MIDVALE CITY COUNCIL MEETING
AGENDA
April 16, 2019

PUBLIC NOTICE IS HEREBY GIVEN that the Midvale City Council will hold a regular meeting on the 16th day of April 2019 at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

6:00 PM – Dahl Conference Room
COUNCIL BUSINESS

6:30 PM – Council Chambers
INFORMATIONAL ITEMS

I. DEPARTMENT REPORTS
   - Admin Services Report
   - RDA Report

II. UPD & UFA DEPARTMENT REPORTS

III. CITY MANAGER REPORT

7:00 PM
REGULAR MEETING

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

V. PUBLIC COMMENTS
   Any person wishing to comment on any item not otherwise scheduled for public hearing 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.

VI. COUNCIL REPORTS
   A. Councilmember Dustin Gettel
   B. Councilmember Paul Glover
   C. Councilmember Quinn Sperry
   D. Councilmember Bryant Brown
   E. Councilmember Paul Hunt

VII. MAYOR REPORT
A. Mayor Robert M. Hale

VIII. CONSENT AGENDA
A. Consider Minutes of April 2, 2019 [Rori Andreason, H.R. Director/City Recorder]

B. Set Date and Time [May 7, 2019 at 7:00 P.M.] for a Public Hearing to Consider the Adoption of the Midvale City Tentative Budgets for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020 [Bryce Haderlie, Assistant City Manager/Admin Services Director]

IX. ACTION ITEMS
A. Consider Resolution No. 2019-R-12 Authorizing the Mayor to enter into an Agreement with Miller Paving for the Foxbridge Area Project [Keith Ludwig, City Engineer]

B. Consider a Final Subdivision Plat for the Union Manor Subdivision located at 987 East 7240 South from applicant Greg Hansen [Alex Murphy, Associate Planner]

X. DISCUSSION ITEMS
A. Discuss FY2020 Midvale City Tentative Budget [Kane Loader, City Manager]

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

XII. 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 day 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 also posted at the following locations on the date and time as posted above: 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 12, 2019

RORI L. ANDREASON, MMC
H.R. DIRECTOR/CITY RECORDER
CITY COUNCIL MEETING
Minutes
Tuesday April 2, 2019
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Robert M. Hale

COUNCIL MEMBERS: Council Member Dustin Gettel
Council Member Paul Glover
Council Member Quinn Sperry - Excused
Council Member Bryant Brown
Council Member Paul Hunt

STAFF: Kane Loader, City Manager; Bryce Haderlie, Asst. City Manager/Admin. Services Director; Brian Berndt, Asst. City Manager/CD Director; Rori Andreason, HR Director/City Recorder; Lisa Garner, City Attorney; Matt Dahl, Redevelopment Agency Director; Glen Kennedy, PW Director; Chief Randy Thomas, UPD; Battalion Chief Larson, UFA; and Jake Shepherd, Network Administrator.

The pre-meeting workshop began at 6:00 p.m.

COUNCIL BUSINESS
Staff and Council discussed agenda items as well as updates from staff.

Brian Berndt updated the Council on the homes on Adams Street regarding the UDOT I-15 Construction. There have been 38 homes vacated with 26 of them demolished.

INFORMATIONAL ITEMS
I. DEPARTMENT REPORTS
   • Public Works
Glen Kennedy reported that the parks and cemetery are currently working on the parks and open space with our contracted landscaper to check backflows, irrigation systems, and checking for leaks and repairs. They are de-winterizing the parks restrooms and will be open soon. The park staff attended baseline irrigation system training. Streets have been working on water leak patches and potholes. The storm drain has been working on sweeping the city streets. Sewer staff have replaced transducers in the wet well that was not reading correctly. The water staff have been working on the fluoride system to get it up and running automated, the way that is was designed to do. We have been working on a mandatory report that the SL County Health sent out to cities requesting their fluoride policy and procedures.
Mayor Robert Hale thanked the Public Works department for their quick response and speedy repair.

- **Community Development**
  Keith Ludwig reported on scheduled road and construction projects for the upcoming season. Projects included Foxbridge, curb, gutter sidewalk in portions of center square and 7800 South east of 1000 East, waterline projects and storm drain projects. He is working with UDOT and the I-15 expansion.

**II. Unified Police Department Report**
Chief Randy Thomas reported on critical incidences that took place in Midvale City. They have coordinated with the Road Home to install a metal detector that was part of the state audit for security. UPD has a new app for your smart and android phones. The app will have detailed links, and information. They just received the DARE truck that was ordered about seven months ago. The Dare Officer that works at Midvale Middle School has a program already started in the school. The truck will be wrapped with logos and will ride in parades.

Chief Brad Larson said he put in four slots for the UFA Fire School 101 in May, so that the Council can attend.

**III. City Manager Report**
Kane Loader reported on a meeting they attended with Workforce Services regarding our grant for our police officers. We requested funding for shelter police officers. The grant was approved. We are sharing the funding with South Salt Lake. We have an additional grant that we had from prior year that is still in place. Next year, in 2020, we will get a full 1.3 million dollars. We had a developer approach the city regarding property in the city park. The property is actually owned by the school district. The school district referred the developer to the city. The city met with the developer regarding the property. If the property was developed it would not be good when the city has events in the park. The city did not agree to this purchase development. He reported that Brian Berndt, Assistant City Manager/CD Director, will be retiring.

Mayor Hale called the business meeting to order at 7:03 p.m.

**IV. GENERAL BUSINESS**

A. **WELCOME AND PLEDGE OF ALLEGIANCE**

B. **ROLL CALL** - Council Members Paul Hunt, Dustin Gettel, Paul Glover, and Bryant Brown were present at roll call and Council Member Quinn Sperry is excused.

C. **PROCLAMATION DECLARING MAY 18, 2019 AS KIDS TO PARK DAY**
Mayor Hale read the proclamation declaring May 18, 2019 as Kids to Park Day

**V. PUBLIC COMMENTS** – There was no one who desired to speak.

**VI. COUNCIL REPORTS**
A. **Council Member Dustin Gettel** – reported on a couple of positive articles regarding pygmy goats. He would like to get those types of articles on Midvale City Facebook page. Also, he has been watching the balconies at Florentine Villas which have not yet been fixed. We may want to get Code Enforcement involved since it’s a bad impression of the city and the development. Transgender Day event is honored on March 31st. Midvale has a high LGBTQ population.

B. **Council Member Paul Glover** – Had nothing to report.

C. **Council Member Quinn Sperry** – Absent

D. **Council Member Bryant Brown** – Had nothing to report.

E. **Council Member Paul Hunt** – Thanked staff for a great budget retreat. He felt it went very well this year.

VII. **MAYOR REPORT**

Mayor Robert Hale – Reported on the County Council Meeting that UTA was discussing the future roll out of a micro transit pilot. This will take care of the first mile transit for people that are not close to a UTA route. This will be fully implemented roughly in about two and half to three years. The census 2020 is a very important date. Census is the means by which government knows how to push the tax dollars back down that can be used by the citizens in our communities. He invited everyone to mark your calendars for April 1, 2020 as a very important day in your civic life. We need an accurate count. Some of the response rates in 2010 in our districts, were only at 67%. We need full participation from our community.

VIII. **CONSENT AGENDA**

A. **CONSIDER MINUTES OF March 19 & 21, 2019**

**MOTION:** Council Member Paul Glover MOVED to approve the consent agenda. The motion was SECONDED by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none then he called for roll call vote. The voting was as follows:

- Council Member Quinn Sperry Absent
- Council Member Paul Glover Aye
- Council Member Paul Hunt Aye
- Council Member Bryant Brown Aye
- Council Member Dustin Gettel Aye

The motion passed unanimously.

IX. **ACTION ITEMS**

A. **CONSIDER RESOLUTION NO. 2019-R-11 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH NOLAND CONSTRUCTION FOR THE CONSTRUCTION OF THE JORDAN VALLEY WATER CONSERVANCY DISTRICT RETAIL TAKEOVER**
Keith Ludwig stated for some time now the City and Jordan Valley Water Conservancy District (JVWCD) has been planning for the City to take over water deliveries in the JVWCD retail area. This was included in a Memorandum of Understanding (MOU) between the City and JVWCD dated February 2014.

The City’s consultant, Hansen, Allen, & Luce has designed a project which separates that area from JVWCD distribution lines and connects it to City lines. Also included in this project is the replacement of the water line in Princeton Drive.

This project went out to bid on January 23rd, 2019. We held a bid opening on February 7th, 2019 and received two bids. One from RDJ Construction and one from Noland & Son Construction. We have worked with these contractors previously and have had good experiences with them.

We evaluated the bids based on the criteria outlined in the bid documents, which include the bid 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.

Staff carefully looks at the approach that each contractor submits. They 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.

Staff looks at the past experience of the contractor especially on projects they have done for us in the past.

As you can see the high score went to Noland Construction and staff recommends awarding this bid to them. The City has worked with Noland Construction on previous projects and feels confident they can do the work in a timely and professional manner.

As your next regular Council Meeting will not be until April 16th, I am asking for a suspension of the rules so that you can take action on this item tonight.

**FISCAL IMPACT:** Their bid of $1,419,590 will be financed through bond proceeds and the annual $500,000 budgeted in the water capital improvement fund. Also, as some of this work benefits JVWCD directly they will participate financially to the tune of $108,160.

**MOTION:** Council Member Paul Hunt MOVED to suspend the rules and approve Resolution No. 2019-R-11 approving the agreement with Noland & Son Construction for the construction of the Jordan Valley Water Conservancy District Retail Area Take Over Project and authorize the Mayor to sign the agreement. The motion was SECONDED by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none then he called for roll call vote. The voting was as follows:
Council Member Quinn Sperry  Absent
Council Member Paul Glover  Aye
Council Member Paul Hunt  Aye
Council Member Bryant Brown  Aye
Council Member Dustin Gettel  Aye

The motion passed unanimously.

X.  ADJOURN

MOTION:  Council Member Paul Glover MOVED to adjourn the meeting. The motion was SECONDED by Council Member Paul Hunt. Mayor Hale called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 7:23 p.m.

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

Approved this 16th day of April 2019.
SUBJECT:  
Agreement with Miller Paving, Inc. for the Foxbridge Area Project

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

SUMMARY:

The City has received CDBG funds for the Foxbridge Area project.

We had the plans and specifications finalized and put this project out for bid on March 18th, 2019. We held a bid opening on April 4th, 2019, and after evaluating the bids, determined that Miller Paving was the lowest responsible bidder.

We have worked with Miller Paving before on several projects, including CDBG funded projects and they have performed well. They also are familiar with the requirements that go along with federally funded projects and do a great job in meeting those requirements.

An award letter was sent to Miller Paving and an agreement has been prepared for this project.

We will hold a preconstruction meeting with Miller Paving as soon as possible so that they can get this project underway.

As your next regular Council Meeting is not until May 7th, and we would like to get Miller Paving working on this as soon as possible, I am asking for a suspension of the rules so that you can take action on this item tonight.

FISCAL IMPACT:  
As will many of our CDBG projects, the funding for this project will consist of a combination of CDBG and B&C Road funds.

STAFF’S RECOMMENDATION AND MOTION:

I move that we suspend the rules and approve Resolution No. 2019-R-12, approving the agreement with Miller Paving Inc. for the construction of the Foxbridge Area Project and authorize the Mayor to sign the agreement.
Attachments:

Resolution No. 2019-R-12
Agreement
Bid Docs
RESOLUTION NO. 2019-R-12

WHEREAS, Midvale City has received CDBG funds for the Foxbridge Area project; and

WHEREAS, design drawings and specification have been prepared to meet City standards; and

WHEREAS, the City advertised the Foxbridge Area Project to solicit bids from qualified contractors to construct this project; and

WHEREAS, the City held a public bid opening on April 4th, 2019; and

WHEREAS, the City has evaluated these bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the Foxbridge Area Project to Miller Paving Inc.; and

WHEREAS, an agreement has been prepared between the City and Miller Paving, 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 Miller Paving, Inc. for the construction of the Foxbridge Area Project.

APPROVED AND ADOPTED this ______ day of ____________, 2019.

__________________________
Robert M. Hale, Mayor

ATTEST:

__________________________
Rori L. Andreason,
City Recorder

Voting by the City Council

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<thead>
<tr>
<th></th>
<th>“Aye”</th>
<th>“Nay”</th>
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<tbody>
<tr>
<td>Bryant Brown</td>
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<td>Paul Glover</td>
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<td>Quinn Sperry</td>
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<td>Paul Hunt</td>
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<td>Dustin Gettel</td>
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DOCUMENT 00300

BID FORM

PROJECT IDENTIFICATION:

Foxbridge Drive

THIS BID IS SUBMITTED TO:

Midvale City
7505 South 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 for the Contract Price and within the Contracted Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. 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 submit 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.

3. 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):

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<tr>
<th>Date</th>
<th>Number</th>
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B. BIDDER has visited the City 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. This Bid genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in the conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work for the prices shown on the attached Bid Schedule. Estimated quantities are not guaranteed and are sole for the purpose of comparison of Bids and determination of initial Contract Price in accordance with the General Conditions. Other items of work defined in the specifications and/or drawings, but not listed in the Bid Schedule(s) and shall be paid for under the bid items listed to which it is related. Final payment will be based on actual quantities for unit price items and bid price for lump sum items. Bidder shall make no claims for anticipated profits or additional compensation for any increase or decrease in quantities.
A. Determination of Quantities: It is further understood that the actual quantities will be determined by Midvale City upon completion of the work. Measurements of Quantities shall be as specified under the particular section of construction specification pertaining to that item.

B. Elimination of Work: It is understood that the Owner shall have the right to eliminate portions of the work, should it decide it is in its best interest to do so.

5. BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

**BID SCHEDULE A**

Shall include all work for the construction of the Foxbridge Dr. Project, including but not limited to the demolition to accomplish the work, curb, gutter and sidewalk replacement, subgrade evaluation and modifications, restoration of landscaping and other surface features, pavement installation and grading, and all other items necessary to complete the work as shown on the drawings and described in the specifications.

**TOTAL BID SCHEDULE A**

Three hundred thirty seven thousand
Six hundred eight dollars and ten cents

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<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
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<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td>L.S.</td>
<td></td>
<td>2,200.00</td>
<td>2,200.00</td>
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<tr>
<td>2</td>
<td>REMOVE AND REPLACE 14 ADA RAMP</td>
<td>S.F.</td>
<td>1,392</td>
<td>12.98</td>
<td>18,026.40</td>
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<tr>
<td>3</td>
<td>SAWCUT, REMOVE, AND REPLACE ASPHALT (parking lot)</td>
<td>S.F.</td>
<td>98</td>
<td>5.00</td>
<td>490.00</td>
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<tr>
<td>4</td>
<td>REMOVE AND REPLACE FLARED DRIVE APPROACH (10)</td>
<td>S.F.</td>
<td>1,265</td>
<td>14.00</td>
<td>17,710.00</td>
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<tr>
<td>5</td>
<td>REMOVE AND REPLACE 6’ WATERWAY</td>
<td>L.F.</td>
<td>175</td>
<td>112.00</td>
<td>19,600.00</td>
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<td>6</td>
<td>REMOVE AND REPLACE 4’ SIDEWALK</td>
<td>S.F.</td>
<td>580</td>
<td>12.75</td>
<td>7,395.00</td>
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<td>7</td>
<td>REMOVE AND REPLACE CURB &amp; GUTTER</td>
<td>L.F.</td>
<td>672</td>
<td>43.00</td>
<td>28,896.00</td>
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<td>8</td>
<td>WATERWAY TRANSITION STRUCTURE</td>
<td>S.F.</td>
<td>2,078</td>
<td>18.50</td>
<td>38,443.00</td>
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<td>9</td>
<td>ADJUST MANHOLE</td>
<td>E.A.</td>
<td>15</td>
<td>450.00</td>
<td>6,750.00</td>
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<td>10</td>
<td>REMOVE AND REPLACE CONCRETE COLLAR</td>
<td>E.A.</td>
<td>15</td>
<td>450.00</td>
<td>6,750.00</td>
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<td>11</td>
<td>REMOVE AND REPLACE BOLLARD</td>
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<td>1</td>
<td>200.00</td>
<td>200.00</td>
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<td></td>
<td>Description</td>
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<td>Quantity</td>
<td>Unit Rate</td>
<td>Amount</td>
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<tr>
<td>12</td>
<td>REMOVE AND REPLACE CONCRETE PAD</td>
<td>S.F.</td>
<td>50</td>
<td>8</td>
<td>$400.00</td>
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<tr>
<td>13</td>
<td>RESET WATER VALVE ELEVATION AND ADD COLLAR</td>
<td>E.A.</td>
<td>1</td>
<td>500.00</td>
<td>$500.00</td>
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<tr>
<td>13A</td>
<td>REMOVE AND REPLACE ASPHALT (4&quot; ASPHALT, ROADWAYS)</td>
<td>S.F.</td>
<td>74,176</td>
<td>1.95</td>
<td>$144,643.20</td>
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<td>14</td>
<td>REMOVE AND REPLACE ASPHALT (3&quot; ASPHALT, ROADWAYS)</td>
<td>S.F.</td>
<td>74,176</td>
<td>1</td>
<td>Do not include in total</td>
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<td>CURB PAINTING (RED)</td>
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<td>130</td>
<td>2.25</td>
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<td>INSTALL CROSSWALK MARKINGS</td>
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<td>3.25</td>
<td>$312.00</td>
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<td><em>RESTORATION IMPROVEMENTS</em></td>
<td>L.S.</td>
<td>-</td>
<td>-</td>
<td>15,000</td>
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<td>18</td>
<td><em>SUBGRADE STABILIZATION</em></td>
<td>L.S.</td>
<td>-</td>
<td>-</td>
<td>30,000</td>
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</table>

Total Bid Amount $337,608.10

NAME OF BIDDER Miller Paving, Inc. DATE 4.04.19

COMPLETION DATE:

I/We guarantee to complete the work within a 90-day substantial completion and a 120-day final completion, after receipt of Notice to Proceed should I/We be the successful bidder.

Liquidated damages for this portion of the work is $750.00 per calendar day.

This bid shall remain good for 60 days after bid opening. Unit prices shall remain in effect for the period of 18 months commencing with the bid date.

Bidders are required to submit to the Midvale City a copy of their State of Utah Contractor’s License, including a statement of licensure limits. If bidder has request an increase of monetary licensure limits, a copy of that request must be attached to the Bid at the time the Bid is submitted to the Midvale City.
To the City of Midvale

Gentlemen:

The undersigned, in compliance with you invitation for bids for the

**Foxbridge Drive Project**

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposed to furnish all labor, materials and supplies as required for the work in accordance with the contact documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this Proposal is a part:

Quantities shown are approximate. Owner reserves the right to increase quantities by 50% or decrease quantities by 50% from the above stated unit prices to stay within budget.

I/we guarantee to complete the work by **120 days from Notice to Proceed**, should I/we be the successful bidder.

(Signature)

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a. Communication concerning this Bid shall be addressed to the following address:

Midvale City Corporation  
7505 South Holden Street  
Midvale, Utah 84047

b. The terms used in this Bid which are defined in the General Conditions of Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

SUBMITTED on **April 4th 2019**  
Contractor **Miller Paving, Inc.**  
By **Robert C. Miller** (President)

Business Address **P.O. Box 571039 Murray, UT 84157-1039**  
Phone No. **801.262.5922** Date **4.04.19**

State Department of Business Regulation License No.  
**General Contractor: 292926-5501**  
**Business License #1561**
BID SECURITY

Upon receipt of “Notice of Acceptance” of this bid, the undersigned agrees to execute the Contract within five (5) days and deliver the Payment Bond and the Performance Bond in the prescribed form in amount One Hundred Percent (100%) of the General Construction Contract Price for faithful performance of the Contract. The Certified Check, Cashier’s Checks or Bid Bond attached, in the amount of no less than five percent (5%) of the above bid sum, shall become the property of the City in the event that the Contract is not negotiated and/or the Owner’s Protective Bonds are not delivered within the time set forth, as liquidated damages for the delay and additional expense caused thereby.

Enclosed is 

Bid Bond

(Certified Check, Cashier’s Checks or Bid Bond)

sum of 

Sixteen thousand eight hundred thirty-eight dollars and forty-one cents

($16,838.41)

(5% of Bid)
1. Materials
   1. Portland Cement Concrete Supplier: Geneva Rock Products
   2. Asphaltic Concrete Supplier: Granite Construction Company

2. Subcontracted Information
   Work Subcontracted: Stripping
   Name of Subcontractor: RW Stripping
   Maverick Milling

3. Contractor Information
   Bidder's Representative: Miller Paving Inc. - Bruce Cunningham
   Name:
   Address: P.O. Box 571039
             Murray, UT 84157-1039
   Telephone: 801-262-5922
   Contractor License No.: 297925-5501
   Issuing State: Utah
   License Type: General Contractors

   Submitted By:
   Company:
   By:
   Title:

   SEAL
   (If a Corporation)

   P.O. Box 571039
   Business Address
   Murray, UT 84157

   DATE: 4.04.19

   City and State
DOCUMENT 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Miller Paving, Inc., hereinafter called the Principal, as Principal, and the Western Surety Company, of a corporation duly organized under the laws of the State of South Dakota, hereinafter called the Surety, as Surety, are held and firmly bound unto Midvale City, hereinafter called the Obligee, in the sum of Five Percent of the Bid Amount DOLLARS ($5% of the Bid Amt.). For the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL HAS SUBMITTED A BID FOR:

"Foxbridge Drive"

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which the Obligee 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.

SIGNED AND SEALED this 4th day of April A.D. 20XX

PRINCIPAL: Miller Paving, Inc.

By: [Signature]

In the Presence of:

Witness

Witness Lindsey Plattner

Western Surety Company

Surety

Title: [Title]

BID BOND 00410-1
On April 04, 2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Western Surety Company

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/18/2020

Lindsey Plattner  Notary Public
Western Surety Company

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

Tina Davis, Lindsey Plattner, Lisa Hall, Linda Nipper, 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 9th day of July, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha

On this 9th day of July, 2018, 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

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinafore 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 4th day of April, 2019.

L. Nelson, Assistant Secretary

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.
STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE: 11/30/2009
EXPIRATION DATE: 11/30/2019
ISSUED TO: Miller Paving Incorporated
PO BOX 571039
MURRAY UT 841571039

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)
292925-5501 Contractor With LRF
DBAs: None Associated
E100, S400
Murray City Corporation
4646 South 500 West, Murray, UT 84123

BUSINESS LICENSE
THIS LICENSE EXPIRES 11/30/2019

MILLER PAVING, INC.
PO Box 571039
Murray, UT 84157

Business ID #: 1561
License #: 1561
License Expires: 11/30/2019

This certifies that MILLER PAVING, INC. is authorized to conduct business as:
Heavy Construction NEC at: 5640 S Riley Ln

Date Issued: 11/15/2018
Employees: 52
Vehicles: 33

By ____________________________
Mayor

By ____________________________
City Recorder

This License is NOT Transferable
PROJECTS COMPLETED FOR MIDVALE CITY CORPORATION

1. MIDVALE 9TH AVE ROADWAY RECONSTRUCTION
   Completion: 2016
   Scope of Work: Earthwork, grade, pave, concrete site work, storm drain and minor landscape restorations.

2. LENNOX STREET RECONSTRUCTION
   Completion: 2016
   Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

3. HEATHER STREET RECONSTRUCTION
   Completion: 2010
   Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

4. LASALLE – HOOVER STREETS
   Completion: 2010
   Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape
5. **COOLIDGE STREET RECONSTRUCTION**

Completion: 2008

Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

6. **PINE STREET RECONSTRUCTION**

Completion: 2006

Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

7. **ELM STREET RECONSTRUCTION**

Completion: 2006

Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

8. **LOCUST STREET RECONSTRUCTION**

Completion: 2006

Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

We Thank You for Your Business throughout the years.

Sincerely,

Bob Miller

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**MILLER PAVERS INC.**

P.O. BOX 571039 / MURRAY, UTAH 84157-1039 / 801.262.5922 / FAX 801.262.5974

5640 SOUTH RILEY LANE / MURRAY, UTAH 84107-1557
MAJOR ROAD PROJECTS COMPLETED

1. Murray City 6600 South Project
   Location: Murray, Utah
   Contracted with Murray City Corporation
   Superintendent: John Perryman
   Contract Amount: $615,328.10
   Completion Date: 10/01/18
   Material Supplier: Granite Construction, WindRiver Recycling
   Scope of Work: Earthwork, Fine Grading, Rotomill, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair
   Contact: Chris Zawislak (801) 712-9379

2. South Jordan City 2017 Overlay
   Location: South Jordan, Utah
   Contracted with South Jordan City Corporation
   Superintendent: John Perryman
   Contract Amount: $1,402,409.50
   Completion Date: 09/01/17
   Material Supplier: Granite Construction
   Scope of Work: Mill and overlay, raise and lower valves.
   Contact: Deven Serr (801) 253-5203 Ext# 1372
3. **Pepperwood Drive Sidewalk Project**

   Location: Sandy City, Utah

   Contracted with Sandy City Corporation

   Superintendent: Bruce Cunningham

   Contract Amount: $115,341.00

   Completion Date: 06/12/17

   Material Supplier: Granite Construction

   Scope of Work: Earthwork, Fine Grading, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair

   Contact: Raymond Reeves (801)568-2981

4. **Midvale 9th Ave Reconstruction**

   Location: Midvale City, Utah

   Contracted with Midvale City Corporation

   Superintendent: Bruce Cunningham

   Contract Amount: $392,111.00

   Completion Date: 10/31/16

   Material Supplier: Granite Construction

   Scope of Work: Earthwork, Fine Grading, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair

   Contact: Keith Ludwig (801)256-2574
5. **Chevy Chase Road Improvements**

   Location: Murray City, Utah

   Contracted with Murray City Corporation

   Superintendent: Kelly Rodgers

   Contract Amount: $357,900.00

   Completion Date: 07/31/16

   Material Supplier: Granite Construction

   Scope of Work: Earthwork, Fine Grading, Rotomill, Pulverize, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair

   Contact: Mike Pfeiffer (801)270-4050

6. **Lennox Street Reconstruction**

   Location: Midvale, Utah

   Contracted with Midvale City Corp

   Superintendent: Bruce Cunningham

   Contract Amount: $179,559.00

   Completion Date: 05/31/16

   Material Supplier: Granite Construction/Asphalt Material Inc./Geneva Rock Products

   Scope of Work: Earthwork, Fine Grading, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Catch Basins, Landscape Repair

   Contact: Keith Ludwig (801)256-2574
7. **Park City Main Street**

   Location: Park City

   Contracted with Park City Municipal Corporation

   Superintendent: Bruce Cunningham

   Contract Amount: $923,393

   Completion Date: 2015

   Material Supplier: Granite Construction

   Scope of Work: Concrete Sidewalk, Curb and Gutter, archways and benches

   Contact: Kim Atkinson (435)615-5222

8. **5900 S. Road Improvements Murray**

   Location: 5900 S. Murray Utah

   Contracted with Murray City Corporation

   Superintendent: Mark Picket

   Contract Amount: $3,097,899

   Completion Date: 12/2014

   Material Supplier: Granite Construction

   Scope of Work: Earthwork, Road Base, Asphalt Paving, Sidewalk, Pipe work, Landscape and Electrical

   Contact: Danny Astill (801)270-2443
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DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the __________ day of ____________, __________, is by and between Midvale City (hereinafter called OWNER), and __________ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

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

The construction of the "Foxbridge Drive" in Midvale City, Salt Lake County, Utah.

Article 2. ENGINEER

The Project has been designed by:

R.M. Mills, Engineer

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.

Article 3. CONTRACT TIME

3.1. The Work will be substantially completed on or before 90-day substantial completion, and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before 120 day from issuance of notice to proceed. (If weather shutdown is agreed upon, revised dates will be established).

Article 4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds for the amount of $337,608.10 in accordance with the Construction Bid Form included herewith.

(See attached Construction Bid Form)

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment on or about the 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work
measured by the schedule of values established in paragraph 14.02 of the General Conditions or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payment will be in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as OWNER shall determine, in accordance with the General Conditions.

\[
\text{90\% of Work completed}
\]

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Contract Price, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with the General Conditions.

5.2. FINAL PAYMENT: Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

Article 6. NOT USED

Article 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 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.

Article 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 (Section 500 pages 1 to 4, inclusive).

8.2. Exhibits to this Agreement.

8.3. Notice of Award (Section 420).

8.4. General Conditions (Section 700)

8.5. Supplementary Conditions (Section 800 pages 1 to 5)

8.6. Specifications bearing the title TECHNICAL SPECIFICATIONS and consisting of the divisions as listed in table of contents thereof.

8.7. Drawings, consisting of sheets listed in the Index of Drawings.

AGREEMENT FORM 00500 - 2
8.8. Addenda numbers _____ to _____ inclusive.

8.9. CONTRACTOR’S Bid

8.10. Documentation submitted by CONTRACTOR prior to Notice of Award.

8.11. 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 paragraphs 3.04 and 3.05 of the General Conditions.

8.12. 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 paragraphs 3.4 and 3.05 of the General Conditions.

Article 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.
Article 10. OTHER PROVISIONS

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 ___________________________ 20_______.

OWNER:  Midvale City

________________________________________
By ________________________________

________________________________________
By ________________________________

[CORPORATE SEAL]

Attest ____________________________  
Address for giving notices:

________________________________________
________________________________________

(IF OWNER is a public body, attach authority to sign and resolution or other documents authorizing execution of Agreement.)

________________________________________
Attest ____________________________  
Address for giving notices:

________________________________________
________________________________________

License No. ____________________________

Agency for service process:

________________________________________
(If CONTRACTOR is not a corporation, attach evidence of authority to sign.)

AGREEMENT FORM
SUBJECT:

Final Subdivision Plat Approval for 6-Lot Union Manor Subdivision located at 987 East 7240 South

SUBMITTED BY:

Alex Murphy, Associate Planner

SUMMARY:

The proposed Union Manor Subdivision consists of six (6) proposed residential lots, each containing one half of a twin home structure, on a total of 0.69 acres located at 987 East 7240 South. This request has been submitted by Greg Hansen, representing the owner of the property.

All subdivisions require a review and recommendation from the Planning Commission and approval from the City Council. Public hearings are required to be held by each body. The Planning Commission conducted a public hearing on this project on August 8, 2018 and issued a decision to approve the Conditional Use Permits required for the flag lots and twin homes and forward a recommendation to approve the subdivision plat to the City Council. The Council conducted a public hearing on the subdivision plat on September 4, 2018 and approved the preliminary subdivision plat with the following conditions:

1. The applicant shall prepare a final subdivision plat to be reviewed and approved by the City Engineer, Fire Marshal, and City Council.
2. A note shall be added to the subdivision plat indicating that a two-unit residential structure with a common wall is required to be constructed along the center lines dividing Lots 1 & 2, 3 & 4, and 5 & 6 unless the subdivision plat is officially amended.
3. All new development on the flag lots shall comply with the flag lot requirements, i.e. setbacks, height (limited to a single story), parking, and provision of a minimum 20-foot wide paved driveway. A note indicating these requirements shall be included on the final subdivision plat.
4. The flag lot driveway shall remain clear of overhanging vegetation and be posted with “No Parking” signs every fifty feet (50’) with the provision that the 8’ area may be used for parking if it can be accommodated. A note to this effect shall be included on the final subdivision plat.
5. A minimum of three (3) additional street trees are required to be planted along. These trees shall be planted or guaranteed by a cash bond prior to certificates of occupancy being issued for the units on Lots 5 & 6. A note indicating this requirement shall be added to the final plat.
6. The applicant shall obtain duty to serve letters for water and sewer and shall bond for any required public improvements prior to the subdivision plat being recorded.
7. The applicant shall provide evidence that courtesy notices have been sent to Dominion Energy, Rocky Mountain Power, Xfinity, Utopia, and Century Link regarding the utility easements on the subdivision plat prior to final approval.
8. A minimum six-foot high screening fence shall be constructed and maintained around the exterior of the project and between structures unless all affected property owners agree in writing that a fence is not necessary. This fence shall comply with the fence requirements of the applicable zone and shall be completed prior to any certificates of occupancy being issued for the twin homes. A note indicating this requirement shall be included on the final subdivision plat. The owner shall work with the neighboring property owners in replacing or enhancing the existing fences as needed.

9. Any improvements to the existing irrigation ditch required by the City Engineer or irrigation company shall be completed or guaranteed by a bond prior to recording the final subdivision plat.

The applicant has prepared and submitted the final plat. The required notes regarding construction style, flag lot requirements, “No Parking” signs and driveway clearance, and street trees have been provided. Utility notices have been provided to the applicable utilities.

The last remaining requirements before recording the subdivision plat are to provide the required duty to serve letters for water and sewer service and complete or bond for the irrigation ditch improvements. Staff recommends including these requirements in a motion to approve the final subdivision plat. The fence requirement will be verified before Certificates of Occupancy are issued for the new dwellings.

**FISCAL IMPACT:** N/A

**STAFF RECOMMENDATION:**

Staff recommends the City Council approve the final subdivision plat for the Union Manor Subdivision with the following conditions:

1. The subdivision plat shall not be recorded until duty to serve letters for water and sewer service are provided and the improvements required for the irrigation ditch are bonded or completed.
2. The applicant shall obtain all required signatures on the final subdivision plat Mylar.

**RECOMMENDED MOTION – APPROVAL:**

“Based on compliance with the requirements of the Midvale City Municipal Code demonstrated in the application or addressed by conditions of approval, I move that we approve the final subdivision plat for the Union Manor Subdivision with the following conditions:

1. The subdivision plat shall not be recorded until duty to serve letters for water and sewer service are provided and the improvements required for the irrigation ditch are bonded or completed.
2. The applicant shall obtain all required signatures on the final subdivision plat Mylar.”

**ALTERNATE MOTION – TABLE DECISION:**

“I move that we table decision on the Union Manor Subdivision to address the following questions/comments:

1. ...
2. ...”
ATTACHMENTS:

- Vicinity Map
- Final Subdivision Plat
- Site Plan
- Approved Building Elevations
GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GENERAL NOTES, SCHEDULE OF WORK, AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.
4. FIRE HYDRANT ASSEMBLY COMPLETE PER APWA STANDARD PLAN NO. 511 AND SPECIFICATIONS.
5. INSTALL 1-1/4" POLY FROM 3 FEET OUTSIDE OF METER TO HOUSE. (RECOMMENDED FOR LONG LATERALS.) INSTALL R7-1D "NO PARKING ANY TIME" SIGN PER M.U.T.C.D. STANDARD PLANS AND SPECIFICATIONS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
8. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
9. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY
10. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S SPECIFICATIONS.
11. THE CONTRACTOR shall not be liable for any damages to existing utilities and utility structures that are to remain.
12. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION.
13. THE CONTRACTOR shall be responsible for any damages caused to the existing utilities and utility structures that are to remain.
14. THE CONTRACTOR shall not be liable for any damages to existing utilities and utility structures that are to remain.
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