RESOLUTION NO. 2017-R-05

WHEREAS, Midvale City has in the past taken over the control and operation of the Union East Jordan Water system serving residents in the eastern half of the City; and

WHEREAS, the City has since then purchased water from Sandy City to service this system, with the intent that eventually the City would purchase wholesale water from Jordan Valley Water Conservancy District (JWWCD); and

WHEREAS, in the past, both Midvale and Sandy have experienced pressure issues with this current arrangement, which has motivated the City to accelerate the transition to JWWCD; and

WHEREAS, the City’s water consultant, Hansen, Allen & Luce, Inc.(HAL), with input from City staff and JWWCD staff, has designed a metering station to be located at approximately 7600 South and 700 East which will tie into an existing 33” diameter water line owned by JWWCD and then connect to the City’s distribution network; 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 JWWCD 700 East Meter Station to VanCon Inc.; and

WHEREAS, an agreement has been prepared between the City and VanCon 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 VanCon Inc. for the construction of the JWWCD 700 Meter Station

APPROVED AND ADOPTED this 7th day of February, 2017.

JoAnn Seghini, Mayor

ATTEST:

Ron L. Andreasen,
City Recorder

INCORPORATED
JULY 1, 1999
CORPORATE SEAL
<table>
<thead>
<tr>
<th>Voting by the City Council</th>
<th>&quot;Aye&quot;</th>
<th>&quot;Nay&quot;</th>
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<td>Stephen Brown</td>
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<td>Paul Glover</td>
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<td>Paul Hunt</td>
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<td>Wayne Sharp</td>
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DOCUMENT 00 50 00
AGREEMENT FORM

THIS AGREEMENT dated as of the 23rd day of January, 2019, is by and between Midvale City (hereinafter called OWNER), and Vancon 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 a Meter Station and associated drinking water connecting pipelines located on 700 East at approximately Orchard Vista Court Drive in Midvale, Utah. The Meter Station project also includes making connections to the 33-inch JWCD pipeline and 20-inch Midvale City pipeline, installing the meter vault and associated piping and miscellaneous appurtenances, electrical and SCADA equipment and connections, ventilation system, and testing and commissioning the station, and installation of a 2-inch bypass pipeline in the valve vault on 7800 South.

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 90 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 120 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 preceding 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 JVVCD 700 East Meter Station as listed in the Index of Drawings on Sheet G-2 of said drawings.

8.7. Addenda numbers ____ to ____ inclusive.

AGREEMENT FORM
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 1/23/17 2016.

Midvale City

By: [Signature]

[CORPORATE SEAL]

Attest: [Signature]

Address for Giving Notices:
7505 Holden Street
Midvale, Utah 84047

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

Vancon Inc.

By: [Signature]

[CORPORATE SEAL]

Attest: [Signature]

Address for Giving Notices:
1825 N Mtn. Springs Pkwy
Springville, UT 84663

License No.: 307938550

Agent for Service of Process:

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

END OF SECTION

AGREEMENT FORM

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