PUBLIC NOTICE IS HEREBY GIVEN that the Midvale City Council will hold a regular meeting on the 18th Day of April, 2017 at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

7:00 PM
INFORMATIONAL ITEMS

I. DEPARTMENT REPORTS

II. CITY MANAGER BUSINESS

7:00 PM
REGULAR MEETING

III. GENERAL BUSINESS
   A. WELCOME AND PLEDGE OF ALLEGIANCE
   B. ROLL CALL

IV. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise on the Agenda may address the City Council at this point by stepping to the microphone and giving his or her name for the record. Comments should be limited to not more than three (3) minutes, unless additional time is authorized by the Governing Body. Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on non-hearing, non-Agenda items. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

V. COUNCIL REPORTS
   A. Councilmember Stephen Brown
   B. Councilmember Paul Glover
   C. Councilmember Paul Hunt
   D. Councilmember Quinn Sperry
   E. Councilmember Wayne Sharp

VI. MAYOR REPORT
   A. Mayor JoAnn B. Seghini

VII. PUBLIC HEARING(S) - 7:00 PM
   A. Consider adjusting the common boundary with Murray City at approximately 6604-6654 South 700 West [Kane Loader, City Manager]
ACTION: Approve Ord. No. 2017-O-06 Adjusting of the common boundary with Murray City at approximately 6604-6654 South 700 West

VIII. CONSENT AGENDA
A. Approve Minutes of March 21, April 4, & 11, 2017 [Rori Andreason, H.R. Director/City Recorder]
B. Set date and time (May 2, 2017 at 7:00 p.m.) for a public hearing to consider the adoption of the Tentative Budget for Fiscal Year ending June 30, 2018 [Laurie Harvey, Assistant City Manager/Admin. Services Director]
C. Approve Resolution No. 2017-R-15 Authorizing the Mayor to enter into an Agreement with RDJ Contract for 2017 Waterline Replacement Project [Keith Ludwig, City Engineer]

IX. DISCUSSION ITEMS
A. Discuss Proposed FY2018 Budget [Laurie Harvey, Assistant City Manager/Admin. Services Director]
B. Discuss agreement for the 2017 Storm Drain Projects [Keith Ludwig, City Engineer]

X. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three working days advance notice of the meeting. TTY 711

A copy of the foregoing agenda was provided to the news media by email and/or fax; the agenda was posted in the City Hall Lobby, the 2nd Floor City Hall Lobby, on the City’s website at www.midvalecity.org and the State Public Notice Website at http://pmn.utah.gov. Council Members may participate in the meeting via electronic communications. Council Members’ participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

PLEASE MAKE SURE ALL CELL PHONES ARE TURNED OFF DURING THE MEETING

DATE POSTED: APRIL 14, 2017

RORI L. ANDREASON, MMC
H.R. DIRECTOR/CITY RECORDER
SUBJECT: Boundary Line Adjustment with Murray City for the Properties Located Approximately at 6604 – 6654 South 700 West.

SUBMITTED BY: Kane Loader, City Manager

SUMMARY:
Garbett Homes has purchased or in the process of purchasing the properties located at approximately 6604 – 6654 South 700 West, Murray, with the intent of developing the property into 94 – 139 single-family homes. In the course of discussing this proposed development with Murray, it became apparent that it would be difficult to connect the development to Murray’s utilities—especially the Murray’s sewer lines—due to the topography of the development. Murray proposed that the development remain in Murray, but connect to Midvale’s utilities. However, Midvale did not feel that having nonresidents attached to the City’s utilities was in its best interest.

After reviewing its options, Garbett then approached both Murray and Midvale about a boundary line adjustment so that the property could become a part of Midvale and consequently could be connected to Midvale’s utilities. Both cities have reviewed this proposal and feel this is the most appropriate course of action in order for Garbett to develop the property.

Both cities have followed the procedure outlined in Utah Code 10-2-419. Prior to our action, but in their meeting held on this same date, Murray City has passed and approved the boundary line adjustment.

FISCAL IMPACT: None

STAFF’S RECOMMENDATION AND MOTION: I move that we approve Ordinance No. 2017-O-06 adjusting the common boundary with Murray City as described in Exhibit A.

Attachments: Proposed Ordinance
Proposed Legal Description
Concept Plans for Property
AN ORDINANCE ADJUSTING THE COMMON BOUNDARY WITH MURRAY CITY

WHEREAS, Utah Code Section 10-2-419 establishes a process by which two municipalities may adjust their common boundary; and

WHEREAS, Pursuant to Utah Code Section 10-2-419, on February 7, 2017 Midvale City adopted Resolution No. 2017-R-06 indicating the City Council’s intent to adjust the common boundary; and

WHEREAS, In accordance with section 10-2-419 of the Utah Code, the City published notice of a public hearing to receive public input on a proposed ordinance approving a boundary adjustment. Notice was published on the Utah Public Notice Website, the City’s website and a newspaper of general circulation; and

WHEREAS, the owners of the property described in Exhibit “A”, attached hereto, desire to develop their properties further; and

WHEREAS, Midvale may more easily accommodate the connection of the properties to Midvale’s utilities systems; and

WHEREAS, the owners have indicated their desire to have their parcels located within the boundaries of Midvale City; and

WHEREAS, it is in the best interest of both municipalities to have properties be developed within Midvale’s jurisdiction.

NOW THEREFORE BE IT ORDAINED, by the City Council of Midvale City as follows:

Section 1. The boundary adjustment with Murray City, as described in Exhibit A, is hereby approved.

Section 2. Subsequent Actions. The City Council shall:

A. Within 30 days of the effective date of this ordinance, file with the lieutenant governor a notice of impending boundary action that meets the requirements of section 67-1a-6.5(3) of the Utah Code, and a copy of an approved final local entity plat.

B. As soon as practicable after the Lieutenant Governor’s issuance of a certificate of boundary adjustment, submit to the Salt Lake County Recorder:
   - The original notice of impending boundary action;
   - The original certificate of boundary adjustment;
   - The original approved final local entity plat; and
   - A certified copy of this ordinance approving the boundary adjustment

C. Send notice of the boundary adjustment to Murray City.
D. File with the Department of Health a certified copy of the ordinance approving the boundary adjustment and a copy of the approved final local entity plat.

E. Send notice of the boundary adjustment to the local districts and utilities that service the Proposed Annexed Area, including:

   a. the Unified Police Department;
   b. the Unified Fire Authority;
   c. South Valley Water District;
   d. South Valley Sewer District; and
   e. Rocky Mountain Power

Section 3. Effective Date of Boundary Adjustment. If the Lieutenant Governor issues a certificate of boundary adjustment by April 30, 2017, and the remaining above requirements are met by July 1, 2017, the boundary adjustment shall take effect July 1, 2017. All notices as required by statute shall state the effective date of the boundary adjustment.

Section 4. Effective Date of this Ordinance. This Ordinance shall take effect immediately once both the City Council and the Murray City Council have adopted an ordinance approving the proposed boundary adjustment.

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

________________________________________
JoAnn B. Seghini, Mayor

ATTEST:

__________________________
Rori L. Andreason, MMC
City Recorder

<table>
<thead>
<tr>
<th>Voting by the City Council</th>
<th>“Aye”</th>
<th>“Nay”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stephen Brown</td>
<td></td>
<td></td>
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<tr>
<td>Paul Glover</td>
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<td>Quinn Sperry</td>
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<td>Paul Hunt</td>
<td></td>
<td></td>
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<tr>
<td>Wayne Sharp</td>
<td></td>
<td></td>
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</tbody>
</table>
EXHIBIT “A”

Beginning at a point on the section line, said point being South 0°18’00” West 594.00 feet along said section line from the East Quarter Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running; thence South 0°18’00” West 718.26 feet along said section line to the extension of the north line of River Walk at Bingham Junction; thence South 89°28’44” West 1650.15 feet to and along the north line of said River Walk at Bingham Junction; thence North 0°18’00” East 733.26 feet; thence East 1650.00 feet to the point of beginning. Contains 1,197,488 square feet. 27.49 acres.
Mayor Seghini called the meeting to order at 6:30 p.m.

I. INFORMATIONAL ITEMS
   A. DEPARTMENT REPORTS

Lt. Mark Olson thanked the Legal Department for the recent training for the officers.

Chief Scott McBride said his schedule has changed so if anyone needs to get ahold of him Rori Andreason has his information. He discussed organizational changes taking place in the Unified Fire Authority.

Laurie Harvey discussed the recent rating by Fitch on the sales tax revenue road bond.

Phillip Hill said he held a mock planning commission meeting today in the Council Chambers with the University of Utah Master of Real Estate development class. He was impressed with their development ideas and with the students.

Councilmember Stephen Brown asked if swings could be added for small kids in the main park.

Rori Andreason reminded the Council about the Budget Retreat on Thursday, March 23, 2017 at 8:30 a.m. at the Utah Local Governments Trust.

Lisa Garner thanked Lt. Olson for allowing them to conduct the training for the officers.
II. CITY MANAGER’S REPORT
Kane Loader discussed the homeless shelter site selection meetings being held. This is an impact to the cities and is not easily dealt with. Kane Loader said the budget retreat will be an interesting retreat.

The Mayor called the business meeting to order at 7:00 p.m.

III. GENERAL BUSINESS
   A. Welcome and Pledge of Allegiance
   B. Roll Call – Council Members Paul Hunt, Wayne Sharp, Quinn Sperry, Paul Glover, and Stephen Brown were present at roll call.
   C. Proclamation – Boys & Girls Club Week

   MOTION: Councilmember Wayne Sharp MOVED to move the proclamation for the Boys and Girls Club after the public comments. The motion was SECONDED by Councilmember Quinn Sperry. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.

   D. UDOT – Presentation on I-15 South Bound Lane Addition; 12300 South to SR201; 7200 South Widening.
Lisa Zundel discussed the planned 7200 South widening project, which will take place during the I-15 South bound lane addition. They will be adding a sidewalk up to the road home shelter to help facilitate the patrons getting in and out of that facility. They will try to keep as much of the new landscaping as possible. The project will begin in April 2018 and will take two construction seasons. The 7200 South improvements will more than likely be at the end of the construction due to the replacement of the rail structures that is needed. The public hearing is scheduled for March 29, 2017 at 5:00 to 7:00 p.m. at the Midvale Senior Center.

   MOTION: Councilmember Stephen Brown MOVED to move the proclamation for the Boys and Girls Club forward. The motion was SECONDED by Councilmember Paul Hunt. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.

   Proclamation – Boys and Girls Club Week
Councilmember Stephen Brown read the Proclamation declaring Boys and Girls Club Week. The Proclamation was presented to the Director of the Midvale Boys and Girls Club.

IV. PUBLIC COMMENTS
Sophia Hawes-Tingey, Vice Chair of Community Council, said they have reached out to the legislators of Midvale to attend the Community Council on April 5th to provide a wrap up of the legislative session.
Robert Hale said this week Honorary Mayor Marion Cox passed away. He worked for years and years to preserve the union history and a home of his ancestors. He had a vision of creating a monument for his parents but was not able to raise enough money to get that accomplished prior to his death.

Bill Brinton said the City should not encourage any more apartments in Midvale and was opposed to the Transit Oriented Development Zone. He said the parking in the high density developments are inadequate.

V. COUNCIL REPORTS
A. Councilmember Stephen Brown – had nothing to report.
B. Councilmember Paul Glover – UFA has their fire school on May 12th if anyone wants to attend. He asked if there was an opening date for the splash pad. Phillip Hill said possibly Memorial Day.
C. Councilmember Paul Hunt – reported on a meeting he had with the Director of The Shelter for the Homeless Association who owns the assets on behalf of the homeless shelter. They are trying to play a more active role with the homeless. They will submit his name along with another individual in the April meeting and vote to install them to the Board.
D. Councilmember Quinn Sperry – had nothing to report.
E. Councilmember Wayne Sharp – had nothing to report.

VI. MAYOR REPORT
Mayor JoAnn B. Seghini – had nothing to report.

MOTION: Councilmember Wayne Sharp MOVED to open a public hearing. The motion was SECONDED by Councilmember Quinn Sperry. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.

VII. PUBLIC HEARING(S)
A. CONSIDER ORDINANCE NO. 2017-O-04 REGARDING AMENDMENTS TO THE TRANSIT ORIENTED DEVELOPMENT ZONE, THE CREATION OF THE TOD OVERLAY ZONE AND AMENDMENTS TO THE MIDVALE CITY ZONING MAP
Phillip Hill said the amendment before the Council would amend the current TOD zone, reducing the maximum allowable height from 7 stories to 3 stories and reducing the maximum allowable density from approximately 100 residential dwelling units per acre to 25 residential dwelling units per acre. Also, as part of this amendment, a new TOD Overlay zone that could be applied to properties within the TOD zone through a rezone process, allowing up to 85 residential dwelling units per acre and a maximum allowable height of 7 stories. Through discussions with the Planning Commission on how these two zones would be applied, staff has drafted a map for each TOD area.
reflecting boundaries for the TOD and TOD Overlay zones at the request of the Commission. These boundaries are not final and may be amended by the City Council as a part of this process.

Any properties zoned TOD with the final action of the City Council will be eligible for a rezone to the TOD Overlay zone through a rezone process involving public hearings with both the Planning Commission and City Council. As a part of the rezone process, a development agreement will be required between the city and the developer to memorialize site plan approvals and any conditional use permit approvals. The rezone and development agreement would be approved at the same City Council meeting and any requested changes to the project would be required to go back before the approving bodies. Any parcel zoned TOD Overlay through this process will be afforded all the applicable development rights of that zone without need for a rezone process. It should be noted that whether a rezone is necessary or not, the developer will be required to enter into a development agreement with the City.

The Midvale City General Plan 2016 sets goals for public transit and associated opportunities in the City. The goal to “Develop standards in the vicinity of the Center Street and 7200 South TRAX Stations for mixed-use and transit oriented developments that take advantage of the proximity of transit while protecting the character of adjacent residential neighborhoods.” has helped to inform many of the recommended changes. Through the adoption of an amended TOD zone and the implementation of the TOD Overlay zone, standards will continue that take advantage of the proximity of the transit system while looking at identified parcels on a case by case basis to ensure the protection of the character of the adjacent stable residential neighborhoods as those parcels redevelop. As part of these proposed ordinances, the following amendments are proposed to clean up and clarify existing language:

**TOD**
1. Single Family clean up (setbacks [porches, garages front setback], parking, accessory structures)
2. Fencing height and materials
3. Adding access management to multi-family
4. Removal of street accessed garage requirement; not practical
5. Clarifying that recreation amenities are not a requirement of commercial development

**TOD Overlay**
1. Residential open space 30% (TOD up to 40%)
2. No changes to setbacks or buffering standards

Following a Public Hearing on February 08, 2017, the Planning Commission directed staff to provide the following:

1. Maximum heights and densities in TOD zones of surrounding jurisdictions; and
2. Map options including the elimination of certain parcels in the 7800 South TOD Overlay area and the inclusion of certain parcels in the 7200 South TOD Overlay area.

Included below is a synopsis of the maximum heights and densities allowed in surrounding
jurisdictions.

<table>
<thead>
<tr>
<th>City</th>
<th>Maximum Height (stories)</th>
<th>Maximum Density (du/ac)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draper</td>
<td>4</td>
<td>35</td>
</tr>
<tr>
<td>South Jordan (I-15) *</td>
<td>20</td>
<td>Negotiated with City Council</td>
</tr>
<tr>
<td>South Jordan (town centers) *</td>
<td>5</td>
<td>Negotiated with City Council</td>
</tr>
<tr>
<td>Murray***</td>
<td>5+</td>
<td>Unlimited</td>
</tr>
<tr>
<td>Sandy</td>
<td>Planned as an area</td>
<td>Planned as an area</td>
</tr>
<tr>
<td>South Salt Lake</td>
<td>Planning Commission above 4</td>
<td>Unlimited</td>
</tr>
</tbody>
</table>

*One development approved at 17.8 du/ac; another at 52.8 du/ac
**One development approved at 36.2 du/ac
***Height may increase 1 foot for every foot beyond 100 feet from the nearest residential zone district

The first appeal is from the owners of the parcel located at 7300 South and 300 West. The appeal requests that this parcel be included in the 7200 South TOD Overlay. The second appeal is from ICO Multifamily Holdings, owners of the Applewood Mobile Home Park. Their appeal requests that the City consider increasing the TOD density from 25 to 35 dwelling units per acre, allowing for 4 stories rather than 3 as is allowed in the RM-25 zone, and counting roads, railroads and the like in the residential buffer calculations.

**Council Requests**
Following an initial discussion with the Council on March 07, 2017, it was requested that a third set of zoning map amendments be provided for consideration which eliminate the TOD Overlay from the Planning Commission’s recommendation on all parcels except the existing Center Square development.

Another point of discussion with the Council was the 15-foot front setback requirement in this zone, which includes a 5-foot amenity strip and 10-foot sidewalk. For reference, the south building at Center Square is set back anywhere from 18 to 30 feet from the back of curb along Center Street with 14 feet of landscaping, a 4-foot sidewalk, and a minimum of 5 feet of landscaping between the sidewalk and building. Along Center Square the building is setback 15 to 22 feet from the back of curb.

Mayor Seghini opened the hearing to public comment.

Kate Frayman said she desires to be part of the overlay zone. She has multiple lots next to each other. A portion of the property is in the proposed overlay zone area but not the others. She would like to sell the property for one development and cannot do so without the same zoning. She said developers won’t develop where it’s not going to be viable. The more hurdles the less they are likely to build.

Sophia Hawes-Tingey asked the Council to please not consider the Morley’s area part of this zone. Center Street is already too busy. Parking is a challenge for the area as well. There are single family homes right behind Morley’s. Maybe the TOD zone in specific areas would provide mixed use where needed.

John Levanger said the City needs to consider Millennial Street is a traffic jam now. Changes will need to be made to that road to address the traffic problem before any development can occur.
Bryant Brown said he lives on Coolidge Street. He said there should at least be a turn lane there to help fix the traffic problems on Millennial. He agreed with what was said regarding the Morley’s area not being included in the five story zone and suggested moving it down to at least a three story zone.

Shane Litkey talked about Midvale City’s general plan and how the Planning Commission uses the plan as a guide. As they were looking at this, they found pockets in the city. His concern is that Midvale City doesn’t have enough land for ¼ acre homes, and that not everyone wants them anymore. He said there needs to be mixed use types of property. With the TOD developments and the overlay zone, it makes sense for developers. He feels that it is a good solution and happy medium for developers and residents.

Lorene Butler said she appreciates the opportunity to address the body. Your decision along with the Planning Commission will set the tone for years to come. She hopes to be listened to and understood. She believes there are reasons for growth. She is concerned with the TOD and overlay zone. She lives in the middle of all these zones. Her view and ability to get in and out of her residence will be very difficult. She would also like Morley’s taken out of that zone. TOD zones are for people that will use tracks. She feels that the zones should be a case by case decision. She feels that infrastructure and parking needs to be addressed.

Shirlene Stoven thanked the Mayor and Council for their support of the Applewood manufactured home park. She said they live in fear every day that they will be evicted. She is pleading for the residents of Applewood.

Doug Johnson said he lives on Cottonwood Street and works in Midvale. He agreed with almost everything said that evening. He said there are already problems with parking. He said the City needs to look at the future and make decisions before things get underway.

Sally Smith thanked the City Council for their input. She said we are not New York City or San Francisco. She asked how much the taxes would go to the City for a high rise development.

Evan Hansen wanted to give comments from the Planning Commission. We have had a lot of good input. We worked very hard to generate a good balance to protect single family homes as well as the rights to develop. The projections are huge for growth. Not everyone can afford a home anymore. They tried to balance all those things going through this process. Access to major roads is a major concern. Parking is an issue that has been brought up several times. That will be an issue to consider. He encouraged the Council to move forward with this. He said he has been delighted with the public comment this issue has generated.

Jeri Jorgensen said she lives by the TOD by Morley’s and across the street. The UTA parking lot is in her back yard. She is the Head Secretary for Midvale Elementary where they currently have 772 students. The children in the high rise on Center Street will go to Midvale Elementary. She said the schools cannot accommodate additional students.

Suzanne Walker expressed gratitude to the Planning Commission and City Council for listening to them. She is pleased with the way things are going and for the open dialogue. She said she
agreed with pretty much everything said. She was concerned with parking for Midvale Station. When cars start parking on both sides of the road, the streets cannot handle the additional traffic. She agreed with the comments of needing to find a balance with commercial and residential. She hopes everyone will continue to be involved.

Janene Johnson said she lives on Cottonwood Street. She said she has two young kids and more population will bring some undesirable people here. In the past few years living here in Midvale, her car has been broken into three times. Her garage has also been broken into. Having more high density apartments will bring more problems and consequences for those trying to raise a small family.

Robert Snow said he lives in Applewood. He wanted to express his feelings of gratitude to the Council appreciation for seeing the significance of the impacts these zoning issues have on the community. Costs have increased and many of the residents are on fixed incomes. This fear of being included in the TOD zone has caused a lot of stress on the seniors living there. They are fearful of a developer purchasing Applewood and eliminating the mobile homes.

Brent Burgon resident of Midvale. Thanked the Mayor and Council for their service and taking a look at this. He was fully supportive of the TOD and reducing the height to 3 stories. He liked map “C” because it allows citizens to have input on anything above three stories. He realizes there is a need for development and a need to inform developers of what they can do so they don’t spend a lot of money on a project that is not allowed. He desired to take Morley’s out of the mix. The number of parking spaces per unit cannot be reduced. The good news is the Trax stations are in the residential area. The bad news is that Trax stations are in the residential area. He asked that the Council be cognizant of the fact that there are residential homes within 100 ft. of potential high rise developments.

Councilmember Paul Glover asked by a show of hands who would prefer an overlay and no overlay. The majority of the citizen’s present would prefer an overlay.

MOTION: Councilmember Wayne Sharp MOVED to close the public hearing. The motion was SECONDED by Councilmember Paul Glover. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.

This item will be brought back on April 4, 2017 for action.

Councilmember Quinn Sperry thanked the public for their attendance and for voicing their opinions. As he looks at decisions that we have to make he is very interested in what this plan is and looking at the balance for residents and business owners. He felt there needs to be some kind of overlay.

MOTION: Councilmember Wayne Sharp MOVED to open a public hearing. The motion was SECONDED by Councilmember Quinn Sperry. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.
B. CONSIDER ORDINANCE NO. 2017-O-05 A TEXT AMENDMENT TO AMEND THE LANGUAGE FOR REAR SETBACKS IN THE STATE STREET COMMERCIAL (SSC) ZONE

Lesley Burns stated that staff is proposing a text amendment to change the rear setback requirement and clarify the setback language in the State Street Commercial Zone, specifically where the rear property line is adjacent to existing commercial development. This proposed amendment addresses the following in the existing ordinance:

- Section 17-7-7.4 (A) does not include any language regarding side setbacks. It is implied that there are no side setback standards unless required by other standards, i.e. a landscape buffer when adjacent to residential development or by the Building Code. Staff is proposing to add language that specifically states this, so there is no question what is expected.

- The required rear setback for buildings is 20 feet regardless of the adjacent use. Staff is proposing to eliminate the rear setback requirement, except where it is required by other code standards, i.e. a landscape buffer when adjacent to residential development or by the Building Code. This will provide for additional developable area on commercial properties if it is not adjacent to residential development. When adjacent to residential development, new commercial development is required to provide a 30-foot residential landscape buffer (Section 17-7-7.7 (I)). This requirement would remain.

The Midvale City General Plan 2016 includes a future land use goal for the North, Middle and South State Street Opportunity Areas to support the redevelopment of underutilized parcels, (p. 51-53 Midvale City General Plan 2016). This proposed amendment is a small step in moving towards this goal, while not impacting adjacent existing residential uses. It would also make the setback language in the State Street Commercial Zone consistent with the Clean Industrial Zone, which was changed in 2010.

Planning Commission Recommendation

The proposed text amendment was presented to the Planning Commission at a public hearing held on February 22, 2017. Following the public hearing, which included support for the amendment and some questions, the Planning Commission forwarded the following recommendation for the City Council’s consideration:

“Based on the future land use goal for the North, Middle and South State Street Opportunity Areas to support the redevelopment of underutilized parcels, without impacting adjacent residential uses, I move that we forward a recommendation to the City Council to approve the text amendment to change the rear setback requirement and clarify the setback language in the State Street Commercial Zone as proposed in Attachment A.”

Mayor Seghini opened the public hearing to public comment.

Mike Bennett, owner of Team Gear at 8500 South State, said he has been in Midvale for nine years. When he bought the property, he was under the impression he would be able to put an
addition on the back side of our building. This addition would allow them to receive freight and store product so it’s not on the retail floor. Without this overlay zone, he is unable to add the addition. He said he hoped the Council would consider allowing them to build next to commercial.

MOTION: Councilmember Stephen Brown MOVED to close the public hearing. The motion was SECONDED by Councilmember Paul Glover. Mayor Seghini called for discussion on the motion. There being none she called for a vote. The motion passed unanimously.

ACTION: APPROVE ORDINANCE NO. 2017-O-05 A TEXT AMENDMENT TO AMEND THE LANGUAGE FOR REAR SETBACKS IN THE STATE STREET COMMERCIAL (SSC) ZONE

MOTION: Councilmember Quinn Sperry MOVED that we adopt Ordinance No. 2017-O-05 clarifying the setback language and changing the rear setback requirement in the State Street Commercial Zone.

Councilmember Wayne Sharp made a comment that he is not making his decision based on a specific business or individual. He said he felt this is a good text amendment for what the City needs.

The motion was SECONDED by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none she called for a roll call vote. The voting was as follows:

- Council member Stephen Brown  Aye
- Council member Paul Glover  Aye
- Council member Paul Hunt  Aye
- Councilmember Wayne Sharp  Aye
- Council member Quinn Sperry  Aye

The motion passed unanimously.

VIII. CONSENT AGENDA
A. APPROVE MINUTES OF MARCH 7 AND 14, 2017

MOTION: Councilmember Stephen Brown MOVED to approve the consent agenda. The motion was SECONDED by Councilmember Quinn Sperry. Mayor Seghini called for discussion on the motion. There being none she called for a roll call vote. The voting was as follows:

- Council member Stephen Brown  Aye
- Council member Paul Glover  Aye
- Council member Paul Hunt  Aye
- Councilmember Wayne Sharp  Aye
- Council member Quinn Sperry  Aye

The motion passed unanimously.

IX. ADJOURN
MOTION: Councilmember Paul Glover MOVED to adjourn the meeting. Councilmember Paul Hunt SECONDED the motion. Mayor Seghini called for discussion on the motion. There being none, she called for a vote. The motion passed unanimously.

The meeting adjourned at 9:43 p.m.

Rori L. Andreason, MMC
H.R. DIRECTOR/CITY RECORDER

Approved this 18th day of April, 2017.
MAYOR: JoAnn Seghini

COUNCIL MEMBERS: Council Member Wayne Sharp
Council Member Stephen Brown
Council Member Paul Glover
Council Member Paul Hunt
Council Member Quinn Sperry

STAFF: Kane Loader, City Manager; Phillip Hill, Asst. City Manager/Community Development Director; Laurie Harvey, Asst. City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Danny Walz, Redevelopment Agency Director; Lisa Garner, City Attorney; and Jarin Blackham, IT Manager.

Mayor Seghini called the meeting to order at 6:37 p.m.

6:30 PM

I. DISCUSSION ITEMS
A. DISCUSS RDJ CONTRACT FOR 2017 WATERLINE REPLACEMENT PROJECT
Keith Ludwig discussed a proposed contract for the 2017 Waterline Replacement Project. He reviewed the bid proposals and the evaluation process. He determined RDJ was the lowest bidder. He said he checked their references and felt confident that they would do a good job.

The Council agreed to bring this item back as a consent item at the next council meeting.

B. ROAD HOME PRESENTATION
Matt Minkovich and Michelle Flynn were present to discuss the Road Home with the City Council. Matt Minkovich said they housed 1,071 adults in families and 1,327 children in families. He discussed the resources for families that are available at the shelter. They’ve had 660 families move from the shelter; 251 of those families moved into TRH Housing and 409 were self-resolved homelessness. None of those individuals have returned to the shelter.

Michelle Flynn discussed their rapid rehousing program. The average number of individuals staying at the shelter is 274, and the capacity is 300 people. They manage the overflow with the
rooms downtown and motels. The average stay at the shelter is 51 days. They have a goal to bring that down to 30 days or less. They collaborate with the Department of Workforce Services (DWS) to secure employment or benefits, education, and finding child care. They also work with Canyons School District to provide supportive services for children and parents while in the shelter. The Road Home collaborates with many additional community partners who come to the shelter to connect with the families while they are there and continues as they move into housing. She discussed many other resources they collaborate with as well. They do an assessment every month after someone has moved out to see how they are doing and if they need additional assistance.

Councilmember Hunt asked if they have seen any improvement in mental health care. The legislative funds have yet to be approved. Some legislatures are in favor of it and support it. They also recognize that rapid rehousing is a big part of it.

Councilmember Sharp asked if there are certain criteria those in the shelter must meet. Ms. Flynn said not on an emergency stay. They do an assessment to see what the individual needs and this gives them a starting point on their needs. The Road Home has a set of safety rules for the shelter they must meet. They have partners they work with that come in and do assessments for drug abuse and mental health.

Councilmember Glover expressed deep concern for the drug abuse in the shelter. He wanted to see a zero tolerance for using drugs in the shelter. He does not agree with the allowing children to see this or be around it. There are many that will not go to the shelter because of the drug abuse that takes place.

Matt Minkovich and Michelle Flynn said there are rules for the shelter regarding the use of drugs. This same issue is also a big concern for the new shelters being built.

Councilmember Hunt asked how the police officers were doing at the shelter. Michelle Flynn said that they are learning and working together, and finding out what is working and not working. The officers are a good resource for the shelter.

Kane Loader discussed the shelter officer. His title is resource officer not police officer. This has been working successfully with the individuals at the shelter. They see him as a resource rather than a police officer, and are more comfortable to confront him. Another resource officer is needed for the shelter.

Matt Minkovich said it is a work in progress, and it will take everyone working together to make it work.

Mayor Seghini discussed the kids in the summer. One of her concerns was the safety of the children at the shelter during the summer. The Boys & Girls Club and the Canyons School District aid by picking the children up at the shelter and taking them to the schools for meals both breakfast and lunches, then to the Boys & Girls Club for activities and finally brought back to the shelter at 5:00 p.m. She said the partnerships are critical for maintaining and making the families successful. This is a community problem not just the Road Home’s problem. Churches and organizations in the community have been amazing with assisting with bringing in food and other things.
C. ARTS COUNCIL REPORT
Suzanne Walker said she wanted to give the Council the State of the Arts in Midvale. She thanked the Council for their support. She hopes the Arts Council could be one of the resources for the Road Home. She discussed the Art Council’s financial report and the board members. She felt the community impact is due to increased efforts to provide opportunities for students, the Leavitt AMP grant to enhance the summer concert series, and strong support from the Board of Directors and Executive Director.

She informed the Council that she will be resigning her position on the Arts Council in June. The board is looking for a new executive director. She asked for continued support from the City.

Councilmember Sharp thanked the Arts Council and said they are doing a great job. He expressed concern of the City contributing funds in regards to the future of the Arts Council.

Councilmember Hunt said he would like to put this on the agenda to discuss the future of the Arts Council and where they want to go with it.

Melanie Beardall said the summer concerts will start at 6:30 and end by 8:30 p.m. this year.

Councilmember Glover said he would prefer putting money into the Performing Arts Center rather than the amphitheater. He feels that the performing arts center is used more than the amphitheater.

Councilmember Hunt said the Council needed to look at the staff and director for the Arts Council first and then focus on the performing arts center and amphitheater improvements.

The Council agreed to wait on the grant for the amphitheater this year and bring it back next year to revisit.

D. FOOD TRUCKS DISCUSSION
Phillip Hill discussed food truck vendors and whether the City was going to do the same with them as they do with taco carts. He discussed the bills passed during the last legislative session regarding food trucks. The City is getting a lot of interest from food truck vendors who want to be in the City.

The Council agreed to have staff bring back an ordinance to address this issue in the future.

II. ADJOURN
Mayor Seghini adjourned the meeting at approximately 9:26 p.m.
MAYOR: Mayor JoAnn B. Seghini

COUNCIL MEMBERS: Council Member Wayne Sharp
Council Member Stephen Brown
Council Member Paul Glover
Council Member Paul Hunt
Council Member Quinn Sperry

STAFF: Phillip Hill, Asst. City Manager/CD Director; Laurie Harvey, Asst. City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Garrett Wilcox, Deputy City Attorney; Larry Wright, Public Works Director; Danny Walz, Redevelopment Agency Director; Lesley Burns, City Planner; Chief Jason Mazuran, UPD; Lt. Mark Olson, UPD; Chief Scott McBride, UFA; and Jarin Blackham, IT Manager.

Mayor Seghini called the meeting to order at 6:33 p.m.

I. INFORMATIONAL ITEMS
A. DEPARTMENT REPORTS

Chief Mazuran and Lt. Mark Olson discussed the funding received from the legislature for new officers for the homeless shelter. Officers Ed Meono and Matt Harper two traffic officers were recognized as the Officer of the Month for the work they do, which is off the charts. Their spirit and work ethic is the best. They give 100% on everything they do.

Chief Scott McBride said everything is going smooth and moving forward.

Laurie Harvey said the revenue bonds will be sold tomorrow. The interest rate is hopeful for 2.75%. She sent the two rating reports to the Council. The Fitch rating was AA and the Standard and Poor was AA- which is normal.

Larry Wright said the swings will be upgraded at the main park for small kids.

Councilmember Paul Glover said North Grant Street was having a lot of problems with their storm drains flooding. He asked when something would be done. Larry Wright said he would make sure they get taken care of.
Councilmember Quinn Sperry said the storm drain on 7800 South is working well. He also stated the City employees are parking up on the curb on the side of the street when doing work. He did not feel this is appropriate and should be stopped.

Larry Wright said he would discuss that issue with the employees to make sure that does not take place in the future.

Phillip Hill said he received notification from the county CDBG funding giving a positive recommendation for the North Grant Street curb gutter sidewalk, and trees project. Those funds will become available July 1, 2017. He also reported that an RDA project has been identified to install a traffic light on Bingham junction by the Trax station.

II. CITY MANAGER’S REPORT
Kane Loader was excused.

The Mayor called the business meeting to order at 7:00 p.m.

III. GENERAL BUSINESS
A. Welcome and Pledge of Allegiance

B. Roll Call – Council Members Paul Hunt, Wayne Sharp, Quinn Sperry, Paul Glover, and Stephen Brown were present at roll call.

C. Proclamation Declaring May 20th as “Kids to Park Day”
Councilmember Paul Hunt read the proclamation declaring May 20th as “Kids to Park Day”

IV. PUBLIC COMMENTS
Sophia Hawes-Tingey said there should be a lot more kids in the park day. She has a lot of neighbors who will be excited to hear North Grant Street will be repaired. She wanted to make sure everyone knew there will be a legislative update at the Community Council meeting tomorrow night at 7:00 p.m. in the Dahl Conference Room.

Tom Silverstorff, 470 East 6990 South, said he lives near a canal. For many year’s there’s been a short trail leading from the street to the canal road so they can walk on the canal. His neighbor has put a gate and fence and locked them out of using the canal. He wants to know what can be done. He’s been using the canal for 25 years. He wanted to know if something could be enforced called adverse possession.

Councilmember Quinn Sperry said it would be more along the lines of prescriptive easement rights. Phillip Hill said staff will look into this.

V. COUNCIL REPORTS
A. Councilmember Stephen Brown – had nothing to report.

B. Councilmember Paul Glover – said he is working with UFA on compensation.
C. Councilmember Paul Hunt – had nothing to report.

D. Councilmember Quinn Sperry – had nothing to report.

E. Councilmember Wayne Sharp – had nothing to report.

VI. MAYOR REPORT
Mayor JoAnn B. Seghini – said many of the staff and City Manager are in St. George at their spring conference.

VII. ACTION ITEMS
A. APPROVE RESOLUTION NO. 2017-R-11 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BLACK FOREST PAVING FOR THE ALLEN STREET RECONSTRUCTION PROJECT
Keith Ludwig stated the City has received CDBG funds for the Allen Street project. This project was put out to bid in which they received several bids. A bid opening was held on March 16, 2017 and after evaluating the bids, determined that Black Forest Paving had the lowest responsible bid.

An award letter was sent to Black Forest Paving and an agreement has been prepared for this project. A preconstruction meeting with Black Forest Paving as soon as possible so that they can get this project underway. He asked the Council to suspend their rules to take action on this item that evening.

FISCAL IMPACT: Black Forest Paving’s bid is $171,558. The funding for this project consists of $108,000 of CDBG funds and the balance of $63,558 from City B&C road funds.

MOTION: Councilmember Paul Hunt MOVED that we suspend the rules and approve Resolution No. 2017-R-11, and authorize the Mayor to sign the agreement with Black Forest Paving for the construction of the Allen Street Project. The motion was SECONDED by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none she called for a roll call vote. The voting was as follows:

- Council member Stephen Brown Aye
- Council member Paul Glover Aye
- Council member Paul Hunt Aye
- Councilmember Wayne Sharp Aye
- Council member Quinn Sperry Aye

The motion passed unanimously.

B. APPROVE RESOLUTION NO. 2017-R-12 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KILGORE CONTRACTING FOR THE 2017-2020 MIDVALE CITY PAVING PRESERVATION PROJECT
Keith Ludwig stated each year the City does as much as possible in the way of street maintenance. This work can include asphalt overlays, milling, slurry seals, crack seals, road base and subgrade rehabilitation, and other treatments as deemed appropriate.
Over the next three years, staff will be using $6 million in bond money, along with some B&C Road Funds, to do as much pavement management work as possible. These projects have been divided into two parts. This contract specifically deals with slurry seals and crack sealing.

Two contractors submitted proposals. After evaluating the proposals which included the project approach, experience of foremen, track record and bid, Kilgore Contracting was deemed to be the best overall bidder.

A contract has been prepared for the City to enter into with Kilgore Contracting and would like to have the Mayor sign this contract. A resolution has been prepared for the Council’s consideration. He asked that the rules be suspended so the Council can take action that evening.

**FISCAL IMPACT:** Funds are typically used from the City’s allocation of B&C Road Funds for these projects. This will be supplemented by bond funds for the next three years. He anticipated spending around $200,000 per year on this portion of the work.

**MOTION:** Councilmember Quinn Sperry MOVED that we suspend the rules and approve Resolution No. 2017-R-12, authorizing the Mayor to sign an agreement with Kilgore Contracting for the 2017-2020 Midvale City Pavement Preservation Project. The motion was SECONDED by Councilmember Paul Hunt. Mayor Seghini called for discussion on the motion. There being none she called for a roll call vote. The voting was as follows:

- Council member Stephen Brown Aye
- Council member Paul Glover Aye
- Council member Paul Hunt Aye
- Councilmember Wayne Sharp Aye
- Council member Quinn Sperry Aye

The motion passed unanimously.

C. **APPROVE RESOLUTION NO. 2017-R-13 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH STAKER PARSONS COMPANIES FOR THE 2017-2020 MIDVALE CITY PAVING RESTORATION PROJECT**

Keith Ludwig stated each year the City does as much as possible in the way of street maintenance. This work can include asphalt overlays, milling, slurry seals, crack seals, road base and subgrade rehabilitation, and other treatments as deemed appropriate.

Over the next three years, staff will be using $6 million in bond money, along with some B&C Road Funds, to do as much pavement management work as possible. These projects have been divided into two parts. This contract specifically deals with milling, asphalt overlays, subgrade repair, and soft spot rehabilitation.

Five contractors submitted proposals, and after going through our evaluation process which included project approach, experience of foremen, track record and bid, Staker Parsons Companies was deemed to be the best overall bidder.
A contract has been prepared for the City to enter with Staker Parsons and he would like to have the Mayor sign this contract. A resolution has been prepared for the Council’s consideration. He asked that the rules be suspended so the Council could take action on this item that evening.

**FISCAL IMPACT:** Funds are typically used from the City’s allocation of B&C Road Funds. This will be supplemented by bond funds for the next three years. He anticipated spending around $2 million per year on this portion of the work.

**MOTION:** Councilmember Stephen Brown MOVED that I move that we suspend the rules and approve Resolution No. 2017-R-13, authorizing the Mayor to sign an agreement with Staker Parsons for the 2017-2020 Midvale City Paving Restoration project. The motion was SECONDED by Councilmember Paul Hunt. Mayor Seghini called for discussion on the motion. There being none she called for a roll call vote. The voting was as follows:

- Council member Stephen Brown  Aye
- Council member Paul Glover  Aye
- Council member Paul Hunt  Aye
- Councilmember Wayne Sharp  Aye
- Council member Quinn Sperry  Aye

The motion passed unanimously.

**D. APPROVE RESOLUTION NO. 2017-R-14 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH QUICK SILVER CONCRETE FOR THE 2017-2020 MIDVALE CITY CONCRETE REPAIR PROJECT**

Keith Ludwig said each year staff does as much as possible with curb/gutter and sidewalk maintenance. This mostly involves the replacement of damaged sections of curb/gutter and sidewalk. This can also involve the upgrade of sidewalk ramps to current ADA standards. Most of this work is done through a contractor working for the City. City crews are also involved in this, but due to their other duties, what they can replace is limited.

This is a three-year contract and the City has had great success with the contractors over the years. The City partners with the contractor and uses his input as well as that of City staff to come up with strategies on how to best utilize the funds for this project.

This project was put out to bid in February and four contractors submit proposals. After going through the evaluation process which included project approach, experience of foremen, track record and bid, Quicksilver Concrete was deemed to be the best overall bidder.

A contract has been prepared for the City to enter into with Quicksilver Concrete. A resolution has been prepared to authorizing the Mayor to sign that contact. As the next regular Council meeting is two weeks out, he asked that the Council suspend the rules so action can be taken on this that night.

**FISCAL IMPACT:** The typical budget amount for this work is $100,000 per year. Over the life of this contract he will also use some of the bond money the City will obtain for pavement management work.
MOTION: Councilmember Paul Hunt MOVED that we suspend the rules and approve Resolution No. 2017-R-14, and authorize the Mayor to sign the agreement with Quicksilver Concrete for the 2017 – 2020 Midvale City Concrete Repairs Project. The motion was SECONDED by Councilmember Stephen Brown. Mayor Seghini called for discussion on the motion. There being none she called for a roll call vote. The voting was as follows:

Council member Stephen Brown Aye
Council member Paul Glover Aye
Council member Paul Hunt Aye
Council member Wayne Sharp Aye
Council member Quinn Sperry Aye

The motion passed unanimously.

E. CONSIDER ORDINANCE NO. 2017-O-04 REGARDING AMENDMENTS TO THE TRANSIT ORIENTED DEVELOPMENT ZONE, THE CREATION OF THE TOD OVERLAY ZONE AND AMENDMENTS TO THE MIDVALE CITY ZONING MAP

Phillip Hill said the amendment before the Council would amend the current TOD zone, reducing the maximum allowable height from 7 stories to 3 stories and reducing the maximum allowable density from approximately 100 residential dwelling units per acre to 25 residential dwelling units per acre. Also, as part of this amendment, a new TOD Overlay zone that could be applied to properties within the TOD zone through a rezone process, allowing up to 85 residential dwelling units per acre and a maximum allowable height of 7 stories. Through discussions with the Planning Commission on how these two zones would be applied, staff has drafted a map for each TOD area reflecting boundaries for the TOD and TOD Overlay zones at the request of the Commission. These boundaries are not final and may be amended by the City Council as part of this process.

Any properties zoned TOD with the final action of the City Council will be eligible for a rezone to the TOD Overlay zone through a rezone process involving public hearings with both the Planning Commission and City Council. As a part of the rezone process, a development agreement will be required between the city and the developer to memorialize site plan approvals and any conditional use permit approvals. The rezone and development agreement would be approved at the same City Council meeting and any requested changes to the project would be required to go back before the approving bodies. Any parcel zoned TOD Overlay through this process will be afforded all the applicable development rights of that zone without need for a rezone process. It should be noted that whether a rezone is necessary or not, the developer will be required to enter into a development agreement with the City.

The Midvale City General Plan 2016 sets goals for public transit and associated opportunities in the City. The goal to “Develop standards in the vicinity of the Center Street and 7200 South TRAX Stations for mixed-use and transit oriented developments that take advantage of the proximity of transit while protecting the character of adjacent residential neighborhoods.” has helped to inform many of the recommended changes. Through the adoption of an amended TOD zone and the implementation of the TOD Overlay zone, standards will continue that take advantage of the proximity of the transit system while looking at identified parcels on a case by case basis to ensure the protection of the character of the adjacent stable residential neighborhoods as those parcels
redevelop. As part of these proposed ordinances, the following amendments are proposed to clean up and clarify existing language:

**TOD**
1. Single Family clean up (setbacks [porches, garages front setback], parking, accessory structures)
2. Fencing height and materials
3. Adding access management to multi-family
4. Removal of street accessed garage requirement; not practical
5. Clarifying that recreation amenities are not a requirement of commercial development

**TOD Overlay**
1. Residential open space 30% (TOD up to 40%)
2. No changes to setbacks or buffering standards

Following a Public Hearing on February 08, 2017, the Planning Commission directed staff to provide the following:

1. Maximum heights and densities in TOD zones of surrounding jurisdictions; and
2. Map options including the elimination of certain parcels in the 7800 South TOD Overlay area and the inclusion of certain parcels in the 7200 South TOD Overlay area.

Included below is a synopsis of the maximum heights and densities allowed in surrounding jurisdictions.

<table>
<thead>
<tr>
<th>City</th>
<th>Maximum Height (stories)</th>
<th>Maximum Density (du/ac)</th>
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</thead>
<tbody>
<tr>
<td>Draper</td>
<td>4</td>
<td>35</td>
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<tr>
<td>South Jordan (I-15)*</td>
<td>20</td>
<td>Negotiated with City Council</td>
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<tr>
<td>South Jordan (town centers)*</td>
<td>5</td>
<td>Negotiated with City Council</td>
</tr>
<tr>
<td>Murray***</td>
<td>5+</td>
<td>Unlimited</td>
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<tr>
<td>Sandy</td>
<td>Planned as an area</td>
<td>Planned as an area</td>
</tr>
<tr>
<td>South Salt Lake</td>
<td>Planning Commission above 4</td>
<td>Unlimited</td>
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*One development approved at 17.8 du/ac; another at 52.8 du/ac
**One development approved at 36.2 du/ac
***Height may increase 1 foot for every foot beyond 100 feet from the nearest residential zone district

The first appeal is from the owners of the parcel located at 7300 South and 300 West. The appeal requests that this parcel be included in the 7200 South TOD Overlay. The second appeal is from ICO Multifamily Holdings, owners of the Applewood Mobile Home Park. Their appeal requests that the City consider increasing the TOD density from 25 to 35 dwelling units per acre, allowing
for 4 stories rather than 3 as is allowed in the RM-25 zone, and counting roads, railroads and the like in the residential buffer calculations.

Council Requests
Following an initial discussion with the Council on March 07, 2017, it was requested that a third set of zoning map amendments be provided for consideration which eliminate the TOD Overlay from the Planning Commission’s recommendation on all parcels except the existing Center Square development.

Another point of discussion with the Council was the 15-foot front setback requirement in this zone, which includes a 5-foot amenity strip and 10-foot sidewalk. For reference, the south building at Center Square is set back anywhere from 18 to 30 feet from the back of curb along Center Street with 14 feet of landscaping, a 4-foot sidewalk, and a minimum of 5 feet of landscaping between the sidewalk and building. Along Center Square the building is setback 15 to 22 feet from the back of curb.

MOTION: Councilmember Paul Hunt MOVED that in an effort to encourage the development of parcels proximate to TRAX stations while providing for the logical and orderly transition from the higher density development to the surrounding, stable, single-family neighborhoods, I move that we adopt Ordinance 2017-O-04 amending the existing TOD zone, creating the TOD Overlay zone, and amending the zoning map as noted in option 7200 South #2 Center Street #3. The motion was SECONDED by Councilmember Wayne Sharp. Mayor Seghini called for discussion on the motion. There being none she called for a roll call vote. The voting was as follows:

    Council member Stephen Brown   Aye
    Council member Paul Glover      Aye
    Council member Paul Hunt        Aye
    Councilmember Wayne Sharp       Aye
    Council member Quinn Sperry     Aye

The motion passed unanimously.

VIII. CLOSED SESSION TO DISCUSS THE CHARACTER, PROFESSIONAL COMPETENCE OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL.

MAYOR: Mayor JoAnn B. Seghini

COUNCIL MEMBERS: Council Member Wayne Sharp
                     Council Member Stephen Brown
                     Council Member Paul Glover
                     Council Member Paul Hunt
                     Council Member Quinn Sperry

STAFF: Phillip Hill, Asst. City Manager/CD Director; Laurie Harvey, Asst. City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; and Garrett Wilcox, Deputy City Attorney.
MOTION: Councilmember Wayne Sharp MOVED to go into a closed session to discuss the character, professional competence or physical or mental health of an individual. The motion was SECONDED by Councilmember Quinn Sperry. Mayor Seghini called for discussion on the motion. There being none the she called for a roll call vote. The voting was as follows:

- Council member Stephen Brown  Aye
- Council member Paul Glover  Aye
- Council member Paul Hunt  Aye
- Councilmember Wayne Sharp  Aye
- Council member Quinn Sperry  Aye

The motion passed unanimously.

The Council went into closed session at 8:14 p.m.

MOTION: Councilmember Wayne Sharp MOVED to reconvene into open session. Councilmember Stephen Brown SECONDED the motion. Mayor Seghini called for discussion on the motion. There being none, she called for a vote. The motion passed unanimously.

The Council reconvened into open session at 8:31 p.m.

IX. ADJOURN

MOTION: Councilmember Wayne Sharp MOVED to adjourn the meeting. Councilmember Paul Hunt SECONDED the motion. Mayor Seghini called for discussion on the motion. There being none, she called for a vote. The motion passed unanimously.

The meeting adjourned at 8:31 p.m.

Rori L. Andreason, MMC
H.R. DIRECTOR/CITY RECORDER

Approved this 18th day of April, 2017.
SUBJECT: Agreement with R.D.J. Construction, Inc. for the 2017 Waterline Projects

SUBMITTED BY: Keith Ludwig, P.E., City Engineer

SUMMARY:

As you are aware, we have made many improvements to our water system over the past several years including new transmission lines, storage tanks, well houses, and replacing old and undersized distribution mains.

Continuing in this vain and following the recommendations of our Water Master Plan, we have selected several more water distribution lines to replace. These include replacing lines in Roosevelt Street, between Princeton and Wasatch; Adams/Hoover Streets, between Princeton and Wasatch; North Grant Street, between Center and Park; and Baker Drive/Tera Circle & Newbold Circle, & 840 East. This project includes switching over and installing new water services, and fire hydrants.

Our consultant, Hansen, Allen, & Luce has designed the project which went out to bid on January 26th, 2015 and we held a bid opening on March 23rd, 2017. The City received 4 bids.

We evaluated the bids based on the criteria outlined in the bid documents, which include the bide price at 40% of the total score, approach to the project at 30% of the total score and past experience, including past work they have done with Midvale City, also at 30% of the total score.

Included is a copy of the bid sheet, evaluation sheet and bid abstract.

We carefully look at the approach that each contractor submits. We are concerned as to how they will handle access into homes and businesses, traffic control, the continuous operation of existing water lines while replacement lines are being installed, their approach to public relations, how they see the construction process progress, and any other aspect to this project that the contractor view as crucial to its success.

As you can see the low score went to R.D.J. Construction, and staff recommends awarding this bid to them. The City has not worked with R.D.J. Construction previously, but based on feed-back from references, we feel confident they can do the work in a timely and professional manner

FISCAL IMPACT: Their bid of $1,081,892.05 is within our budget of $1,116,000.
STAFF’S RECOMMENDATION AND MOTION:

I move that we approve Resolution No. 2017-R-15, approving the agreement with R.D.J. Construction Inc. for the construction of the 2017 Waterline Projects, and authorize the Mayor to sign the agreement.

Attachments:

Resolution 2015-R-15
Agreement
Bid documents
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 _____ day of ___________, 2017.

__________________________________________
JoAnn Seghini, Mayor

ATTEST:

______________________________
Rori L. Andreason,
City Recorder

Voting by the City Council

<table>
<thead>
<tr>
<th></th>
<th>“Aye”</th>
<th>“Nay”</th>
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<tbody>
<tr>
<td>Stephen Brown</td>
<td>_____</td>
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<td>Paul Glover</td>
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<td>Wayne Sharp</td>
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AGREEMENT FORM

THIS AGREEMENT dated as of the ______ day of ______, 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 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 2017 WATERLINE PROJECTS as listed in the Index of Drawings on Sheet G-2 of said drawings.
8.7. Addenda numbers ___ to ___ 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 ___________________ 2017.

Midvale City ______________________, OWNER

By: ____________________________________

[CORPORATE SEAL]

R.D.J. Construction Inc. _______________, CONTRACTOR

By: ____________________________________

[CORPORATE SEAL]

Attest: __________________________________

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

Attest: __________________________________

Address for Giving Notices:
1965 W 14200 S, Bluffdale, Ut 84065
P 080-889, Riverton, Ut 84065

License No.: 118

Agent for Service of Process:

____________________________

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

END OF SECTION

AGREEMENT FORM
Bid Bond

CONTRACTOR:
(Name, legal status and address)
RDJ Construction, Inc.
P.O. Box 868
Riverton, UT 84065

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
333 South Wabash Ave., 41st Flr.
Chicago, IL 60604

OWNER:
(Name, legal status and address)
Midvale City
7505 Holden Street
Midvale, UT 84047

BOND AMOUNT: Five Percent (5%) of Amount of Bid

PROJECT:
(Name, location or address, and Project number, if any)
2017 Waterline Project.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety’s consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor’s bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of March, 2017

RDJ Construction, Inc.
(Principal)
President

Western Surety Company
(Surety)

J. Michele Burraston, Attorney-in-Fact
(Title)

(Witness)

(CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.)

The American Institute of Architects’ legal counsel, copyright@aiacom.
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Terry H Buckner, J Michele Burraston, Randy C Emery, Chris A Lund, , Andrew Rendon, Individually

of Salt Lake City, UT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of April, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha ss

On this 4th day of April, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of March, 2017.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary
MIDVALE CITY

2017 WATERLINE PROJECTS

BIDDING DOCUMENTS

Project Engineer

HANSEN, ALLEN, & LUCE, INC.
Consultants/Engineers
6771 South 900 East
Midvale, Utah 84047
(801) 566-5599

COPY NO. _____

INSIDE COVER
PAGE 00 00 01 - 1
LEGAL NOTICE

BID ADVERTISEMENT

Sealed bids will be accepted at Midvale City Hall located at 7505 Holden Street, Midvale, Utah 84047 until 2:00 P.M. on Thursday, March 23, 2017 for the construction of:

Midvale City
2017 WATERLINE PROJECTS
February 2017

Bids will be publicly opened and read aloud at 2:00 P.M. on Thursday, March 23rd, 2017 at Midvale City Hall. A 5% bid bond is required. An electronic copy of the plans and specifications will be available on CD beginning Monday, March 6th, 2017 at 10:00 am at the office of HANSEN, ALLEN & LUCE, INC. located at 6771 South 900 East, Midvale, Utah 84047 at no charge. A non-mandatory Pre-Bid Conference for the project will be held at 10:00 A.M. on Thursday, March 16th, 2017, at Midvale City Public Works Building, 8196 South Main Street.

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, Harvard Circle, and Harvard Drive 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.

Midvale City Corporation reserves the right to reject any and/or all bids received, and waive any informality or technicality in bids received, when deemed in the best interest of the City.

Advertisement dates: March 4th, 5th, 11th, and 12th, 2017
DOCUMENT 00 10 00

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 edition) have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1. Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the owner.

2.2. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3. Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days of Owner's request written evidence such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities or others, and Owner does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

4.4. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain such examinations, tests and data concerning physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5. On request in advance, Owner may provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes, clean up and restore the site to its former conditions upon completion of such explorations as determined by the Owner.

4.6. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All
additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

4.7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

5. INTERPRETATIONS AND ADDENDA

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than five days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

6. BID SECURITY

6.1. Each Bid must be accompanied by Bid security made payable to Owner by cashier's check in an amount of five percent of the Bidder's maximum Bid price or in the form of a Bid Bond issued by a surety meeting the requirements of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven days after the Bid opening.

7. CONTRACT TIME

7.1. The Project shall be substantially completed 140 calendar days from the date of Notice to Proceed and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before 155 days from the date of Notice to Proceed.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1. If the Supplementary Conditions or Supplementary Instructions to Bidders requests the identity of any Subcontractors, Suppliers, or other persons or organizations to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall at the Bid opening submit to Owner a list of all such Subcontractors, Suppliers and
other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement containing pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and Owner may consider such price adjustment in evaluating Bids and making the contract award.

If apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but by his declining to make any such substitution, Owner may award the contract to the next Bidder that proposes to use acceptable Subcontractors, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to giving of the Notice of Award.

10.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

10.3. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. BID FORM

11.1. The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.

11.2. All blanks on the Bid Form must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names and addresses must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

11.8. Bids must be priced on a lump sum basis for any and all Schedules that the Contractor submits on as described in the Specifications and as provided for in the Bid Form.

11.9. The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents.

11.10 Bidders shall attach to the Bid Form all the information described below in the SELECTION CRITERIA section.

12. SUBMISSION OF BIDS

12.1. Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid and shall be included in an opaque sealed envelope, marked "18 Reservoir Transmission Pipeline" and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

12.2. The Bid form is to be completed and submitted with the Bid security and the following data:

A. A tabulation of the Bid consisting of Document 00 30 00 - Bid Form completely and correctly filled in;

INSTRUCTIONS TO BIDDERS
B. Document 00 41 00 - Bid Bond;
C. Document 00 42 00 - Contractor's Qualifications;
D. Document 00 43 00 - List of Subcontractors; and
E. Document 00 45 37 – Status Verification System Affidavit. OWNER’s requirements as to immigration status verification are set forth in the Document 00 80 00 – Supplementary Conditions. Specific requirements are set forth in the Status Verification System Affidavit.
F. Other items listed below in 15. SELECTION CRITERIA, including Past experience of Construction Foreman and Project Approach.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdrawal his Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

Bids will be opened and read aloud publicly at the date, time, and place indicated in the Invitation to Bid.

15. SELECTION CRITERIA

This project is to be awarded based on three criteria, each to be weighted as shown. The three criteria are: (1) Bid price; (2) Past experience of Bidder and Bidder's construction foreman assigned to this project, and past experience of Midvale City with Bidder; and (3) Approach to Project. Each of the three areas will be scored separately by the Owner, who will rank each Bidder. The best-ranked Bidder in each area will be given a 1, the second best a 2, and so forth. The ranking will then be weighted as shown below and totaled and the Bidder with the lowest total score will be awarded the project. Bidder should include information with his bid that addresses the three areas noted above, as described below.

A. Bid Price (40%): Bidder to completely fill out the Bid Schedule included in these specifications.

B. Past Experience of Bidder and Bidder's Construction Foreman assigned to this project and past experience of Midvale City with Bidder (30%): Bidder to prepare information highlighting his and his foreman's past experience on at least three (3) similar projects, including references. Midvale City will also consider any past experiences City has had with Bidder on any prior projects performed by Bidder for City.

C. Approach to Project (30%): Bidder to prepare a written narrative describing his approach to this project specifically addressing continuous operation of existing waterlines while replacement lines are being constructed, traffic control, access to business and private owner properties, continual utility service to abutting property owners, approach to public relations, how construction is to progress, and any other aspect to the project the Bidder views as crucial to its success.

16. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

17. AWARD OF CONTRACT

17.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

INSTRUCTIONS TO BIDDERS

00 10 00 - 4
17.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices or other data, as may be requested in the Bid Form or prior to the Notice of Award.

17.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers and other persons and organizations is requested by Owner. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

17.5 If the contract is to be awarded, it will be awarded in accordance with the selection criteria identified in Article 15 and to the responsive and responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.

17.6 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within thirty (30) days after the day of the Bid opening. Should there be reasons why the Notice of Award cannot be given within the thirty (30) days, time may be extended by mutual agreement between the Owner and the Successful Bidder.

18. CONTRACT SECURITY

The General Conditions and the Supplementary Conditions set forth Owner's requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to Owner it shall be accompanied by the required performance and payment Bonds.

19. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within ten days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner will deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification. Engineer will identify those portions of the Contract Documents not fully signed by the Owner and Contractor and such identification shall be binding on all parties.

20. FEDERAL AND STATE REQUIREMENTS

20.1 The Bidder shall comply with Equal Employment Opportunity / Affirmative Action Requirements (EEO / AAR).

20.2 The Successful Bidder shall comply with the requirements of the State of Utah Department of Environmental Quality, Air Quality Regulations (including R307-205 Emission Standards: Fugitive Emissions and Fugitive Dust, and R307-309 Fugitive Emissions and Fugitive Dust, of the Utah air Conservation Rules UACR). Note that it is the Bidders responsibility to prepare, submit, and obtain approval from the Executive Secretary for the dust control plan required under these regulations.

END OF DOCUMENT
PART 1 - GENERAL

A. The following ADDENDUM (with attachments and drawings) shall be made part of the Bidding Documents, and the bidder shall acknowledge receipt thereof on page 1 of the BID FORM.

B. This addendum does not change the bid date. It is still Thursday, March 23, 2017.

1.1 DOCUMENT INCLUDES

A. Changes to the Bid Documents.

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as MIDVALE CITY – 2017 WATERLINE PROJECTS

1.3 PRE-BID CONFERENCE QUESTIONS

A. The following are questions asked at the pre-bid conference with answers:

Q: Does Midvale City have a specified location where the spoils from the project may be deposited?
A: Midvale City does not have a specified location for depositing spoils. It will be the responsibility of the contractor to find a location. (See Section 31 23 15, 3.1.A)

Q. Is there a requirement regarding the maximum distance that the disturbed areas may be left without asphalt replacement?
A. Midvale City does not have a maximum distance requirement. In fact they would prefer that the asphalt be laid consecutively in any of the given construction areas to minimize seams; however, they would like asphalt to be laid upon completion of each of the individual construction areas (B, C, D, and E on the bid schedule). An emphasis was added on the importance of the upkeep of the gravel in the disturbed areas and the importance to maintain the SWPPP while asphalt has not been replaced.

B. The following are questions or clarifications that have been addressed since the pre-bid conference.

Q: What is the City’s timeline regarding the start date for construction?
A: Midvale had previously stated that they were looking for a start date immediately upon awarding the project. After further consideration Midvale has stated that they are willing to work with the Contractor on the start date; however, they do not want the completion date to go past October 15th. The October 15th
completion date will take precedence over the 155 days to final completion if an agreement is made to push back the start date.

Q. With regard to the water usage to meet the demands of the SWPPP will it be required to rent a meter from Midvale City to track the water usage? Will there be charge for the water used to comply with the SWPPP?

A. Midvale will keep track of water usage either through the number of loads used or a hydrant meter will be provided by the City. In either case there will be no charge for use of the meter or for the water used.

**PART 2 - CHANGES**

Addendum to include Location and Description of Change:

<table>
<thead>
<tr>
<th>Item</th>
<th>Location</th>
<th>Description of Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>00 30 00</td>
<td>Delete the existing Section 00 30 00 in its entirety and replace with the attached Section 00 30 00 Bid Form. The quantity of Bid Item C.1 [8” Dia. C-900 PVC Waterline (Including 8” DIP at Specified Sewer Crossings)] has been changed.</td>
</tr>
</tbody>
</table>

This Addendum shall be incorporated into and made part of the Bidding Documents.

**END OF DOCUMENT 00 91 13.1**
PROJECT IDENTIFICATION:

2017 Waterline Project

THIS BID IS SUBMITTED TO:

Midvale City, 7505 Holden Street, Midvale, Utah 84047

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. OWNER has a specific budget and reserves the right to award all or portions of the bid schedule (Sections A, B, C, D, & or E in Bid Schedule below) at the specified price(s) in the bid schedule to meet budget constraints. The portions of the project to be completed will be specified at the time of Award.

3. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.

4. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged: (List Addenda by Addendum Number and Date):

   B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

   C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

   D. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Supplementary. BIDDER accepts the determination set forth in paragraph SC-5.03 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraphs 5.03 and 5.04 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

   E. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

   F. BIDDER has correlated the information known to BIDDER, information and, observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
G. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. In submitting this bid, BIDDER acknowledges that the following selection criteria will be used to award this project, and has attached the required information to enable that evaluation:

This project is to be awarded based on three criteria, each to be weighted as shown. The three criteria are: (1) Bid price, (2) Past experience of Bidder and Bidder’s construction foreman assigned to this project and past experience of Midvale City with Bidder, and (3) Approach to Project. Each of the three areas will be scored separately by the Owner, who will rank each Bidder. The best-ranked Bidder in each area will be given a 1, the second best a 2, and so forth. The ranking will then be weighted as shown below and totaled and the Bidder with the lowest total score will be awarded the project. Bidder should include information with his bid that addresses the three areas noted above, as described below:

A. Bid Price (40%): Bidder to completely fill out the Bid Schedule included in these specifications.

B. Past Experience of Bidder and Bidder’s Construction Foreman assigned to this project (30%): Bidder to prepare information highlighting his and his foreman’s past experience on at least three (3) similar projects, including references. Past project experience must involve installing water lines in city streets involving existing utilities. A waterline installed in a new subdivision without any existing major utility will NOT be considered a similar project. Midvale City will also consider any past experience the City has had with the Bidder on any prior projects performed by the Bidder for the City.

C. Approach to Project (30%): Bidder to prepare a written narrative describing his approach to this project specifically addressing continuous operation of existing waterlines while replacement lines are being constructed, traffic control, access to business and private owner properties, continual utility service to abutting property owners, approach to public relations, how construction is to progress and any other aspect to this project the Bidder views as crucial to its success.

The above information is to be attached to the Bid Form and made a part of the bid.

6. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

**BASE BID SCHEDULE OF THE “2017 WATERLINE PROJECTS”:**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Bid Amount</th>
<th>Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A - General</td>
<td>Mobilization and Demobilization</td>
<td>1</td>
<td>L.S.</td>
<td>$40,791.81</td>
<td></td>
</tr>
<tr>
<td>B - Roosevelt Street</td>
<td>8&quot; Dia. C-900 PVC Waterline</td>
<td>2,509</td>
<td>L.F.</td>
<td>$50.82</td>
<td>$127,507.28</td>
</tr>
<tr>
<td></td>
<td>Sta. 1+00 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$3,160.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sta. 7+40.17 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$3,160.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sta. 7+44.74 Connection (Including 12&quot; Dia. PVC)</td>
<td>1</td>
<td>L.S.</td>
<td>$6,160.98</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sta. 16+86.58 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$7,513.58</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sta. 26+22 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$3,169.72</td>
<td></td>
</tr>
<tr>
<td></td>
<td>New Fire Hydrant Assembly</td>
<td>3</td>
<td>Each</td>
<td>$5,083.41</td>
<td>$15,248.23</td>
</tr>
<tr>
<td></td>
<td>Remove Existing Fire Hydrant and Valve Box</td>
<td>3</td>
<td>Each</td>
<td>$1,911.69</td>
<td>$5,735.07</td>
</tr>
<tr>
<td></td>
<td>Remove Valve Box on Existing Water Line</td>
<td>6</td>
<td>Each</td>
<td>$427.23</td>
<td>$3,163.38</td>
</tr>
<tr>
<td></td>
<td>Replace Existing Galvanized Water Service</td>
<td>49</td>
<td>Each</td>
<td>$1,571.18</td>
<td>$78,311.82</td>
</tr>
</tbody>
</table>
# Midvale City
## 2017 Waterline Project

<table>
<thead>
<tr>
<th>B.11</th>
<th>Materials Testing</th>
<th>1</th>
<th>L.S.</th>
<th>$2,525.25</th>
</tr>
</thead>
<tbody>
<tr>
<td>B.12</td>
<td>Construction Surveying</td>
<td>1</td>
<td>L.S.</td>
<td>$1,818.18</td>
</tr>
<tr>
<td>B.13</td>
<td>Potholing Major Utilities</td>
<td>6</td>
<td>Each</td>
<td>$1,274.44</td>
</tr>
<tr>
<td>B.14</td>
<td>Implementation of the SWPPP</td>
<td>1</td>
<td>L.S.</td>
<td>$1,553.80</td>
</tr>
<tr>
<td><strong>B-TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$24,824.24</strong></td>
</tr>
</tbody>
</table>

### C - Adams Street, Cornell Street, Harvard Circle, & Harvard Drive

<table>
<thead>
<tr>
<th>C.1</th>
<th>8&quot; Dia. C-900 PVC Waterline (Including 8&quot; DIP at Specified Sewer Crossings)</th>
<th>3,403</th>
<th>L.F.</th>
<th>$51.42</th>
<th>174,989.24</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.2</td>
<td>Sta. 1+00 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$4,793.99</td>
<td></td>
</tr>
<tr>
<td>C.3</td>
<td>Sta. 5+37.09 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$3,547.04</td>
<td></td>
</tr>
<tr>
<td>C.4</td>
<td>Sta. 5+48.92 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$4,124.87</td>
<td></td>
</tr>
<tr>
<td>C.5</td>
<td>Sta. 9+38.17 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$3,347.04</td>
<td></td>
</tr>
<tr>
<td>C.6</td>
<td>Sta. 9+47.80 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$3,347.04</td>
<td></td>
</tr>
<tr>
<td>C.7</td>
<td>Sta. 16+28.52 Connection (including 8&quot; Gate Valve at Sta. 16+24)</td>
<td>1</td>
<td>L.S.</td>
<td>$4,163.68</td>
<td></td>
</tr>
<tr>
<td>C.8</td>
<td>Sta. 24+51.19 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$4,503.47</td>
<td></td>
</tr>
<tr>
<td>C.9</td>
<td>Sta. 27+46.20 Connection (Including 8&quot; Gate Valve at Sta. 27+40.25)</td>
<td>1</td>
<td>L.S.</td>
<td>$3,911.70</td>
<td></td>
</tr>
<tr>
<td>C.10</td>
<td>Sta. 27+58.54 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$3,343.02</td>
<td></td>
</tr>
<tr>
<td>C.11</td>
<td>Sta. 29+00.94 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$2,460.19</td>
<td></td>
</tr>
<tr>
<td>C.12</td>
<td>Sta. 3+96.04 Connection (Harvard Drive)</td>
<td>1</td>
<td>L.S.</td>
<td>$2,858.17</td>
<td></td>
</tr>
<tr>
<td>C.13</td>
<td>Remove Valve Box on Existing Water Line</td>
<td>8</td>
<td>Each</td>
<td>$637.23</td>
<td>$5,098.24</td>
</tr>
<tr>
<td>C.14</td>
<td>Remove Valve and Valve Box and Cap</td>
<td>1</td>
<td>Each</td>
<td>$1,191.71</td>
<td>$1,191.71</td>
</tr>
<tr>
<td>C.15</td>
<td>Remove Existing Fire Hydrant and Valve Box</td>
<td>4</td>
<td>Each</td>
<td>$2,818.72</td>
<td>$11,275.08</td>
</tr>
<tr>
<td>C.16</td>
<td>New Fire Hydrant Assembly</td>
<td>4</td>
<td>Each</td>
<td>$5,113.71</td>
<td>$20,454.84</td>
</tr>
<tr>
<td>C.17</td>
<td>Replace Existing Galvanized Water Service</td>
<td>78</td>
<td>Each</td>
<td>$1,558.48</td>
<td>$121,764.44</td>
</tr>
<tr>
<td>C.18</td>
<td>Replace Curb, Gutter, Drive Approach &amp; Landscaping (Sta. approx. 25+00 to 25+28)</td>
<td>28</td>
<td>L.F.</td>
<td>$854.83</td>
<td>$2,404.08</td>
</tr>
<tr>
<td>C.19</td>
<td>Remove Existing 4&quot; Waterline Between 2-4&quot; Gate Valves (Adams and Harvard)</td>
<td>1</td>
<td>L.S.</td>
<td>$1,911.70</td>
<td></td>
</tr>
<tr>
<td>C.20</td>
<td>Remove and Replace Existing 8&quot; Clay Sewer Pipe (20 feet each)</td>
<td>4</td>
<td>Each</td>
<td>$3,421.41</td>
<td>$13,685.64</td>
</tr>
<tr>
<td>C.21</td>
<td>Remove and Replace Existing 10&quot; Clay Sewer Pipe (20 feet each)</td>
<td>3</td>
<td>Each</td>
<td>$4,628.00</td>
<td>$14,884.00</td>
</tr>
<tr>
<td>C.22</td>
<td>CLSM Backfill</td>
<td>387</td>
<td>L.F.</td>
<td>$30,30</td>
<td>$11,720.10</td>
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<tr>
<td>C.23</td>
<td>Materials Testing</td>
<td>1</td>
<td>L.S.</td>
<td>$4,545.45</td>
<td></td>
</tr>
<tr>
<td>C.24</td>
<td>Construction Surveying</td>
<td>1</td>
<td>L.S.</td>
<td>$2,659.25</td>
<td></td>
</tr>
<tr>
<td>C.25</td>
<td>Potholing Major Utilities</td>
<td>10</td>
<td>Each</td>
<td>$958.50</td>
<td>$9,585.00</td>
</tr>
<tr>
<td>C.26</td>
<td>Implementation of the SWPPP</td>
<td>1</td>
<td>L.S.</td>
<td>$2,659.25</td>
<td></td>
</tr>
<tr>
<td><strong>C-TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$436,431.80</strong></td>
<td></td>
</tr>
</tbody>
</table>

### D - Grant Street

<table>
<thead>
<tr>
<th>D.1</th>
<th>8&quot; Dia. C-900 PVC Waterline</th>
<th>737</th>
<th>L.F.</th>
<th>$54.17</th>
<th>39,923.28</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.2</td>
<td>Sta. 1+00 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$2,891.20</td>
<td></td>
</tr>
<tr>
<td>D.3</td>
<td>Sta. 8+39.55 Connection</td>
<td>1</td>
<td>L.S.</td>
<td>$1,162.80</td>
<td></td>
</tr>
<tr>
<td>D.4</td>
<td>Remove Valve Box on Existing Water Line</td>
<td>1</td>
<td>Each</td>
<td>$1,371.24</td>
<td>$1,371.24</td>
</tr>
<tr>
<td>D.6</td>
<td>New Fire Hydrant Assembly</td>
<td>1</td>
<td>Each</td>
<td>$1,113.73</td>
<td>$1,113.73</td>
</tr>
<tr>
<td>D.7</td>
<td>Replace Existing Galvanized Water Service</td>
<td>23</td>
<td>Each</td>
<td>$2,110.65</td>
<td>$361,029.55</td>
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<tr>
<td>D.8</td>
<td>Materials Testing</td>
<td>1</td>
<td>L.S.</td>
<td>$9,591.60</td>
<td></td>
</tr>
<tr>
<td>D.9</td>
<td>Construction Surveying</td>
<td>1</td>
<td>L.S.</td>
<td>$1,675.07</td>
<td></td>
</tr>
</tbody>
</table>

**BID FORM ADDENDUM 1 - 3/21/2017****

00 30 00 - 3
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Bid Amount</th>
<th>Total Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-1</td>
<td>Extend Existing Copper Water Service</td>
<td>1</td>
<td>Each</td>
<td>$1,048.87</td>
<td>$1,048.87</td>
</tr>
<tr>
<td>A-2</td>
<td>Connect Existing Copper Water Service</td>
<td>1</td>
<td>Each</td>
<td>$1,048.87</td>
<td>$1,048.87</td>
</tr>
</tbody>
</table>

7. BIDDER accepts the provisions of the Agreement as to contract time and liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

8. The following documents are attached to and made a condition of this Bid:

   Required Bid Security in the form of a certified check or Bid Bond.
   Evaluation criteria described above.
   Document 00 45 37 – Status Verification System Affidavit
9. Communications concerning this Bid shall be addressed to:

ENGINEER at the address indicated below.
Hansen, Allen & Luce, Inc.
6771 South 900 East
Midvale, Utah 84047
(801) 566-5599
Attn. Tyler Allen, P.E. – Project Engineer

OWNER at following address:
Midvale City
7505 Holden Street
Midvale, Utah 84047
Attn. Keith Ludwig, P.E. – City Engineer

10. Terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on March 23, 2017

Contractor: Bob J. Construction Inc.
By: [Signature]
Title: President

Business Address: 1945 W. 14200 S., Bluffdale Ut. 84065
P.O. Box 889 Riverton Ut 84065

Phone Number: 801-254-6039 Fax Number: 801-254-5072

State Department of Business Regulation License No.: 2500291-5551

END OF SECTION
CONTRACTOR'S QUALIFICATION AND EXPERIENCE AFFIDAVIT

The Bidder shall furnish the following information. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

A. CONTRACTOR's name and Address:

R.B.J. Construction Inc.
1945 W. 14200 S. Bluffdale UT 84065
P.O. Box 889 Riverton UT 84065

B. CONTRACTOR's Representative: Jared Johnson

C. CONTRACTOR's Telephone Number: 801-254-6032

D. CONTRACTOR's License: Primary Classification E100

State License No. 250021-5551

Supplemental Classifications held, if any.

E. Number of years as a contractor in Construction Work of this type: 41

F. Names and titles of Principal Officers of CONTRACTOR's Firm:

Jared Johnson President

Deanna Johnson Vice President

G. Name of person who inspected site of proposed work for your firm:

Name: Jared Johnson Date of Inspection: 3/17/17

H. Name, address, and telephone number of surety company and agent who will provide the required bonds on this Contract:

The Buckner Company 6550 South Millrock Dr.
Suite 300, SLC, UT 84121 Ryan Stringham 801-365-0839
I. A certified copy of financial statement prepared during current fiscal year as prepared for bank or bonding company will not be required with submission of the bid, but may be required by the OWNER of the apparent successful bidder prior to award as part of the evaluation and review process.

J. List of current jobs now under construction (use additional sheets if necessary):

<table>
<thead>
<tr>
<th>Client Reference</th>
<th>Telephone No.</th>
<th>Dollar Amt.</th>
<th>Type of Job</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. None</td>
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K. List similar projects (regardless of size) completed within the last five years (use additional sheets if necessary):

<table>
<thead>
<tr>
<th>Client Reference</th>
<th>Telephone No.</th>
<th>Dollar Amt.</th>
<th>Type of Job</th>
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<tbody>
<tr>
<td>1. Attached</td>
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</table>

L. Have you ever failed to complete any work awarded to you? If so, when, where and why?

No
M. List your major equipment available for this Contract (use additional sheets if necessary):

Attached

 Attached

 Attached

 Attached

 Attached

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 Attached

 Attached

 Attached

 Attached

 Attached

 CONTRACTOR'S Signature

 - END OF DOCUMENT -
CONTRACTOR'S QUALIFICATION AND EXPERIENCE AFFIDAVIT

M. Major Equipment Available for this Contract

- 2017  Ford - 5-DTY F-550
- 2016  Dodge RAM 3500
- 2015  Dodge RAM 3500
- 2014  Asphalt Zipper AZ360B
- 2014  John Deere 135G
- 2014  MQ AR13HAR 2-Ton Roller
- 2014  Big Tex trailer--18'
- 2014  Kawasaki 70-Z
- 2013  John Deere 135G Excavator
- 2012  Hitachi 135
- 2008  Ford 550
- 2008  Kenworth T300 Water Truck
- 2007  Kenworth T 800 Dump Truck
- 2007  Clements Pup
- 2006  Kenworth T 800 Dump Truck
- 2006  Laymor Street Sweeper
- 2006  Big Tex Flat Trailer
- 2005  Ford F-150 Supercrew
- 2005  Hitachi 2X330 LC
- 2005  John Deere 35C Mini Ex
- 2005  Tilt Deck Flatbed Trailer
- 2004  Big Tex Dump Bed
- 2002  Hitachi Zaxis XZ200LC
- 2002  Kawasaki 70-Z
- 2000  John Deere 50ZTS Mini Excavator
- 2000  Clements Pup
- 1999  Sterling Vac Truck
- 1998  Case 590 Super L Loader Backhoe
- 1998  Kobelco SK200
- 1998  Kobelco SK300
- 1995  Kenworth Dump Truck
- 1995  Ford L 8000 Vac Truck
- Ingersoll Rand 185 Towable Compressor
- Hyster Forklift
- Ingersoll Rand Generator Set, Tow Behind
- Ingersoll Double Drum Ride-On Roller
The bidder shall list below the names and business address of each subcontractor who will perform Work under this Contract in excess of five percent (0.05) of the total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed without the written approval of the Owner.

NOTE: Attach additional sheets if required.

<table>
<thead>
<tr>
<th>WORK TO BE PERFORMED</th>
<th>SUBCONTRACTOR'S NAME AND ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Asphalt</td>
<td>Preferred Paving</td>
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<td>3290 West Director's Row Sect. 84104</td>
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- END OF DOCUMENT -
DOCUMENT 00 45 37

STATUS VERIFICATION SYSTEM AFFIDAVIT

PART 1  GENERAL

1.1 CONTRACTOR

A. Name: B. D. J. Construction Inc.

B. Address: 1945 W. 14200 S. Bluffdale Ut. 84065
P.O. Box 689 Riverton Ut. 84065

C. Telephone number: 801-254-1032

D. Facsimile number: 801-254-5072

1.2 OWNER

A. The name of the OWNER is Midvale City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as Midvale City 2017 Waterline Projects.

PART 2  REQUIREMENTS

2.1 REGISTRATION AND PARTICIPATION

A. CONTRACTOR has completed a status verification system registration process and is in compliance with the requirements of Utah Code Section 63G-11-103.

B. CONTRACTOR will supply their Company Information page from the status verification system’s website (screen shot of enrollment or company information page). The Company Information page shall be submitted in conjunction with this Document 00 45 37 – Status Verification System Affidavit.

C. CONTRACTOR will require similar affidavits of registration and participation, as well as Company Information pages from a status verification system website, for any subcontractor who works under the terms of these Contract Documents.

PART 3  EXECUTION

3.1 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: [Signature]

B. CONTRACTOR's Status Verification System ID Number: 582081

02/2017

Status Verification System Affidavit

141.37.100

PAGE 00 45 37 - 1
C. Please print name here: Deanna Johnson

D. Title: Vice President

E. CONTRACTOR's Utah license number: 250021-5551

Acknowledgment

State of: (Utah )
County of: (Salt Lake ) ss

The foregoing instrument was acknowledged before me this 22 day of March 2017 by Allison Wilcox, Notary (person acknowledging and title or representative capacity, if any).

Notary's signature

41350 S. 2200 W.
Residing at

April 11, 2021
My commission expires:

END OF DOCUMENT
Company Information

Company Name
R.D.J. CONSTRUCTION

Company ID Number
582081

Doing Business As (DBA) Name
-

DUNS Number
-

Physical Location
Address 1
1965 W. 14200 S.
Address 2
-
City
BLUFFDALE
State
UT
Zip Code
84065
County
SALT LAKE

Mailing Address
Address 1
P.O. BOX 889
Address 2
-
City
RIVERTON
State
UT
Zip Code
84065

Additional Information
Employer Identification Number
453149931

Total Number of Employees
5 to 9

Parent Organization
-

Administrator
-

Organization Designation
Employer Category
None of these categories apply

View / Edit

NAICS Code
238 - SPECIALTY TRADE CONTRACTORS

View / Edit

Total Hiring Sites

Jared Johnson

R.D.J. Construction, Inc.

TITLE: Project Manager/Scheduler/Chief Construction Superintendent

CERTIFICATIONS AND QUALIFICATIONS

- Owner/President of R.D.J. Construction, Inc. for 6 years
- Company incorporated in 1984
- Environmental Control Supervisor Certification - 2015
- Utah State Business and Law License - 1999
- Trench Shoring Competent Person Training - 2003
- Traffic Flagging School - 2004
- Rocky Mountain Power Safety Certification Class - 2007
- £100 Contractor License - 2009
- Confined Space Program - 2005

WORK EXPERIENCE

- South Valley Sewer District - 7 years- High velocity cleaning and pipe inspection truck experience.
- R.D.J. Construction, Inc.- 16 years-Pipe work, project management, 9 years superintendent experience, project foreman.

PROJECTS COMPLETED AS OWNER/SUPERINTENDENT/PROJECT MANAGER

4000 W Transite Replacement
Owner: South Jordan City; Ken Short, 801-254-3742
Engineer: Jones and DeMille Engineering, Inc.
Amount: $900,000.00
Started: August 2016
Completed: December 2016
Change Orders: 0
Contractor’s Project Manager: Jared Johnson
Contractor’s Superintendent: Kevin Freeman
Claims or Disputes: None
Description of Work: Furnish and install various sizes of C-900 PVC or HDPE in 4000 W to replace existing transite waterlines. Including all fittings, isolation valves, blow-off/wash-out assemblies; new 3/4-inch service reconnections; salvage, reuse and reconnection of existing meters to new laterals; replacement of setters, boxes, frames, and meter lids; boring under Welby Jacobs Canal, installing casing, spacers, pipe, and fittings; new hydrants; abandon and dispose of portions of existing transite lines; asphalt restoration, surface restoration, storm drain improvements. Additional 2000 LF of 12” added on to contract, with hydrants, services, etc.

Cedar Fort Culinary Water System Pressure Reducing Valves
Owner: Town of Cedar Fort, Weston Ault, 801-664-6305
Engineer: J-U-B Engineers, Inc., Brad Perkins, 801-226-0393
Amount: $131,668.76
Started: August 2016
Completed: August 2016
Change Orders: 0
Contractor’s Project Manager: Jared Johnson
Contractor’s Superintendent: Kevin Freeman
Claims or Disputes: None
Description of Work: Project consisted of creating a new pressure zone on an existing culinary water system by furnishing and installing five new pressure reducing stations, including associated road restoration and related work.

3450 West Waterline Replacement
Owner: Granger Hunter Improvement District; Jason Helm, 801-955-2201
Engineer: Granger Hunter Improvement District Engineering
Amount: $385,891.88
Started: May 2016
Completed: July 2016
Change Orders: 0
Contractor’s Project Manager: Jared Johnson
Contractor’s Superintendent: Kevin Freeman
Claims or Disputes: None
Description of Work: Installation of 2,480 ft. of 12-inch C900 DR 18 PVC waterline and appurtenances; restoration of asphalt pavement, landscaping and all other surface and subsurface improvements.
Well 1 to Well 12 Pipeline Project
Owner: Granger Hunter Improvement District; Jason Helm, 801-955-2201
Engineer: Granger Hunter Improvement District Engineering
Amount: $375,938.00
Started: April 2016
Completed: May 2016
Change Orders: 0
Contractor’s Project Manager: Jared Johnson
Contractor’s Superintendent: Kevin Freeman
Claims or Disputes: None
Description of Work: Installation of approximately 905 linear feet of 24-inch diameter C905 DR 18 PVC pipe; Testing, flushing and disinfection of the new waterline and appurtenances; Restoration of asphalt pavement, landscaping and all other surface and subsurface improvements.

Lehi Pressurized Irrigation Projects
Owner: Lehi City, Gary Thomas, 801-836-1040
Engineer: Trane Engineering
Amount: $302,665.82
Started: February 2016
Completed: April 2016
Change Orders: 0
Contractor’s Project Manager: Jared Johnson
Contractor’s Superintendent: Kevin Freeman
Claims or Disputes: None
Description of Project: 3500 LF of 8” C900 PVC; 15 hydrants, 6 hot taps, 10 connections, 70 services.

Murray Distribution Pipeline Replacements-Chevy Chase Area
Owner: Jordan Valley Water Conservancy District, Travis Christensen, 801-565-4300
Engineer: JVWCD
Amount: $2,275,000.00
Started: April 2015
Completed: November 2015
Change Orders: 3
Contractor’s Project Manager: Jared Johnson
Contractor’s Superintendent: Kevin Freeman
Claims or Disputes: None
Description of Project: consists of abandoning approximately 16,000 feet of 8” and 6” cast iron pipe in and around the Chevy Chase subdivision in Murray, Utah which were installed in the 1960s. Installation of new 8” C-900 PVC along with new fire hydrants and valves. Includes water main hot-tapping, excavation, and asphalt pavement and concrete replacement.

Porter’s Place Development
Owner: Ken Olsen/Gary McDougal; contact Ken Olson, 801-860-5785
Engineer: Focus Engineering & Surveying, Gregory Day, (801) 352-0075
Amount: $167,851.00
Started: March 11, 2015
Completed: March 27, 2015
Change Orders: 1
Contractor’s Project Manager: Jared Johnson
Contractor’s Superintendent: Kevin Freeman
Claims or Disputes: None
Description of Project: Install 546 LF of 8” sewer, 4” sewer laterals, 48” and 60” sewer manholes, connect to existing sewer manholes; install 540 LF 8” culinary waterline, 1” services, hydrants, connect to existing culinary line; install 8” irrigation main; connect to secondary waterline.

5000 West Sewer Project
Owner: South Valley Sewer District
Contact: Mike Foerster, 801-571-1166
Engineer: Ensign Engineering
Amount: $814,639.99
Started: September 2014
Completed: February 4, 2014
Description of Project: Installation of approximately 2,300 feet of 18-inch pipe, 8 polymer manholes, 509 feet of 30-inch steel casing (240’ of which installed utilizing trenchless methods), Kern River Gas Crossing, and surface restoration.
1300 E Waterline and Irrigation Line Replacement Project
Owner: Draper Irrigation Company
Contact: David Gardner, 801-571-2232
Engineer: Bowen Collins & Associates
Amount: $1,362,267.54
Started: May 2014
Completed: August 2014
Description of Project: Construction of culinary waterline with 4,201 ft. of 10-in. water pipe, steel pipeline casing across UTA railroad right-of-way, water services, hydrants, and abandoning existing water lines in work area.
Irrigation Line
Description of Project: Replace portions of existing 12" C900 PVC irrigation main, reconnect existing laterals, and install new meter box/vaults and service lateral lines.

Herriman Sewer Trench Repair Project
Owner: South Valley Sewer District
Contact: Mike Foerster, 801-571-1166
Engineer: South Valley Sewer District
Amount: $85,495.32
Started: September 9, 2014
Completed: September 19, 2014
Description of Project: Repair approximately 4900 square feet of sewer trench.

South Jordan City Riverwalk Storm Drain Repair Project
Owner: South Jordan City
Contact: Ken Short, 801-254-3742
Engineer: South Jordan City Engineering
Amount: $48,161.88
Started: August 2014
Completed: September 2014
Description of Project: Remove existing 12-inch ADS pipe as needed to install new system; furnish and install 6-foot diameter concrete storm drain manholes; furnish and install 18-inch RCP storm drain pipe; connect 4-inch PVC and 4-inch corrugated drain pipe to new manhole; connect new pipe to existing manhole; surface restoration.

2013 Transite Pipe Projects 4, 10a, 11
Owner: South Jordan City
Contact: Ken Short, 801-253-5203 ext. 1374
Engineer: City of South Jordan
Amount: $1,240,386.47
Started: 9/4/13
Completed: 12/2/13 (finish services in spring)
Description of Project: Installed 8336 ft. of 8-in. C-900 PVC, new services ¾-in. and 1-in.; replace meters, asphalt, fire hydrants, landscape, and concrete.

2013 Fireflow Phase 1
Owner: City of South Jordan
Contact: Ken Short 801-253-5203 ext. 1374
Engineer: City of South Jordan
Amount: $999,342.07
Completed: 10/8/2013
Description of Project: Installed approx. 7000 ft. of 8-in. PVC on 11 different schedules; installed fire hydrants, meter boxes, services, asphalt, landscaping and concrete.

13200 S Widening Project
Owner: Draper City
Contact: ACME Construction, General Contractor Buster Hafen, 801-910-9801
Engineer: Epic Engineers, Kyle Carlson 801-955-5605
Amount: $171,631.58
Completed: May 2013
Description of Project: Subcontractor to ACME Construction. Pothole utilities, 1350 feet of 15-in. and 18-in. RCP, sewer cleanouts, 4x4 cleanout boxes, loop 6-in. pressurized irrigation main, and loop 12-in. culinary water main.

3200 N Waterline
Owner: Lehi City Water Department
Contact: Water Department, 801-768-7120
Engineer: MW Brown Engineering, 801-377-1790
Amount: $177,272.84
Completed: April 2013
Description of Project: Installed 1627 ft. 10" pipe, all fittings and valves; Installed 1627 ft. of 16" pressure irrigation pipe and 24" culvert, asphalt.
2012 Fashion Blvd Water
Owner: Murray City
Contact: Danny Astill, 801-270-2443
Engineer: Bowen Collins and Associates, 801-495-2224
Amount: $319,633.92
Completed: 10/2/12
Description of Project: Installed 2810 ft. of 8-in. Ductile Iron Pipe, all fittings, meter boxes, water loops and asphalt.

Eagle Crest Pump Removal
Owner: South Valley Sewer District
Contact: Mike Forrester, 801-571-1166
Engineer: South Valley Sewer District
Amount: $13,954.20
Started: 10/9/12
Completed: 10/11/12
Description of Project: Lift Station Abandonment

11800 Road Widening South Jordan City
Owner: South Jordan City
Contact: Ken Short, 801-254-3742
Engineer: South Jordan City
Amount: $700,000.00
Completed: 08/03/2012
Description of Project: Installed 2626 ft. of 8-in. C900, all fittings, fire hydrants, service connections, saw-cut, asphalt, utility conduit crossings, power utility transformer pads, storm drain boxes, site grubbing, 12-in. PVC, sewer manhole, 18-in. ADS storm drain, new meters, concrete curb/gutter, sidewalk, driveway approaches, power source for irrigation, sod, electrical, landscaping.

2011 Waterline Replacement
Owner: Taylorsville Bennion Improvement District
Contact: Kevin Finn, 801-968-9081
Engineer: Bowen Collins and Associates, Tena Campbell, 801-557-9730
Amount: $1,157,427.26
Completed: 9/30/2011
Description of Project: Installed 13565 ft. 8-in. 900 PVC, all connection, fire hydrants, 255 meter boxes, asphalt, landscaping.

5600 West Sewer
Owner: South Valley Sewer Improvement District
Engineer: Mike Foerster, 801-571-1166
Amount: $312,935.18
Completed: 12/30/10
Description of Project: Installed: 800 ft. 15-in. sewer, 2100 ft. 12-in. sewer, 1950 ft. 10-in. sewer 700 ft. 8-in. sewer, (10) 4 ft. manholes, (8) 5 ft. manholes, (1) 5 ft. manhole in 1800 South.

Taylorsville 2010 Waterline
Owner: Taylorsville Bennion Improvement District, Kevin, 801-968-9081
Engineer: Bowen Collins and Associates, Tena Campbell, 801-557-9730
Amount: $711981.18
Completed: 10/08/10
Description of Project: Installed: 2655 ft. of 10-in. C900 PVC, 6571 ft. of 8-in. C900 PVC, all connections, all fire hydrants, 131 meter boxes, asphalt, landscaping.

700 East Pressurized Irrigation Replacement
Owner: Draper Irrigation
Completed: 2009
Contract Total: $579,662.17
Contact: Dave Gardner: 801-571-2232 or 801-301-3538
Description of Project: Worked in UDOT right of way; installed 3670 ft. of 14-in. Pressured Irrigation Waterline, 1465 ft. of 12-in. Pressured Irrigation Waterline, also installed 8-in. and 6-in., replaced asphalt, sod, curb, gutter and signs.

Thanksgiving Meadows
Owner: McArthur Homes
Contact: Steve McArthur, 801-870-3232
Completed: 2008
Amount: $1,437,544.56
Description of Project: Plat A&B: Installed 2050 ft. of 42-in. storm drain in railroad bed. Installed 1060 ft. of 10-in. PVC, 3046 ft. of 6-in. PVC; installed 12-in., 15-in., 18-in. and 42-in. RCP.
Utility Infrastructure Expansion
Owner: Salt Lake International Airport
Engineer: James Barron, 801-575-3422
Amount: $709,402.27
Completed: 2008
Description of Project: Installed 200 ft. of 27-in. RCP and 881 ft. of 30-in. RCP.

11800 South Water Line Transmission
Owner: South Jordan City
Contact: Jeremy Nielson: 801-254-3742
Completed: 2007
Amount: $2,675,498.00
Description of Project: Installed 6340 ft. of 30-in. DIP; installed 6505 ft. of 24-in. DIP; installed 3910 ft. of 20-in. DIP; Kern River crossing, bore under Welby Jacob Canal, PRV vaults.

Saratoga Springs Water SAR 134
Owner: Saratoga Springs City
Contact: Gilson Engineering; 801-571-9414
Completed: 2006
Amount: $346710.00
Description of Project: Worked in UDOT right of way; installed 2870' of 16" ductile along shoulder of SR-68, 1960 ft. of 12" ductile pipe, valves, hydrants, fittings, air vac station, secondary waterline project from new Jacob Ranch well pump house to existing waterline on Redwood Road.

Saratoga Springs Secondary Water Zone 2 SAR 152
Owner: Saratoga Springs City
Engineer: Gilson Engineer - Larry Gilson 801-571-9414
Completed: 2006
Amount: $474,024.35
Description of Project: Installed 3990 ft. of 16-in. ductile pipe, 311 ft. of 24-in. ductile pipe, air vac station, blow off stations and connections.
Title: Project Superintendent, Foreman, and Equipment Operator

Certifications and Qualifications:

- Trench Shoring Competent Person training (2003)
- Rocky Mountain Power safety certification (2007)
- Certified equipment operator (20 Years w/ RDJ Construction)
- Highly experienced pipe layer (35 years)
- RDJ Construction Inc Superintendent for 26 years; pipe work, project management, project foreman

Projects completed as Superintendent, Foreman, and Equipment Operator:

1. 4000 W Transite Replacement Project, South Jordan City
2. Cedar Fort Culinary Water System Pressure Reducing Valves, Town of Cedar Fort
3. 2016 3450 West Waterline Replacement Project, GHID
4. 2016 Well 1 to Well 12 Pipeline Project, GHID
5. 2016 Lehi Pressurized Irrigation Projects
6. 2015 Murray Distribution Pipeline Replacements Project Chevy Chase Area, JVWCD
7. 2015 Porters Place Development, Ken Olson/Gary McDougal
8. 2014 5000 West Sewer Project, South Valley Sewer District
9. 2014 1300 E Waterline and Irrigation Line Replacement Project, Draper Irrigation Company
10. 2014 Herriman Sewer Trench Repair, South Valley Sewer District
11. 2014 South Jordan Riverwalk Storm Drain Repair, South Jordan City
12. 2013 Transite Pipe Project, South Jordan City
13. 2013 Fire Flow Phase 1, South Jordan City
14. 2013 13200 South Widening Project, Draper City
15. 2013 3200 North Waterline, Lehi City
16. 2012 Fashion Blvd Water, Murray City
17. 2012 Eagle Crest Pump Station Removal, South Valley Sewer District
18. 2012 2700 West 11800 South Water and Roadway, South Jordan City
19. 2011 Waterline Replacement, Taylorsville Bennion
20. 2010 5600 W Sewer, South Valley Sewer District
21. 2010 Waterline Replacement, Taylorsville Bennion
22. 2009 700 East Pressure Irrigation, Draper Irrigation Company
23. 2008 Thanksgiving Meadows, McArthur Homes (Steve McArthur)
24. 2008 Utility Infrastructure Expansion, Salt Lake International Airport
25. 2007 11800 S. Water Line Transmission, South Jordan City
26. 2006 Saratoga Secondary Water Sar 134, Saratoga Springs City
27. 2006 Saratoga Secondary Water Zone 2 Sar 152, Saratoga Springs City
STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE: 07/12/1999
EXPIRATION DATE: 11/30/2017
ISSUED TO: R D J Construction Inc
1965 W 14200 S
P O Box 889
Riverton UT 84065

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)
250021-5551 Contractor Without LRF

DBAs: None Associated

E100
PROJECT APPROACH

At RDJ Construction quality is the priority. When it comes to scheduling, we assure that the project will be completed well within the time frame set forth by the owner. We schedule in such a way that we leave adequate time to deal with any unforeseen circumstances, while maintaining quality and staying within budget.

RDJ is very experienced in installing waterlines in residential as well as commercial areas, and will therefore be completing all of the pipe work. Appurtenant work, such as landscaping, concrete, and asphalt work will be sub-contracted out. When it comes to subcontractors, we only deal with those companies that have been able to produce the very highest quality product time after time.

The project manager, superintendent, and foreman were involved in all of the projects herein listed, and will be involved in the same capacity for this project. Our superintendent and foreman have been with RDJ Construction for many years, and hold a very personal interest in the success of every project. They will ensure that the project will be completed with the same high standard of quality that is shared by every project completed by RDJ Construction.

Project Order

We plan to work on the Midvale projects in the following order: (1) Roosevelt Street beginning at Wasatch Drive and working west (2) Adams Street, Cornell Street, Harvard Circle and Harvard Drive (3) Grant Street (4) Baker Drive, 840 East, Tara Circle, and Newbold Circle.

The replacement will be implemented in phases to limit traffic disruptions and inconvenience to residents, and to enable erosion and sediment control. Work on one project area will be fully completed before the next begins.

Public Relations

We make every effort to minimize impacts and inconvenience to residents, property owners, and drivers during construction. This involves making area residents, and drivers aware of upcoming construction, notifications and updates to affected parties throughout the project, anticipating and mitigating potential impacts including noise, dust, access, etc., and promptly addressing and resolving any questions, concerns, or complaints.

Jared Johnson will act as Public Relations Supervisor. Jared will be reachable 24-hours a day to respond to problems or complaints. Kevin Freeman, RDJ Superintendent, will act as backup contact. We will also have a crew member on call for dust control on Saturdays and Sundays.

Written notices will be delivered to area residents one week in advance of construction start in each project location. Door hangers will include project details, schedule, and contact information. Regular updates will be distributed to affected parties. Residents will be notified in person at least 2 days in advance before crossing driveway or access point. Driveways will remain open except during immediate timeframe of construction activities in front of residence.

All complaints/concerns will be addressed right away. Jared will contact property owners who have expressed concerns or registered complaints as soon as possible after being notified and will ensure the problem is resolved within 24 hours. We will follow-up with complainants 24 hours after resolution to ensure satisfactory results were obtained. Concerns and complaints will be logged.
Traffic Control

Traffic control will be provided by Barricade Services and will be designed and implemented to ensure driver and crew safety, minimize traffic disruptions and delays, and maintain access to residences. Disruptive work scheduled during non-peak daytime hours.

Emergency response providers near work areas will be notified in advance about construction locations, diversions, and schedule.

We will coordinate with the Utah Transit Authority when bus routes are affected.

Waterline Installation

Notice to Proceed April 2017; schedule preconstruction conference, obtain permits; notification to residents about project; traffic control set-up; submittals; mobilization of equipment to Roosevelt Street site; materials testing; staking; pothole utilities 200 ft.

Begin work mid-April on Roosevelt Street area. Install main along Roosevelt Street continue installing main on Roosevelt to Columbia Drive; go back and install hydrant; Continue installing main to Marquette Drive; install gate valves and cross, fill line with water from Wasatch to Marquette; continue installing main from Marquette to Princeton Drive, flush from Wasatch to Marquette and test; meanwhile fill line from Marquette to Princeton; repeat same process; Once waterline has passed bacterial tests, begin installing services. Waterline cap and kills on old main; go back and replace any concrete, curb, sidewalk; replace asphalt. Install water valve collars, clean road and gutter complete.

Once one phase is complete, implement same procedure on each subsequent project. Substantial completion 140 days after Notice to Proceed (September 2017); final completion 155 days after Notice to Proceed (October 2017).

To ensure continuous operation of existing waterlines while replacement lines are being constructed, we will install new waterline in sections, and then flush and test it. We will then connect existing services to the new main and then abandon the old main in sections as we go, as long as it has a two-way feed.

New fire hydrants will be installed and operational before taking old out.

Only the pipe and material delivered that can be used in a matter of two weeks will be delivered at one time, so we are not stringing pipes along yards.

For safety, trenches will be backfilled with compacted import to adjacent grade at the end of each work day and will be maintained throughout the project until asphalt is replaced.

Storm Water Pollution Prevention

Obtain necessary permits. Implement SWPPP provided by Midvale City; Jared Johnson will be designated person overseeing SWPPP and will be 24-hour emergency contact.

Train crew in implementation of SWPPP; ensure subcontractors are aware of and compliant with the SWPPP as well.

Inlet protection will be installed and checked regularly throughout the project.

Excavated material will be placed immediately into trucks and hauled off same day.

Backfill/compact/asphalt as soon as possible.

Use water truck and street sweater throughout the day to keep dust down to minimum.

Job site clean-up each day.

Clean curb and gutter every day where project work is occurring.

Perform inspections according to schedule, complete inspection reports and logs.
CONTRACTOR'S QUALIFICATION AND EXPERIENCE AFFIDAVIT

K. Similar Projects

4000 W Transite Replacement
Owner: South Jordan City; Ken Short, 801-254-3742
Engineer: Jones and DeMille Engineering, Inc.
Amount: $900,000.00
Started: August 2016
Completed: December 2016
Change Orders: 0
Contractor's Project Manager: Jared Johnson
Contractor's Superintendent: Kevin Freeman
Claims or Disputes: None
Description of Work: Furnish and install various sizes of C-900 PVC or HDPE in 4000 W to replace existing transite waterlines. All fittings, isolation valves, blow-off/wash-out assemblies; new 3/4-inch service reconnections; salvage, reuse reconnect existing meters to new laterals; replacement of setters, boxes, frames, and meter lids; boring under Welby Jacobs Canal, installing casing, spacers, pipe, and fittings; new hydrants; abandon and dispose of portions of existing transite lines; asphalt restoration, surface restoration, storm drain improvements. Additional 2000 LF of 12" added on to contract, with hydrants, services, etc.

Well 1 to Well 12 Pipeline Project
Owner: Granger Hunter Improvement District; Jason Helm, 801-955-2201
Engineer: Granger Hunter Improvement District Engineering
Amount: $375,938.00
Started: April 2016
Completed: May 2016
Change Orders: 0
Contractor's Project Manager: Jared Johnson
Contractor's Superintendent: Kevin Freeman
Claims or Disputes: None
Description of Work: Installation of approximately 905 LF of 24-inch diameter C905 DR 18 PVC; Testing, flushing, disinfection of new waterline and appurtenances; Restoration of asphalt, landscaping and all other surface and subsurface improvements.

3450 West Waterline Replacement
Owner: Granger Hunter Improvement District; Jason Helm, 801-955-2201
Engineer: Granger Hunter Improvement District Engineering
Amount: $385,891.88
Started: May 2016
Completed: July 2016
Change Orders: 0
Contractor's Project Manager: Jared Johnson
Contractor's Superintendent: Kevin Freeman
Claims or Disputes: None
Description of Work: Installation of 2,480 ft. of 12-inch C900 DR 18 PVC waterline and appurtenances; restoration of asphalt pavement, landscaping and all other surface and subsurface improvements.
Lehi Pressurized Irrigation Projects
Owner: Lehi City, Gary Thomas, 801-836-1040
Engineer: Trane Engineering
Amount: $302,665.82
Started: February 2016
Completed: April 2016
Change Orders: 0
Contractor’s Project Manager: Jared Johnson
Contractor’s Superintendent: Kevin Freeman
Claims or Disputes: None
Description of Project: 3500 LF of 8" C900 PVC; 15 hydrants, 6 hot taps, 10 connections, 70 services.

Murray Distribution Pipeline Replacements-Chevy Chase Area
Owner: Jordan Valley Water Conservancy District, Travis Christensen, 801-565-4300
Engineer: JWWCD
Amount: $2,275,000.00
Started: April 2015
Completed: November 2015
Change Orders: 3
Contractor’s Project Manager: Jared Johnson
Contractor’s Superintendent: Kevin Freeman
Claims or Disputes: None
Description of Project: consists of abandoning approximately 16,000 feet of 8" and 6" cast iron pipe in and around the Chevy Chase subdivision in Murray, Utah which were installed in the 1960s. Installation of new 8" C-900 PVC along with new fire hydrants and valves. Includes water main hot-tapping, excavation, and asphalt pavement and concrete replacement.

1300 E Waterline and Irrigation Line Replacement Project
Owner: Draper Irrigation Company
Contact: David Gardner, 801-571-2232
Engineer: Bowen Collins & Associates
Amount: $1,362,267.54
Started: May 2014
Completed: December 2014
Description of Project: Construction of culinary waterline with 4,201 ft. of 10-in. water pipe, steel pipeline casing across railroad right-of-way, water services, hydrants, and abandoning existing water lines in work area. Replace portions of existing 12" C900 PVC irrigation main, reconnect existing laterals, and install new meter box/vaults and service lateral lines.

2013 Transite Pipe Projects 4, 10a, 11
Owner: South Jordan City
Contact: Ken Short, 801-253-5203 ext. 1374
Engineer: City of South Jordan
Amount: $1,240,386.47
Started: September 4, 2013
Completed: December 2, 2013 (Spring - finish services)
Description of Project: Installed 8336 ft. of 8-in. C-900 PVC, new services ¾-in. and 1-in.; replace meters, asphalt, fire hydrants, landscape, and concrete.

2013 Fireflow Phase 1
Owner: City of South Jordan
Contact: Ken Short 801-253-5203 ext. 1374
Engineer: City of South Jordan
Amount: $999,342.07
Completed: 10/8/2013
Description of Project: Installed approx. 7000 ft. of 8-in. PVC on 11 different schedules; installed fire hydrants, meter boxes, services, asphalt, landscaping and concrete.
13200 S Widening Project
Owner: Draper City
Contact: ACME Construction, General Contractor Buster Hafen, 801-910-9801
Engineer: Epic Engineers, Kyle Carlson 801-955-5605
Amount: $171,631.58
Completed: May 2013
Description of Project: Subcontractor to ACME Construction. Pothole utilities, 1350 feet of 15-in. and 18-in. RCP, sewer cleanouts, 4x4 cleanout boxes, loop 6-in. pressurized irrigation main, and loop 12-in. culinary water main.

3200 N Waterline
Owner: Lehi City Water Department
Contact: Water Department, 801-768-7120
Engineer: MW Brown Engineering, 801-377-1790
Amount: $177,272.84
Completed: April 2013
Description of Project: Installed 1627 ft. of 10-in. pipe and all fittings and valves; installed 1627 ft. of 16-in. pressure irrigation pipe and 24-in. culvert, and asphalt.

2012 Fashion Blvd Water
Owner: Murray City
Contact: Danny Astil, 801-270-2443
Engineer: Bowen Collins and Associates, 801-495-2224
Amount: $319,633.92
Completed: 10/2/12
Description of Project: Installed 2810 ft. of 8-in. Ductile Iron Pipe, all fittings, meter boxes, water loops and asphalt.

11800 Road Widening South Jordan City
Owner: South Jordan City
Contact: Ken Short, 801-254-3742
Engineer: South Jordan City
Amount: $700,000.00
Completed: 08/03/2012
Description of Project: Installed 2626 ft. of 8-in. C900, all fittings, fire hydrants, service connections, saw-cut, asphalt, utility conduit crossings, power utility transformer pads, storm drain boxes, site grubbing, 12-in. PVC, sewer manhole, 18-in. ADS storm drain, new meters, concrete curb/gutter, sidewalk, driveway approaches, power source for irrigation, sod, electrical, landscaping.

2011 Waterline Replacement
Owner: Taylorsville Bennion Improvement District
Contact: Kevin Finn, 801-968-9081
Engineer: Bowen Collins and Associates, Tena Campbell, 801-557-9730
Amount: $1,157,427.26
Completed: 9/30/2011
Description of Project: Installed 13565 ft. 8-in. 900 PVC, all connection, fire hydrants, 255 meter boxes, asphalt, landscaping.

Taylorsville 2010 Waterline
Owner: Taylorsville Bennion Improvement District, Kevin, 801-968-9081
Engineer: Bowen Collins and Associates, Tena Campbell, 801-557-9730
Amount: $711,981.18
Completed: 10/08/10
Description of Project: Installed: 2655 ft. of 10-in. C900 PVC, 6571 ft. of 8-in. C900 PVC, all connections, all fire hydrants, 131 meter boxes, asphalt, landscaping.
## ENGINEER'S ESTIMATE

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Unit Bid Amount</th>
<th>Bid Amount</th>
<th>Unit Bid Amount</th>
<th>Bid Amount</th>
<th>Unit Bid Amount</th>
<th>Bid Amount</th>
<th>Total Bid Amount</th>
</tr>
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<tbody>
<tr>
<td>Remove and Replace Existing 8&quot; Clay Sewer Pipe (20 feet each)</td>
<td>L.F.</td>
<td>$3,916.76</td>
<td>$520.00</td>
<td>$86.00</td>
<td>$2,800.00</td>
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<td>$750.00</td>
<td>$4,500.00</td>
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<td>Materials Testing</td>
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<td>$4,890.00</td>
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<td>MIDVALE CITY Connection (20 feet each)</td>
<td>L.S.</td>
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<td>$40,791.81</td>
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<td>Remove Valve Box on Existing Water Line</td>
<td>L.S.</td>
<td>$8,300.00</td>
<td>$8,800.00</td>
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<td>$1,330,064.00</td>
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**Total Bid Amount:** $1,330,064.00

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### ADDITIVE BID ALTERNATE

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<th>Item Description</th>
<th>Unit</th>
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<th>Unit Bid Amount</th>
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<th>Unit Bid Amount</th>
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<tbody>
<tr>
<td>A-1 Existing Existing Copper Water Service</td>
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<td>A-2 Existing Existing Copper Water Service</td>
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**Total Bid Amount:** $2,169.74

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## COMMENT

- **Time:** 3:00 pm
- **Location:** 2207 WATERTOWN PROJECT
- **Subject:** Bid Schedule Summary
- **Date:** 20-Mar-17
# 2017 Waterline Projects

**BID OPENING:** March 23, 2017 at 2:00 p.m.

<table>
<thead>
<tr>
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<th>BID TOTAL</th>
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<th>Addendums</th>
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<tr>
<td>RDJ Construction Inc.</td>
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<td>✓</td>
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<tr>
<td>Cody Ekker Construction Inc.</td>
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<tr>
<td>Silver Spur Construction</td>
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<td>✓</td>
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<tr>
<td>Noland &amp; Son Construction Inc.</td>
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## Evaluation:

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<th>Silver Spur</th>
<th>Noland</th>
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<tr>
<td>1 Bid Price</td>
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<td>2 Experience</td>
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<td>4</td>
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<tr>
<td>3 Approach</td>
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### Criteria

<table>
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<tr>
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<th>Cody Ekker</th>
<th>Silver Spur</th>
<th>Noland</th>
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<td>1.6</td>
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<td>2 0.3</td>
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<tr>
<td>3 0.6</td>
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Note: Lowest number obtained gives rating for best overall ranking score.

### Ranking

<table>
<thead>
<tr>
<th>RDJ</th>
<th>Cody Ekker</th>
<th>Silver Spur</th>
<th>Noland</th>
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<tbody>
<tr>
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<td>4</td>
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</tbody>
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Recommendation: Award Project to RDJ Construction