

Resolution No. 17-27

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH STAKER & PARSONS CONSTRUCTION FOR 37TH STREET WATER LINE PROJECT, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds it necessary to address certain water line needs within the city; and,

WHEREAS, the City Council finds that the city staff recommends that the city contract with Staker & Parsons Construction for the installation and completion of 37th Street Water Line Project; and,

WHEREAS, the City Council finds that Staker & Parsons Construction has the professional ability to provide for these services to meet the city's needs; and,

WHEREAS, the City Council finds that City now desires to further those ends by contracting with Staker & Parsons Construction to provide such services; and,

WHEREAS, the City Council finds that the public convenience and necessity requires the actions contemplated,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:

SECTION II - CONTRACT AUTHORIZED

That The "Contract Agreement" For The 37th Street Water Line Project, Attached Hereto As **Attachment "A"** And By This Reference Fully Incorporated Herein, Is Hereby Approved And Adopted; And That The City Manager Is Authorized To More Fully Negotiate Any Remaining Details Under The Agreement On Behalf Of The City And Then To Sign, And The City Recorder Authorized To Attest, Any And All Documents Necessary To Effect This Authorization And Approval.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION V - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 6th day of July, 2017, and after publication or posting as required by law.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY,
STATE OF UTAH**, on this 10th day of July, 2017.

SOUTH OGDEN CITY

Jam

es F. Minster
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT "A"

Resolution No. 17-27

Resolution Of South Ogden City Approving An Agreement With Staker & Parsons
Construction For 37th Street Water Line Project, And Providing That This Resolution Shall
Become Effective Immediately Upon Posting And Final Passage.

10 Jul 17

[Attachment to be provided by Public Works]

CONTRACT AGREEMENT

THIS AGREEMENT is by and between **SOUTH OGDEN CITY CORPORATION** (hereinafter called OWNER) and **Staker & Parson Companies** (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

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

The work consists of reconstruction 7,400 s.y. of road surface including: removal of existing asphalt, road base and unsuitable sub-grade material; installation and compaction of granular barrow, untreated base course, and asphalt; lowering and raising manholes and valve boxes; removal and replacement of 1,400 l.f. of curb and gutter, 16 pedestrian access ramps . The work performed shall also consist of the removal and replacement of an existing culinary waterline including valves, service laterals, water meters and connections to existing water mains as well as furnishing and constructing all other related items and appurtenances as directed in the Contract Documents.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

37th STREET RECONSTRUCTION PROJECT AND CULINARY WATER REPLACEMENT CDBG PROJECT

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Wasatch Civil Consulting Engineering, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence:* All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment:* The Work specified in the Contract Documents shall be completed within 90 days following the Notice to Proceed.

4.03 *Liquidated Damages:* CONTRACTOR and OWNER 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 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 4.02 for completion until the Work is accepted.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraph below:

For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as measured in the field.

UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
SCHEDULE A - 37TH STREET ROAD RECONSTRUCTION PROJECT					
A1	Remove & Dispose of Full Width and Depth of Existing Asphalt (Approx. 3" Thickness):	675	C.Y.	\$21.00	\$14,175.00
A2	Remove & Dispose of Existing Unsuitable Subgrade Material:	6,230	C.Y.	\$14.00	\$87,220.00
A3	Furnish & Install Hot Mix Asphalt (H.M.A.):	1,375	Tons	\$63.15	\$86,831.25
A4	Furnish & Install Untreated Base Course (Road Section Only):	2,575	Tons	\$18.15	\$46,736.25
A5	Furnish & Install 3" Minus Crushed Granular Barrow (Road Section Only):	7,600	Tons	\$15.70	\$119,320.00
A6	Furnish & Install Geotextile Fabric (Mirafi 600x or Equal):	8,000	S.Y.	\$1.10	\$8,800.00
A7	Remove & Dispose of Existing Storm Drain Clean-out Box. Furnish & Install New 2'x3' Clean-out Box w/Traffic Rated Cover:	2	Each	\$2,689.00	\$5,378.00
A8	Furnish & Install 2'x3' Storm Drain Clean-out w/Solid Cover on Existing Storm Drain Pipe:	1	Each	\$2,106.00	\$2,106.00
A9	Remove & Replace Existing Catch Basin Frame, Grate and Concrete Apron (Box to Remain):	2	Each	\$2,476.00	\$4,952.00
A10	Remove Existing Catch Basin and Grade. Furnish & Install New Catch Basin Complex:	3	Each	\$3,056.00	\$9,168.00
A11	Remove & Replace Existing Dip-Stone Outlet:	2	Each	\$6,404.00	\$12,808.00
A12	Pre-lower & Raise Manhole Ring and Cover to Match New Finished Asphalt Elevation. Construct Concrete Collar:	4	Each	\$642.00	\$2,568.00
A13	Remove Existing 3' Brick Manhole Grade Ring. Replace w/Concrete Grade Ring (w/Step):	1	Each	\$1,177.00	\$1,177.00
A14	Remove Existing 1' Brick Manhole Grade Ring. Replace w/Concrete Grade Ring:	2	Each	\$800.00	\$1,600.00
A15	Remove & Replace Existing 12" Storm Drain Pipe w/New 12" Class 51 Ductile Iron Pipe:	210	L.F.	\$123.00	\$25,830.00
A16	Remove & Replace Existing Concrete Curb and Gutter (Various Locations):	1,440	L.F.	\$38.90	\$56,016.00
A17	Remove & Replace Existing 4" Thick Concrete Sidewalk (Various Locations):	348	L.F.	\$32.00	\$11,136.00

A18	Remove Existing Ramp. Furnish & Install New Pedestrian Access Ramp:	12	Each	\$2,052.00	\$24,624.00
A19	Remove Existing Concrete Waterway. Furnish & Install New Concrete Waterway:	1,220	S.F.	\$15.10	\$18,422.00
A20	Furnish & Install Landscaping, Sod & Sprinkler Repair:	1,400	S.F.	\$2.70	\$3,780.00
A21	Furnish & Install Storm Water BMPs and comply with the requirements of the Site Storm Water Pollution Prevention Plan:	1	L.S.	\$3,837.00	\$3,837.00

TOTAL OF SCHEDULE A:

\$546,484.50

SCHEDULE B - CULINARY WATERLINE REPLACEMENT CDBG PROJECT:

B1	Furnish & Install 8" Diameter C900 DR 18 PVC Pipe:	1,110	L.F.	\$38.60	\$42,846.50
B2	Remove & Dispose of Existing Valve, Valve Box and Concrete Collar:	7	Each	\$1,184.00	\$8,288.00
B3	Furnish & Install 8" Gate Valve, Valve Box and Concrete Collar:	3	Each	\$2,062.00	\$6,186.00
B4	Furnish & Install 8" x 6" D.I. M.J. Reducer:	3	Each	\$415.00	\$1,245.00
B5	Furnish & Install 8" x 6" D.I. M.J. 45 Degree Bend:	6	Each	\$404.00	\$2,424.00
B6	Furnish & Install 6" Transition Coupler:	3	Each	\$1,350.00	\$4,050.00
B7	Furnish & Install Connection Detail "A":	2	L.S.	\$8,310.00	\$16,620.00
B8	Furnish & Install Connection Detail "B":	1	L.S.	\$8,581.00	\$8,581.00
B9	Remove & Replace Existing Fire Hydrant Assembly:	2	Each	\$6,607.00	\$13,214.00
B10	Remove & Replace Existing 3/4" Culinary Service (Short Side):	3	Each	\$1,099.00	\$3,297.00
B11	Remove & Replace Existing 3/4" Culinary Service (Long Side):	3	Each	\$2,268.00	\$6,804.00
B12	Remove & Replace Existing 2" Culinary Service and Shut-off Valve:	1	Each	\$5,216.00	\$5,216.00
B13	Remove Existing Water Meter Box and Cover. Furnish & Install New Meter Box, Cover and Setter for 3/4" Service:	6	Each	\$1,269.00	\$7,614.00
B14	Remove Existing Water Meter Box and Cover. Furnish & Install New Meter Box, Cover and Setter for 2" Service:	1	Each	\$3,733.00	\$3,733.00
B15	Construct Concrete Plugs at Open Ends of Abandoned Water Main:	30	Each	\$250.00	\$7,500.00
B16	Furnish & Install 3" Minus Imported Granular Trench Backfill Between the Pipe Zone and Subgrade Elevation:	900	Tons	\$21.05	\$18,945.00

B17	Remove & Replace Existing Concrete Sidewalk Following Water Meter Installation (if required);	24	L.F.	\$37.00	\$888.00
B18	Remove & Replace Existing Concrete Curb and Gutter Following Water Meter Installation (if required):	40	L.F.	\$42.00	\$1,680.00
Alt B19	Furnish & Install 8" Waterline Utility Loop:	1	L.S.	\$7,020.00	\$7,020.00
TOTAL OF SCHEDULE B:					\$166,151.00
TOTAL OF SCHEDULES A AND B (including alternate bid items):					\$712,635.50

TOTAL OF ALL UNIT PRICES **SEVEN HUNDRED TWELVE THOUSAND SIX HUNDRED THIRTY FIVE DOLLARS AND 50/100 (\$712,635.50)**.

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments:* 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.

6.02 *Progress Payments; Retainage:* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the **15th** day of each month during performance of the Work as provided in paragraphs 6.02.A. 1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work, based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made 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 ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

A. 95% of Work completed (with the balance being retained). If the Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

B. 25% of cost of materials and equipment not incorporated in the Work (with the balance being retained).

2. Upon Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 100% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions.

6.03 *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 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1% per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

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

D. CONTRACTOR has carefully studied all: (1) 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 the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, 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.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents:

- A. The Contract Documents consist of the following:
1. This Agreement;
 2. Performance Bond;
 3. Payment Bond;
 4. Bid Bonds;
 5. Engineering General Conditions noted as EJCDC No. 1910-8 (1996 Edition);
 6. Supplementary Conditions;
 7. Federal Labor Standard Provisions (Culinary Water Replace Portion Only);
 8. Specifications as listed in the table of contents of the Project Manual;
 9. Bid Form;
 10. Drawings as listed in the table of contents of the Project Manual;
 11. Addenda Nos. N/A ;
 12. Exhibits this Agreements;
 1. Notice to Proceed;
 2. CONTRACTOR's Bid;
 3. Documentation submitted by the CONTRACTOR prior to the Notice of Award;
 13. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - Written Amendments;
 - Work Change Directives;
 - Change Order(s).
- B. The documents listed in paragraph 9.01 A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms:* Terms used in this Agreement will have the meanings defined by Engineers Joint Contract Documents Committee STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT (EJCDC No. 1910-8 (1996 Edition)).

10.02 *Assignment of Contract:* No assignment by a party hereto of any rights under or interests in the Contract 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.

10.03 *Successors and Assigns:* 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 to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

This Agreement will be effective on _____, 2017, (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

SOUTH OGDEN CITY CORPORATION

STAKER & PARSON COMPANIES

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

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

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____