

**MIDVALE CITY, UTAH  
RESOLUTION NO. 2022-R-21**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO  
AN AGREEMENT WITH QUICKSILVER CONCRETE FOR  
THE CONSTRUCTION OF THE 2022-2027 MIDVALE  
CITY CONCRETE REPAIRS PROJECT**

**WHEREAS**, Midvale City has an interest in maintaining its sidewalks, curbs/gutters in as good as condition as practical, as well as upgrading sidewalk ramps to meet current ADA standards; and

**WHEREAS**, the City receives funds from taxes and other sources that are dedicated for this work; and

**WHEREAS**, the City uses these funds in a replacement program that is carried out by independent contractors through a public bid process; and


**WHEREAS**, the City requested proposals from qualified contractors for the 2022-2027 Midvale City Concrete Repairs Project; and

**WHEREAS**, the City has evaluated the proposals based on the criteria noted in the documents, and based on that evaluation wishes to award the 2022-2027 Midvale City Concrete Repairs Project to CONTRACTOR; and


**WHEREAS**, an agreement has been prepared between the City and Quicksilver Concrete.

**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 Quicksilver Concrete for the construction of the 2022-2027 Midvale City Concrete Repairs Project.

**APPROVED AND ADOPTED** this 17<sup>th</sup> day of May 2022.

  
\_\_\_\_\_  
Marcus Stevenson, Mayor

ATTEST:

  
\_\_\_\_\_  
Rori L. Andreason, MMC  
City Recorder

Voting by the City Council	"Aye"	"Nay"
Bryant Brown	<input checked="" type="checkbox"/>	_____
Paul Glover	<input checked="" type="checkbox"/>	_____
Quinn Sperry	<input checked="" type="checkbox"/>	_____
Heidi Robinson	<input checked="" type="checkbox"/>	_____
Dustin Gettel	<input checked="" type="checkbox"/>	_____





**CONTRACT APPROVAL COVER SHEET**

CONTRACT NO: \_\_\_\_\_  
(RECORDER ONLY)

**Contract Title:** 2022-2027 Midvale City Concrete Repairs Services Agreement

**Approval Signature Required:**

**Contract Analyst:** DocuSigned by: Susan Stengel **Date:** 5/18/2022  
00C23A41D234492...

**City Attorney's Office:** DocuSigned by: Lisa Garner **Date:** 5/18/2022  
9375645E8BE84C5...

**Department Head:** DocuSigned by: JN Rockwood **Date:** 5/18/2022  
45A293098C2C43C...

**City Manager:** DocuSigned by: [Signature] **Date:** 5/18/2022  
56A782A8963C424...

**Requesting Department:** CD/Engineering

**City Contact Name:** Keith Ludwig

**Project/Contract Name:** 2022-2027 Midvale City Concrete Repairs Services Agreement

**Budget Amount:** \$631,400.00

**Bid Information:**

**Bid Type:** RFP # MID22-111

**Bid Exception:** \_\_\_\_\_  
(i.e. Sole Source, Professional Services, etc.)

**Bid/Exception Date:** \_\_\_\_\_

**Council Approval Date:** 5/17/2022 **Resolution No.** \_\_\_\_\_

**Party/Vendor Information:**

**Name:** Quicksilver Inc

**Contact:** Gracie Allred

**Telephone:** 801-420-3872

**Email:** Quicksilverconcrete@gmail.com

**Contract Purpose:** 2022-2027 Midvale City Concrete Repair 5-year agreement

**Begin Date:** 5/18/2022

**Termination Date:** 12/31/2027

**Renewal Option:** None

**Other Documents Required:** \_\_\_\_\_ **Due Date:** \_\_\_\_\_

**OTHER SIGNIFICANT TERMS AND ANNUAL OBLIGATIONS (Insurance Certificate, Payments, etc.):** \_\_\_\_\_

RECORDER ONLY

**DATE RECEIVED:** \_\_\_\_\_

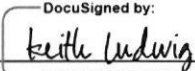
**DATE SCANNED TO ONBASE:** \_\_\_\_\_ **INDEX:** \_\_\_\_\_

**CONTRACT APPROVAL COVER SHEET**

**Page 2**

**APPROVAL:**

I certify that I have read and understand the terms of this draft agreement and have met all procurement requirements. I certify that I have appropriate authority to submit this draft agreement on behalf of my department. I further certify that the draft agreement is complete and includes all exhibits, attachments, and pages.

Signed:  Date: 5/18/2022  
Name: Keith Ludwig  
Title: City Engineer

*Midvale City*  
*2022-2027 Midvale City Concrete Repairs*

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**DOCUMENT 00500**

**AGREEMENT FORM**

THIS AGREEMENT dated as of the 18th day May, 2022, is by and between Midvale City (hereinafter called OWNER), and Quicksilver Concrete, Inc (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 “**2022-2027 Midvale City Concrete Repairs**” at in Midvale City, Salt Lake County, Utah.

OWNER will submit individual Task Orders to CONTRACTOR as reviewed and approved by ENGINEER. Each Task Order identifies a portion of the Work to be performed by CONTRACTOR, the Drawings and Documents necessary to perform said Work, and the dates by which said Work is to be substantially completed and also completed and ready for final payment. Each Task Order is subject to the terms of this Agreement.

Article 2. ENGINEER

The Work has been and will be designed by:

Galloway & Company  
2015 W. Grove Parkway Suite H  
Pleasant Grove, UT, 84062  
Email address: [rodmills@gallowayus.com](mailto:rodmills@gallowayus.com)

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 must be completed prior to the expiration of this Agreement unless otherwise terminated under this Agreement.
- 3.1 Unless otherwise stated in the Task Order, each Task Order must be substantially completed on or before September 30 of the year assigned and must be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before October 31 of the year assigned. (If weather shutdown is agreed upon, revised dates will be established). However, once any portion of the Work is started at the Site under the Task Order, said portion of the Work must be substantially completed within 30 days and must be completed and ready for payment within 45 days.
- 3.2 Liquidated damages for each Task Order will be assessed at \$500 per day from the substantial completion date of said Task Order.