RESOLUTION NO. 2019-R-11

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 Jordan Valley Water Conservancy District (the District) provides culinary water service to an area within the corporate boundaries of Midvale City, more specifically in the area generally east of 900 East, referred to as the Jordan Valley Water Conservancy District Retail Area (Retail Area); and

WHEREAS, the City and the District desire to have the Retail Area serviced by the City and memorialized this desire in a Memorandum of Understanding dated February 2014; and

WHEREAS, the City’s consultant, Hansen, Allen & Luce, Inc. (HAL), with input from City and District staff, has designed a project that will disconnect the Retail Area from the District’s distribution lines to City lines entitled ‘Jordan Valley Water Conservancy District Retail Area Take Over Project’ (Project); and

WHEREAS, the 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 Project to Noland & Son Construction Company; and

WHEREAS, an agreement has been prepared between the City and Noland & Son Construction Company.

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 Noland & Son Construction Company for the construction of the Jordan Valley Water Conservancy District Retail Area Take Over Project.

APPROVED AND ADOPTED this 2nd day of April, 2019.

[Signature]
Robert M. Hale, Mayor

ATTEST:

[Signature]
Roni L. Andreason, City Recorder
<table>
<thead>
<tr>
<th>Voting by the City Council</th>
<th>&quot;Aye&quot;</th>
<th>&quot;Nay&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bryant Brown</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Paul Glover</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Quinn Sperry</td>
<td></td>
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<tr>
<td>Paul Hunt</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Dustin Gettel</td>
<td>✓</td>
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</tbody>
</table>
DOCUMENT 00 50 00

AGREEMENT FORM

THIS AGREEMENT dated as of the __________ day of March, 2019, is by and between Midvale City (hereinafter called OWNER), and Noland and Son Construction Co., 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 five different drinking water pipeline replacement projects throughout Midvale, Utah and twelve different locations where connections/disconnections from Jordan Valley Water Conservancy District (JWWCD) waterlines are to be completed. The Princeton Drive project consists of roughly 1,812 feet of 10" diameter PVC. The 900 East project consists of about 1,373 feet of 12" diameter PVC. The Husky Drive project consists of about 630 feet of 8" diameter PVC. The 7180 South project consists of roughly 869 feet of 8" diameter PVC. The Chapel Hill Drive project consists of 1,783 feet of 8" diameter PVC. The 7800 South project consists of switching over existing waterlines and services from an existing JWWCD pipeline to an existing 24-inch Midvale pipeline from 1000 East to 1175 East. The connection/disconnection projects are located at the following locations: 900 East and Essex Court Way, 7083 South and 900 East, 6990 South and South Union Park Avenue, 7070 South and Union Park Avenue, 1000 East and South Union Avenue, 1191 East and 7575 South, 1000 East and Ridge Hill Lane, 1000 East and Casa Roja Street, and 7250 South and Union Park Avenue. At several of the connections/disconnections and at water service change orders, abandonment of the remaining waterlines at JWWCD waterline will also need to be completed. Each of the projects also may include 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.
859 West South Jordan Parkway, Suite 200
South Jordan, UT 84095

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 115 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 130 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 71, 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 JVWCD RETAIL AREA TAKEOVER DESIGN 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 3-8 2019.

Midvale City

By: [Signature]

Attest: [Signature]

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

[CORPORATE SEAL]

Noland & Son Construction

By: [Signature]

Attest: [Signature]

Address for Giving Notices:
1350 W. 7900 S.
West Jordan, UT 84088

[CORPORATE SEAL]

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

License No.: 231300-5501

Agent for Service of Process:

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

END OF SECTION
May 14, 2014

To Whom It May Concern

The following is a list and signatures of the Corporate Officers for Noland & Son Construction Company, Inc. who has the authorization to sign for the corporation:

Kathleen Noland-Dotson/President

Doug Noland/Vice-President

State of Utah
County of Salt Lake

On the 14th of May, 2014, personally appeared before me, Kathleen Noland-Dotson and Doug Noland, who being by me sworn, says that they are the President and Vice-President of Noland & Son Construction Company, Inc. the corporation that executed the above and foregoing statement.

Cheryl McMillan
Notary Public Signature & Seal

My commission expires: April 4, 2018

Should you have any questions concerning this matter, please feel free to contact me at (801)566-7219.

Sincerely

Kathleen Noland-Dotson
President