

RESOLUTION NO. 2022-R-31

WHEREAS, Midvale City has an interest in maintaining its street network in as good as condition as practical; and

WHEREAS, the City receives funds from taxes and other sources that are to be used for street maintenance; and

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

WHEREAS, the City requested proposals for the 2022-2027 Pavement Restoration project; and

WHEREAS, the City has evaluated the bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the 2000-2027 Pavement Restoration project to Kilgore Contracting; and

WHEREAS, an agreement has been prepared between the City and Kilgore Contracting.


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 Kilgore Contracting for the construction of the 2022-2027 Pavement Restoration project.

APPROVED AND ADOPTED this 21st day of June, 2022.



Marcus Stevenson, Mayor

ATTEST:


~~Rori L. Anderson,~~ Shelly Reed
~~City Recorder~~ Deputy Recorder

| Voting by the City Council | "Aye" | "Nay" |
|----------------------------|----------|-------|
| Bryant Brown | <u>X</u> | _____ |
| Paul Glover | <u>X</u> | _____ |
| Quinn Sperry | <u>X</u> | _____ |
| Heidi Robinson | <u>X</u> | _____ |
| Dustin Gettel | <u>X</u> | _____ |



DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the _____ day of _____, 2022, 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 **"2022-2027 Midvale City Pavement Restoration"** 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 and Contract Documents.

Article 2. ENGINEER

The Project has been designed by:

Galloway & Company, Inc.
2015 W. Grove Parkway, Suite H
Pleasant Grove UT 84062
Email address: 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.
- 3.2. 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.

3.3 The contract will end December 31, 2027.

Article 4. CONTRACT PRICE

4.1. OWNER shall 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 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)
- 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 _____ to _____ 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
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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 _____ 20____.

OWNER: **Midvale City**

By _____

[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 _____

By _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

License No. _____

Agency for service process:

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