

RESOLUTION NO. 2015-R-13

WHEREAS, Midvale City has received CDBG funds for the Oak Street Reconstruction project; and

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

WHEREAS, the City advertised the Oak Street Reconstruction Project to solicit bids from qualified contractors to construct this project; and

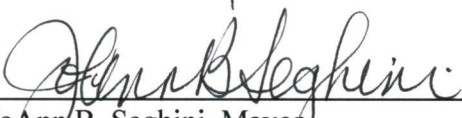
WHEREAS, the City held a public bid opening on September 23, 2014; and

WHEREAS, the City has evaluated the bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the Oak Street Reconstruction project to Kilgore Contracting, L.L.C.; and


WHEREAS, an agreement has been prepared between the City and Kilgore Contracting, L.L.C.

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 Kilgore Contracting, L.L.C. for the construction of the Oak Street Reconstruction Project.

APPROVED AND ADOPTED this 17th day of March, 2015.


JoAnn B. Seghini, Mayor

ATTEST:


Rori L. Andreason, MMC
City Recorder

Voting by the City Council	"Aye"	"Nay"
Stephen Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Glover	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Quinn Sperry	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Hunt	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne Sharp	<input checked="" type="checkbox"/>	<input type="checkbox"/>



DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the 17th day of March, ~~2014~~²⁰¹⁵, is by and between Midvale City (hereinafter called OWNER), and Kilgore Contracting (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 "Oak Street Site Improvements" at Oak Street in Midvale City, Salt Lake County, Utah.

Article 2. ENGINEER

The Project has been designed by:

Ensign Engineering and Land Surveying
45 West 10000 South
Sandy, UT 84070

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 \$324,540.15, 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.
- 90% (Ninety Percent) 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.
- 8.8. Addenda numbers _____1_____ to _____4_____ 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 JoAnn B. Seghini
JoAnn B. Seghini Mayor



Attest

Address for giving notices:

655 West Center St. 7505 S. Holden St.

Midvale, Utah 84047

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

CONTRACTOR

Kilgore Contracting
Samuel H. Donaldson
By Samuel H. Donaldson

[CORPORATE SEAL]

Attest

Ashleigh Muir

Address for giving notices:

P.O. Box 860

Magna, UT 84044

License No. 7741778-5501

Agency for service process:

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