otherwise above). There are no Contract Documents other than those listed above in the Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 11 of the General Conditions.
9. MISCELLANEOUS
- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
10. OTHER PROVISIONS
None

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on April 18 2017.

Midvale City, OWNER

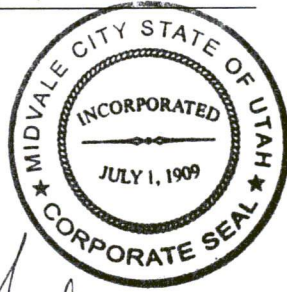
R.D.J. Construction Inc., CONTRACTOR

By: [Signature]

By: [Signature]

[CORPORATE SEAL]

[CORPORATE SEAL]



Attest: [Signature]

Attest: [Signature]

Address for Giving Notices:

7505 Holden Street

Midvale, Utah 84047

Address for Giving Notices:

1965 W 142002, Bluffdale UT 84065
P.O. Box 889, Riverton UT 84065

(OWNER shall attach authority to sign and resolution or other documents authorizing execution of Agreement.)

License No.: 118

Agent for Service of Process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

END OF SECTION