

**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

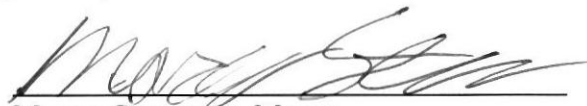
WHEREAS, the City requested proposals from qualified contractors for the 2022-2027 Midvale City Concrete Repairs Project; and

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 17th 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: Susan Stengel **Date:** 5/18/2022
DocuSigned by: 9375645E8BE84C5...

City Attorney's Office: Lisa Garner **Date:** 5/18/2022
DocuSigned by: 45A293098C2C43C...

Department Head: JN Rockwood **Date:** 5/18/2022
DocuSigned by: 56A782A8963C424...

City Manager: [Signature] **Date:** 5/18/2022
DocuSigned by: 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: Gradie 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

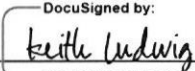
DATE RECEIVED: _____

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

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: rod mills@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.

Midvale City
2022-2027 Midvale City Concrete Repairs

3.3 The contract will end December 31, 2027.

Article 4. CONTRACT PRICE

4.1. OWNER will pay CONTRACTOR for performance of the Work in accordance with the Contract Documents and the Bid Schedule included herewith.

(See attached Proposal Form)

4.2 For each Task Order, OWNER will pay CONTRACTOR according to Document 00300 Section 4.

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 Task Order 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 of a Task Order, progress payments for the Task Order 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 under the Task Order completed

5.1.2. Upon Substantial Completion of a Task Order, in an amount sufficient to increase total payments to CONTRACTOR to 100% of the Task Order 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 a Task Order in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Task Order 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.

7.3. For each Task Order, CONTRACTOR makes the representations found in Sections 7.1 and 7.2 prior to

Midvale City
2022-2027 Midvale City Concrete Repairs

accepting the Task Order.

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 Proposal
- 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; Task Orders and their related Documents and Drawings.
- 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.

Midvale City
2022-2027 Midvale City Concrete Repairs

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 May 18, 2022.

OWNER: Midvale City

DocuSigned by: 5/18/2022
Marcus Stevenson
C946B48D6B064ED
By Marcus Stevenson Mayor

[CORPORATE SEAL]

Attest

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.)

CONTRACTOR: Quicksilver Concrete, Inc

DocuSigned by: 5/18/2022
Gracie Allred
D6B59558DCEB496
By Gracie Allred President

[CORPORATE SEAL]

Attest

Address for giving notices:

548 S. 600 E.

Lehi, UT 84043

License No. 6138816-5501

Agency for service process:

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

