

**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

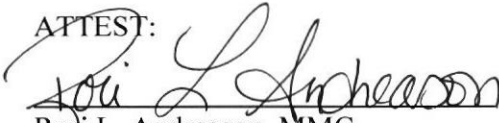
WHEREAS, an agreement has been prepared between the City and Bonneville Asphalt.

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	<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"/>	_____

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.