

**MIDVALE CITY, UTAH
RESOLUTION NO. 2022-R-25**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
AN AGREEMENT WITH BONNEVILLE ASPHALT FOR THE
CONSTRUCTION OF THE JORDAN RIVER TRAIL
PARKWAY PAVEMENT PROJECT**

WHEREAS, Midvale City has an interest in maintaining its portion of the Jordan River Trail;
and

WHEREAS, the Jordan River Trail is in need of some repairs and rehabilitation work; and

WHEREAS, the City has received CDBG grant funding through Salt Lake County along with appropriating City funds to do work on the Jordan River Trail; and

WHEREAS, the city requested proposals from qualified contractors for the Jordan River Trail Parkway Repavement Project; and

WHEREAS, the city has evaluated the proposals based on the criteria noted in the bid documents, and based on that evaluation wishes to award the project to Bonneville Asphalt; and

WHEREAS, an agreement has been prepared between the City and Bonneville Asphalt.

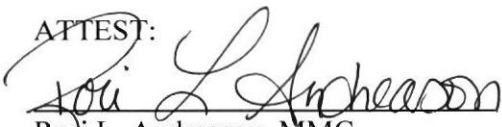
NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Bonneville Asphalt for the construction of the Jordan River Trail Parkway Repavement Project.

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

☒

Paul Glover

☒

Quinn Sperry

☒

Heidi Robinson

☒

Dustin Gettel

☒



Midvale City

Jordan River Parkway Repavement

DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the _____ day of _____, _____, is by and between Midvale City (hereinafter called OWNER), and _____ (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 "**Midvale Jordan River Parkway Repavement**" in Midvale City, Salt Lake County, Utah.

Article 2. ENGINEER

The Project has been designed by:

Galloway & Company, Inc.

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. All Work needs to be substantially completed by June 17, 2022. All Work must be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before June 30, 2022. (If weather shutdown is agreed upon, revised dates will be established).
- 3.2. The final invoice must be submitted to the Owner no later than July 28, 2022.
- 3.3. Liquidated damages will be assessed at \$500 per day from the substantial completion date. If, due to CONTRACTOR's actions, the Work is not completed and ready for final payment by June 30, 2022, or a final invoice has not been submitted to Owner by July 28, 2022, CONTRACTOR will be required to complete all Work and forfeit any balance OWNER is unable to receive or is required to return to Salt Lake County under its Subrecipient Agreement, attached as Exhibit 8.

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.

(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 following approval by Salt Lake County that Federal requirements have been met. 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.

95% (Ninety Five Percent) of Work completed
 - 5.1.2. Upon Substantial Completion and upon approval by Salt Lake County that all Federal requirements have been met, 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. CDBG REQUIREMENTS

- 6.1. CONTRACTOR agrees to follow any requirement imposed by Salt Lake County or the United States Government as a condition of the Subrecipient Agreement. This includes, but is not limited to, Exhibits 1-8 of this Agreement and Paragraphs 22(A) *Civil Rights* and (B) *Affirmative Action* of the Subrecipient Agreement.
- 6.2. CONTRACTOR is responsible for requiring any subcontractor performing Work under this Agreement to meet and follow the requirements under this Article of this Agreement.
- 6.3. CONTRACTOR is required to retain all working papers, reports, and all necessary records to properly account for CONTRACTOR'S performance and the payments made by OWNER to CONTRACTOR under this Agreement. These records must be retained by CONTRACTOR until at least October 31, 2026. OWNER may extend the retention period by written notice. CONTRACTOR agrees to make all documents related to this Agreement available to the City, Salt Lake County, United States Department of Housing and Urban Development or its agent, other authorized Federal officials, or third parties upon OWNER'S request. This provision survives the termination of this Agreement.

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- 6.4. A default under this Article or Article 7 is considered a material breach and is grounds for the OWNER to immediately terminate this Agreement.
- 6.5. It is the responsibility of the OWNER, Salt Lake County, and the United States Government to ensure compliance with CDBG requirements. CONTRACTOR understands that if it violates the CDBG requirements, one or more of these entities may take enforcement actions against CONTRACTOR.
- 6.6. Exhibits 1-8 are incorporated into this Agreement in their entirety. If there is any conflict between the language of the Exhibits and this Agreement, any language in the Subrecipient Agreement referencing the Subrecipient, the Subrecipient's contractor, or the Subrecipient's subcontractor will supersede any other language incorporated in this Agreement. For any matter not addressed by a reference to the Subrecipient or the Subrecipient's subcontractors in the Subrecipient Agreement, the language of this Agreement will supersede the exhibits.

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. CONTRACTOR has familiarized itself with the CDBG requirements associated with this Project. CONTRACTOR agrees to follow these requirements and ensure that all of its subcontractors, if any, agree to follow the same requirements and make the same representations as the CONTRACTOR as a condition of the subcontractor entering a contract with CONTRACTOR to perform Work on this Project. Failure to do so will not release the CONTRACTOR or its subcontractors from their respective responsibilities to follow the CDBG requirements.

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 00500 pages 1 to 6, inclusive).
- 8.2. The following Exhibits to this Agreement:

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Exhibit 1 - Summary of Federally Applicable Laws for Community Development Block Grant Construction Projects, titled "*Community Development Block Grant (CDBG) Construction Project Requirements*" (signed)

Exhibit 2 - General Decision Number: UT20220044/Mod 1, 02/25/2022

Exhibit 3 - As applicable, any future wage conformance specific to above General Decision

Exhibit 4 - Salt Lake County Non-Discrimination/Non-Collusion Certification Form (signed)

Exhibit 5 - HUD Section 3 Clause (Will not apply to this project)

Exhibit 6 - Equal Opportunity Clause

Exhibit 7 - Federal Labor Standards Provisions

Exhibit 8 - Subrecipient Agreement between Midvale City and Salt Lake County

- 8.3. Notice of Award (Section 00420).
- 8.4. General Conditions (Section 700)
- 8.5. Supplementary Conditions (Section 800 pages 1 to 5)
- 8.6. Specifications (Divisions 1 to 4) 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 _____ to _____ inclusive.
- 8.9. CONTRACTOR'S Bid
- 8.10. Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.11. Performance Bond (Section 00610)
- 8.12. Payment Bond (Section 00620)
- 8.13. Status Verification System Affidavit (Section 00453.7)
- 8.14. 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.
- 8.15. The documents listed in paragraphs 8.2 et seq. above are attached to the Agreement

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(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

RESERVED.

SIGNATURE PAGE TO FOLLOW.

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, Engineer, and Salt Lake County. 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 18th, 2022

OWNER: **Midvale City**

DocuSigned by:
Marcus Stevenson
By **Marcus Stevenson** Mayor

CONTRACTOR Bonneville Asphalt & Repair

Marie LeRoy
By **Marie LeRoy** Admin. Assist.

[CORPORATE SEAL]

DocuSigned by:
Rori Andreason
Attest **Rori Andreason** City Recorder
Address for giving notices: 7505 S Holden St
Midvale, UT 84047

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



[CORPORATE SEAL] n/a

Glenn Kennedy
Attest **Glenn Kennedy** Admin. Assist.
Address for giving notices
PO Box 180
Orem, UT 84059

License No. 5414370-5501
Agency for service process.

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