

**RESOLUTION NO. 2017-R-11**

**WHEREAS**, Midvale City has received CDBG funds for the Allen Street project; and

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

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


**WHEREAS**, the City held a public bid opening on March 16, 2017; 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 Allen Street Project to Black Forest Paving; and


**WHEREAS**, an agreement has been prepared between the City and Black Forest Paving.

**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 Black Forest Paving for the construction of the Allen Street Project.

**APPROVED AND ADOPTED** this 4th day of April, 2017.

  
\_\_\_\_\_  
JoAnn Seghini, Mayor

ATTEST:

  
\_\_\_\_\_  
Rolf L. Andreason,  
City Recorder



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

DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, is by and between Midvale City (hereinafter called OWNER), and Black Forest Paving (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 "Allen Street Site Improvements" at Allen 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 \$, in accordance with the Construction Bid Form included herewith.

\$171,558.00

(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 10<sup>th</sup> 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     1     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 April 5 2017.

OWNER: Midvale City

John B. Seghimi

By John B. Seghimi, Mayor

CONTRACTOR

Black Forest Paving LLC

9524 S. Fewner Park Rd West Jordan, UT 84081

By [Signature]

[CORPORATE SEAL]

Attest [Signature]

Address for giving notices:

7505 Holden St

Midvale, Utah 84047

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



[CORPORATE SEAL]

Attest [Signature]

Address for giving notices:

9524 S. Fewner Park Rd  
West Jordan, UT 84081

License No. 9670578-5501

Agency for service process:

EARL Jolley

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