

Resolution No. 20-03

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN OPERATING AGREEMENT WITH STAKER PARSONS COMPANIES FOR THE OAKWOOD/CRESTWOOD ROAD 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 road project needs within the city; and,

WHEREAS, the City Council finds that the city staff recommends that the city approve the Agreement with Staker Parsons Companies to fully address those road project needs, specifically the Oakwood/Crestwood road project, on behalf of the citizens of the City; and,

WHEREAS, the City Council finds that Staker Parsons Companies has the ability to fully address those road project needs, specifically the Oakwood/Crestwood road project, on behalf of the citizens of the City; and,

WHEREAS, the City Council finds that City now desires to further those ends by approving an Agreement with Staker Parsons Companies 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" With Staker Parsons Companies For The Oakwood/ Crestwood Road Project Within The City, 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, Reasonably Necessary To Effect This Authorization And Approval.

The foregoing Recitals are incorporated herein.

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 render 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 17th day of March, 2020, 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 17th day of March, 2020.**

SOUTH OGDEN CITY

Russell Porter
Mayor

ATTEST:

Leesa Kapetanov, CMC
City Recorder

ATTACHMENT “A”

RESOLUTION NO. 20-03

Resolution Of South Ogden City Approving An Operating Agreement With Staker Parsons Companies For The Oakwood/Crestwood Road Project, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

17 Mar 20

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 12,300 s.y. of road surface including: removal of existing asphalt, road base and sub-grade material; installation and compaction of granular barrow, untreated base course, and hot mix asphalt; removal and replacement of 300 l.f. of curb and gutter, 400 l.f. of concrete sidewalk. The work also includes the replacement of culinary water service laterals, valves and fire hydrants and 3,400 l.f. of culinary waterline, installation of 400 l.f. of land drain pipe and 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:

OAKWOOD, CRESTWOOD, AND MAPLEWOOD STREETS REBUILD 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>
	Mobilization:		L.S.	\$48,000.00	\$48,000.00
2	Furnish & Install Storm Water BMPs and comply with the Requirements of the Site Storm Water Pollution Prevention Plan:		L.S.	\$18,000.00	\$18,000.00
3	Traffic Control and Barricades;		L.S.	\$5,000.00	\$5,000.00
4	Pre-lower and Raise Existing Valve Box:	6	Each	\$700.00	\$4,200.00
5	Pre-lower and Raise Existing Manhole:	28	Each	\$1,025.00	\$28,700.00
6	Remove and Dispose of Full Width and Depth of Existing Asphalt:	1,500	C.Y.	\$23.00	\$34,500.00
7	Remove and Dispose of Existing Unsuitable Subgrade Material:	6,500	C.Y.	\$16.00	\$104,000.00
8	Remove and Dispose of Existing Subgrade Material for Soft Spot Repair:	1,220	C.Y.	\$18.00	\$21,960.00
9	Furnish and Install Hot Mix Asphalt (H.M.A.):				
10	Furnish and Install Untreated Base Course (Road Section Only):	2,600	Tons	\$59.00	\$153,400.00
11	Furnish and Install 3" Minus Crushed Granular Barrow (Road Section Only):	4,000	Tons	\$23.00	\$92,000.00
12	Furnish and Install 3" Minus Crushed Granular Barrow for Soft-Spot Repair:	7,650	Tons	\$18.00	\$137,700.00
13	Furnish and Install 1-1/2" Crushed Trench Stabilization Rock:	2,275	Tons	\$19.00	\$43,225.00
14	Furnish and Install 6" Minus Crushed Road Subgrade Stabilization Rock:	1,000	Tons	\$37.00	\$37,000.00
15	Furnish and Install Granular Trench Backfill Between Pipe Zone and Subgrade Elevation:	1,800	Tons	\$18.00	\$32,400.00
16	Furnish and Install Geotextile Fabric (Mirafi 600X or Equal):	2,275	Tons	\$28.00	\$77,700.00
17	Furnish and Install Geotextile Fabric for Soft Spot Repair (Mirafi 600X or Equal):	12,500	S.Y.	\$0.75	\$9,375.00
18	Furnish and Install Geogrid (Mirafi RS280i or Equal):	3,675	S.Y.	\$0.75	\$2,756.25
19	Furnish and Install Pedestrian Access Ramp:	1,925	S.Y.	\$3.20	\$6,160.00
		2	Each	\$1,570.00	\$3,140.00

20	Remove and Replace Existing Pedestrian Access Ramp:	8	Each	\$2,100.04	\$16,800.32
21	Remove and Replace Concrete Curb and Gutter:	300	L.F.	\$47.25	\$14,175.00
22	Remove and Replace Existing 4" Thick Concrete Sidewalk:	310	L.F.	\$42.00	\$13,020.00
23	Remove and Replace Existing 6" Thick Concrete Sidewalk:	68	L.F.	\$47.00	\$3,196.00
24	Remove Existing Radius Drive Approach. Furnish and Install Drop Down Drive Approach:				
25	Remove and Replace Existing Concrete Driveway Transitions (6" Thick):	1,225	S.F.	\$11.50	\$14,087.50
26	Furnish and Install 6" Diameter Rigid Perforated PVC Pipe w/Drain Rock and Filter Fabric:	1,225	S.F.	\$11.50	\$14,087.50
27	Furnish and Install 4" Diameter SDR-35 PVC Land Drain Service Lateral w/End Cap:	440	L.F.	\$28.00	\$12,320.00
28	Furnish and Install 15" Diameter RCP:	4	Each	\$900.00	\$3,600.00
29	Furnish and Install 30" Diameter Clean-out Manhole w/Ring, Cover and Concrete Collar (3'-4' Depth):	80	L.F.	\$108.00	\$8,640.00
30	Remove and Dispose of Existing Storm Drain Junction Box. Furnish and Install 5' Diameter Storm Drain Manhole w/Ring, Cover and Concrete Collar (4-5 Feet) Depth:	4	Each Each	\$1,650.00 \$3,300.00	\$6,600.00 \$3,300.00
31	Remove and Replace Existing Storm Drain Inlet Frame and Grate:	3	Each	\$1,570.00	\$4,710.00
32	Furnish and Install Storm Drain Inlet Box w/Frame and Grate:		Each	\$4,400.00	\$4,400.00
33	Furnish and Install 8" Diameter C900 DR 18 PVC Pipe:	3,410	L.F.	\$57.00	\$194,370.00
34	Furnish and Install 8" Diameter D.I. M.J. 8"x8" Cross w/Joint Restraints:		Each	\$1,580.00	\$1,580.00
35	Furnish and Install 8" Diameter D.I. M.J. 8" Through x 8" Branch Tee w/Joint Restraints:		Each	\$1,580.00	\$1,580.00
36	Furnish and Install 8" Diameter D.I. M.J. 45 Degree Bend w/Joint Restraints:	4	Each	\$1,500.00	\$6,000.00
37	Furnish and Install 8" Diameter D.I. M.J. 22.5 Degree Bend w/Joint Restraints:	12	Each	\$980.00	\$11,760.00
38	Furnish and Install 8" Diameter D.I. M.J. 11.25 Degree Bend w/Joint Restraints:	6	Each	\$980.00	\$5,880.00
39	Furnish and Install 8" Diameter D.I. M.J. End Cap w/Joint Restraints:	3	Each	\$980.00	\$2,940.00
40	Furnish and Install 8" Diameter Transition Coupler:	3	Each	\$1,000.00	\$3,000.00
		3	Each	\$1,000.00	\$3,000.00

41	Furnish and Install 8" Culinary Waterline Loop (All Joints Restrained):	2	L.S.	\$4,400.00	\$8,800.00	
42	Abandon Existing Waterline In-place by Plugging Tapped Openings and Placing Concrete Plugs at Open Ends:		L.S.	\$7,000.00	\$7,000.00	
43	Remove and Replace Existing 3/4" Culinary Water Service Lateral (12' to 16' Length):	14	Each	\$1,600.00	\$22,400.00	
44	Remove and Replace Existing 3/4" Culinary Water Service Lateral (8' to 12' Length):	39	Each	\$1,400.00	\$54,600.00	
45	Remove Existing Meter Box and Replace with 18" Diameter HDPE Meter Box:	25	Each	\$1,100.00	\$27,500.00	
46	Remove and Dispose of Existing Valve, Valve Box, and Concrete Collar:	5	Each	\$240.00	\$1,200.00	
47	Furnish and Install 8" D.I. M.J. Valve, Valve Box, and Concrete Collar:	10	Each	\$2,700.00	\$27,000.00	
48	Remove and Replace Existing Fire Hydrant Assembly:	5	Each	\$6,800.00	\$34,000.00	
49	Furnish and Install Fire Hydrant City Standard Fire Hydrant Assembly:		Each	\$6,700.00	\$6,700.00	
50	Furnish and Install Fire Hydrant Assembly No. 1:		Each	\$6,700.00	\$6,700.00	
51	Furnish and Install Fire Hydrant Assembly No. 2:		Each	\$6,700.00	\$6,700.00	
52	Restore Landscaping, Sod and Repair Sprinklers:		Each	\$6,700.00	\$6,700.00	
53	Remove and Dispose of Existing Tree and Stump (24" Caliper):		Each	\$6,700.00	\$6,700.00	
54	Remove and Dispose of Existing Tree and Stump (30" Caliper):	3,800	S.F.	\$4.50	\$17,100.00	
55	Remove and Replace Existing Mailbox:		Each	\$2,500.00	\$2,500.00	
			Each	\$2,600.00	\$2,600.00	
TOTAL OF ALL UNIT PRICES <u>ONE MILLION FOUR HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED SIXTY-TWO DOLLARS AND 57/100 (\$1,434,562.57).</u>				Each	\$220.00	\$3,080.00

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;
6. Supplementary Conditions;
7. Specifications as listed in the table of contents of the Project Manual;
8. Bid Form;
9. Drawings as listed in the table of contents of the Project Manual;
10. Addenda Nos.1 and 2;
11. Exhibits this Agreements;
 1. Notice to Proceed;
 2. CONTRACTOR' s Bid;
 3. Documentation submitted by the CONTRACTOR prior to the Notice of Award;
12. 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.

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.

10.05 *Waiver:* Owner's decision or failure to insist upon strict performance of any provision of this Agreement on one or more occasions shall not constitute a waiver of such provision by the Owner, nor shall the Owner relinquish any rights it may have under this Agreement to require performance of such conditions in the future.

Severability: Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

Governing Law: This Agreement and the performance hereunder shall be governed by the laws of the State of Utah and any litigation under this Agreement shall take place in the Second District Court, Weber County, Utah.

Integration: This Agreement contains the entire and integrated agreement of the Parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducement, or understandings between the Parties and not contained herein shall be of any force or effect.

No Presumption: This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Owner or Contractor. Each Party represents and warrants to the other Party that it has been represented by, and has had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Agreement.

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 _____, 2020, (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: _____