RESOLUTION NO. 2019-R-12

WHEREAS, Midvale City has received CDBG funds for the Foxbridge Area project; and

WHEREAS, design drawings and specification have been prepared to meet City standards; and

WHEREAS, the City advertised the Foxbridge Area Project to solicit bids from qualified contractors to construct this project; and

WHEREAS, the City held a public bid opening on April 4th, 2019; and

WHEREAS, the City has evaluated these bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the Foxbridge Area Project to Miller Paving Inc.; and

WHEREAS, an agreement has been prepared between the City and Miller Paving, Inc.

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 Miller Paving, Inc. for the construction of the Foxbridge Area Project.

APPROVED AND ADOPTED this 16th day of April, 2019.

Robert M. Hale, Mayor

ATTEST:

City Recorder

Voting by the City Council

<table>
<thead>
<tr>
<th></th>
<th>&quot;Aye&quot;</th>
<th>&quot;Nay&quot;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bryant Brown</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Paul Glover</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Quinn Sperry</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Paul Hunt</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>Dustin Gettel</td>
<td>✔</td>
<td></td>
</tr>
<tr>
<td>NAME/S OF COMPANY</td>
<td>BID TOTAL</td>
<td>BID</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------</td>
<td>-----</td>
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<tr>
<td>Killeore Companies</td>
<td>$395,823.21</td>
<td>1</td>
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<tr>
<td>Black Forest Pavine, LLC</td>
<td>$399,000.00</td>
<td>2</td>
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<tr>
<td>Acme Construction</td>
<td>$407,633.00</td>
<td>3</td>
</tr>
<tr>
<td>Miller Pavine</td>
<td>$371,608.10</td>
<td>4</td>
</tr>
</tbody>
</table>

**BID OPENING:** April 3, 2019, 2:00 p.m.

**City Recorder:**

**Department Signature:**
DOCUMENT 00300

BID FORM

PROJECT IDENTIFICATION:

Foxbridge Drive

THIS BID IS SUBMITTED TO:

Midvale City
7505 South Holden Street
Midvale, Utah 84047

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents for the Contract Price and within the Contracted Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and submit the agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged: (List Addenda by Addendum Number and Date):

      Date

      ____________________

      Number

      ____________________

      ____________________

   B. BIDDER has visited the City and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.

   C. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the work.

   D. This Bid genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in the conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work for the prices shown on the attached Bid Schedule. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and determination of initial Contract Price in accordance with the General Conditions. Other items of work defined in the specifications and/or drawings, but not listed in the Bid Schedule(s) and shall be paid for under the bid items listed to which it is related. Final payment will be based on actual quantities for unit price items and bid price for lump sum items. Bidder shall make no claims for anticipated profits or additional compensation for any increase or decrease in quantities.
Midvale City
Foxbridge Dr.

A. Determination of Quantities: It is further understood that the actual quantities will be determined by Midvale City upon completion of the work. Measurements of Quantities shall be as specified under the particular section of construction specification pertaining to that item.

B. Elimination of Work: It is understood that the Owner shall have the right to eliminate portions of the work, should it decide it is in its best interest to do so.

5. BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

**BID SCHEDULE A**

Shall include all work for the construction of the Foxbridge Dr. Project, including but not limited to the demolition to accomplish the work, curb, gutter and sidewalk replacement, subgrade evaluation and modifications, restoration of landscaping and other surface features, pavement installation and grading, and all other items necessary to complete the work as shown on the drawings and described in the specifications.

TOTAL BID SCHEDULE A  Three hundred thirty seven thousand

Six hundred eighty dollars and ten cents

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
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<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION</td>
<td>L.S.</td>
<td>-</td>
<td>2,200.00</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>2</td>
<td>REMOVE AND REPLACE 14 ADA RAMP</td>
<td>S.F.</td>
<td>1,392</td>
<td>12.98</td>
<td>$18,024.00</td>
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<td>3</td>
<td>SAWCUT, REMOVE, AND REPLACE ASPHALT (parking lot)</td>
<td>S.F.</td>
<td>98</td>
<td>5.00</td>
<td>$490.00</td>
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<tr>
<td>4</td>
<td>REMOVE AND REPLACE FLARED DRIVE APPROACH (10)</td>
<td>S.F.</td>
<td>1,265</td>
<td>14.00</td>
<td>$17,710.00</td>
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<tr>
<td>5</td>
<td>REMOVE AND REPLACE 6' WATERWAY</td>
<td>L.F.</td>
<td>175</td>
<td>112.00</td>
<td>$19,600.00</td>
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<tr>
<td>6</td>
<td>REMOVE AND REPLACE 4' SIDEWALK</td>
<td>S.F.</td>
<td>580</td>
<td>12.75</td>
<td>$7,395.00</td>
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<tr>
<td>7</td>
<td>REMOVE AND REPLACE CURB &amp; GUTTER</td>
<td>L.F.</td>
<td>672</td>
<td>43.00</td>
<td>$28,896.00</td>
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<td>8</td>
<td>WATERWAY TRANSITION STRUCTURE</td>
<td>S.F.</td>
<td>2,078</td>
<td>18.50</td>
<td>$38,443.00</td>
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<td>9</td>
<td>ADJUST MANHOLE</td>
<td>E.A.</td>
<td>15</td>
<td>450.00</td>
<td>$6,750.00</td>
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<tr>
<td>10</td>
<td>REMOVE AND REPLACE CONCRETE COLLAR</td>
<td>E.A.</td>
<td>15</td>
<td>450.00</td>
<td>$6,750.00</td>
</tr>
<tr>
<td>11</td>
<td>REMOVE AND REPLACE BOLLARD</td>
<td>E.A.</td>
<td>1</td>
<td>200.00</td>
<td>$200.00</td>
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BID FORM 00300 - 2
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<tr>
<th></th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tr>
<td>12</td>
<td>REMOVE AND REPLACE CONCRETE PAD</td>
<td>S.F.</td>
<td>50</td>
<td>$8.00</td>
<td>$400.00</td>
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<tr>
<td>13</td>
<td>RESET WATER VALVE ELEVATION AND ADD COLLAR</td>
<td>E.A.</td>
<td>1</td>
<td>$500.00</td>
<td>$500.00</td>
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<tr>
<td>13A</td>
<td>REMOVE AND REPLACE ASPHALT (4&quot; ASPHALT, ROADWAYS)</td>
<td>S.F.</td>
<td>74,176</td>
<td>$1.95</td>
<td>$144,643.20</td>
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<tr>
<td>14</td>
<td>REMOVE AND REPLACE ASPHALT (3&quot; ASPHALT, ROADWAYS)</td>
<td>S.F.</td>
<td>74,176</td>
<td>$1.56</td>
<td>Do not include in total</td>
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<td>15</td>
<td>CURB PAINTING (RED)</td>
<td>L.F.</td>
<td>130</td>
<td>$2.25</td>
<td>$292.50</td>
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<tr>
<td>16</td>
<td>INSTALL CROSSWALK MARKINGS</td>
<td>S.F.</td>
<td>96</td>
<td>$3.25</td>
<td>$312.00</td>
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<td>17</td>
<td>RESTORATION IMPROVEMENTS*</td>
<td>L.S.</td>
<td>-</td>
<td>-</td>
<td>15,000</td>
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<tr>
<td>18</td>
<td><em>SUBGRADE STABILIZATION</em></td>
<td>L.S.</td>
<td>-</td>
<td>-</td>
<td>30,000</td>
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<td></td>
<td><strong>Total Bid Amount</strong></td>
<td></td>
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<td></td>
<td><strong>$337,608.10</strong></td>
</tr>
</tbody>
</table>

NAME OF BIDDER: Miller Paving, Inc. DATE: 4-04-19

COMPLETION DATE:

I/We guarantee to complete the work within a 90-day substantial completion and a 120-day final completion, after receipt of Notice to Proceed should I/We be the successful bidder.

Liquidated damages for this portion of the work is $750.00 per calendar day.

This bid shall remain good for 60 days after bid opening. Unit prices shall remain in effect for the period of 18 months commencing with the bid date.

Bidders are required to submit to the Midvale City a copy of their State of Utah Contractor’s License, including a statement of licensure limits. If bidder has request an increase of monetary licensure limits, a copy of that request must be attached to the Bid at the time the Bid is submitted to the Midvale City.
Midvale City
Foxbridge Dr.

To the City of Midvale

Gentlemen:

The undersigned, in compliance with your invitation for bids for the

Foxbridge Drive Project

having examined the Drawings and Specifications and related documents and the site of the proposed work and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposed to furnish all labor, materials and supplies as required for the work in accordance with the contact documents as specified and within the time set forth and at the price stated below. This price is to cover all expenses incurred in performing the work required under the contract documents of which this Proposal is a part:

Quantities shown are approximate. Owner reserves the right to increase quantities by 50% or decrease quantities by 50% from the above stated unit prices to stay within budget.

I/we guarantee to complete the work by ____________, should I/we be the successful bidder.

(Signature)

a. Communication concerning this Bid shall be addressed to the following address:

Midvale City Corporation
7505 South Holden Street
Midvale, Utah 84047

b. The terms used in this Bid which are defined in the General Conditions of Construction Contract included as part of the Contract Documents have the meaning assigned to them in the General Conditions.

SUBMITTED on ____________, 20___
Contractor

By ____________, Robert C. Miller

(President)

Business Address P.O. Box 571039 Murray, UT 84157-1039

Phone No. 801.262.5922 Date 4.04.19

State Department of Business Regulation License No.

General Contractor: 292925-5501

Business License #1561
BID SECURITY

Upon receipt of "Notice of Acceptance" of this bid, the undersigned agrees to execute the Contract within five (5) days and deliver the Payment Bond and the Performance Bond in the prescribed form in amount One Hundred Percent (100%) of the General Construction Contract Price for faithful performance of the Contract. The Certified Check, Cashier's Checks or Bid Bond attached, in the amount of no less than five percent (5%) of the above bid sum, shall become the property of the City in the event that the Contract is not negotiated and/or the Owner's Protective Bonds are not delivered within the time set forth, as liquidated damages for the delay and additional expense caused thereby.

Enclosed is [Bid Bond] as required in the
(Certified Check, Cashier's Checks or Bid Bond)

sum of sixteen thousand eight hundred eighty dollars and forty-one cents
(DOLLARS)$16,880.41 (5% of Bid)
1. Materials
   1. Portland Cement Concrete Supplier
   2. Asphaltic Concrete Supplier

2. Subcontracted Information
   Work Subcontracted: Stripping
   Name of Subcontractor: RW Striping

3. Contractor Information
   Bidder's Representative: Miller Paving, Inc. - Bruce Cunningham
   Name: Miller Paving, Inc.
   Address: P.O. Box 571039
   Murray, UT 84157-1039
   Telephone: 801-762-5922
   Contractor License No.: 292925-5501
   Issuing State: Utah
   License Type: General Contractors

   Submitted By: Miller Paving, Inc.
   By: [Signature]
   Title: [Signature]

   SEAL
   (If a Corporation)

   P.O. Box 571039
   Business Address
   Murray, UT 84157

   City and State

DATE: 4.04.19
DOCUMENT 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Miller Paving, Inc. hereinafter called the Principal, as Principal, and the Western Surety Company, of a corporation duly organized under the laws of the State of Utah, hereinafter called the Surety, as Surety, are held and firmly bound unto Midvale City, hereinafter called the Obligee, in the sum of Five Percent of the Bid Amount DOLLARS ($5% of the Bid Amt.). For the payment of which sum, well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, THE PRINCIPAL HAS SUBMITTED A BID FOR:

"Foxbridge Drive"

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this 4th day of April A.D. 20XX

PRINCIPAL: Miller Paving, Inc.

Seal:

By: [Signature]

Its: President

In the Presence of:

Witness

Witness Lindsey Plattner

Western Surety Company

Surety Seal:

Title: Tina Davis, Attorney-in-Fact

BID BOND 00410-1
State of UT } ss:
County of Salt Lake

On April 04, 2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Western Surety Company

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/18/2020

Lindsey Plattner  Notary Public
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tina Davis, Lindsey Plattner, Lisa Hall, Linda Nipper, Individually

of Salt Lake City, UT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of July, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota } ss

County of Minnehaha

On this 9th day of July, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinafore set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4TH day of APRIL, 2019.

L. Nelson, Assistant Secretary

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.
STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE: 11/30/2009
EXPIRATION DATE: 11/30/2019
ISSUED TO: Miller Paving Incorporated
PO BOX 571039
MURRAY UT 841571039

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)
292925-5501 Contractor With LRF DBAs: None Associated
E100, S400
Murray City Corporation
4646 South 500 West, Murray, UT 84123

BUSINESS LICENSE

THIS LICENSE EXPIRES 11/30/2019

MILLER PAVING, INC.
PO Box 571039
Murray, UT 84157

Business ID #: 1561
License #: 1561
License Expires: 11/30/2019

This certifies that MILLER PAVING, INC. is authorized to conduct business as:

Heavy Construction NEC at: 5640 S Riley Ln

Date Issued: 11/15/2018
Employees: 52
Vehicles: 33

By __________________________
Mayor

By __________________________
City Recorder

This License is NOT Transferable
PROJECTS COMPLETED FOR MIDVALE CITY CORPORATION

1. MIDVALE 9TH AVE ROADWAY RECONSTRUCTION
   Completion: 2016
   Scope of Work: Earthwork, grade, pave, concrete site work, storm drain and minor landscape restorations.

2. LENNOX STREET RECONSTRUCTION
   Completion: 2016
   Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

3. HEATHER STREET RECONSTRUCTION
   Completion: 2010
   Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

4. LASALLE – HOOVER STREETS
   Completion: 2010
   Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape
5. COOLIDGE STREET RECONSTRUCTION
Completion: 2008
Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

6. PINE STREET RECONSTRUCTION
Completion: 2006
Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

7. ELM STREET RECONSTRUCTION
Completion: 2006
Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

8. LOCUST STREET RECONSTRUCTION
Completion: 2006
Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

We Thank You for Your Business throughout the years.

Sincerely,

Bob Miller

MILLER PAVING INC.

P.O. BOX 571039 / MURRAY, UTAH 84157-1039 / 801.262.5922 / FAX 801.262.5974
5640 SOUTH RILEY LANE / MURRAY, UTAH 84107-1557
MAJOR ROAD PROJECTS COMPLETED

1. Murray City 6600 South Project
   
   Location: Murray, Utah
   
   Contracted with Murray City Corporation
   
   Superintendent: John Perryman
   
   Contract Amount: $615,328.10
   
   Completion Date: 10/01/18
   
   Material Supplier: Granite Construction, WindRiver Recycling
   
   Scope of Work: Earthwork, Fine Grading, Rotomill, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair
   
   Contact: Chris Zawislak (801)712-9379

2. South Jordan City 2017 Overlay
   
   Location: South Jordan, Utah
   
   Contracted with South Jordan City Corporation
   
   Superintendent: John Perryman
   
   Contract Amount: $1,402,409.50
   
   Completion Date: 09/01/17
   
   Material Supplier: Granite Construction
   
   Scope of Work: Mill and overlay, raise and lower valves.
   
   Contact: Deven Serr (801)253-5203 Ext# 1372
3. **Pepperwood Drive Sidewalk Project**

   Location: Sandy City, Utah

   Contracted with Sandy City Corporation

   Superintendent: Bruce Cunningham

   Contract Amount: $115,341.00

   Completion Date: 06/12/17

   Material Supplier: Granite Construction

   **Scope of Work:** Earthwork, Fine Grading, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair

   Contact: Raymond Reeves (801)568-2981

4. **Midvale 9th Ave Reconstruction**

   Location: Midvale City, Utah

   Contracted with Midvale City Corporation

   Superintendent: Bruce Cunningham

   Contract Amount: $392,111.00

   Completion Date: 10/31/16

   Material Supplier: Granite Construction

   **Scope of Work:** Earthwork, Fine Grading, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair

   Contact: Keith Ludwig (801)256-2574
5. Chevy Chase Road Improvements

Location: Murray City, Utah

Contracted with Murray City Corporation

Superintendent: Kelly Rodgers

Contract Amount: $357,900.00

Completion Date: 07/31/16

Material Supplier: Granite Construction

Scope of Work: Earthwork, Fine Grading, Rotomill, Pulverize, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair

Contact: Mike Pfeiffer (801)270-4050

6. Lennox Street Reconstruction

Location: Midvale, Utah

Contracted with Midvale City Corp

Superintendent: Bruce Cunningham

Contract Amount: $179,559.00

Completion Date: 05/31/16

Material Supplier: Granite Construction/ Asphalt Material Inc./ Geneva Rock Products

Scope of Work: Earthwork, Fine Grading, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Catch Basins, Landscape Repair

Contact: Keith Ludwig (801)256-2574
7. **Park City Main Street**

   Location: Park City

   Contracted with Park City Municipal Corporation

   Superintendent: Bruce Cunningham

   Contract Amount: $923,393

   Completion Date: 2015

   Material Supplier: Granite Construction

   Scope of Work: Concrete Sidewalk, Curb and Gutter, archways and benches

   Contact: Kim Atkinson (435)615-5222

8. **5900 S. Road Improvements Murray**

   Location: 5900 S. Murray Utah

   Contracted with Murray City Corporation

   Superintendent: Mark Picket

   Contract Amount: $3,097,899

   Completion Date: 12/2014

   Material Supplier: Granite Construction

   Scope of Work: Earthwork, Road Base, Asphalt Paving, Sidewalk, Pipe work, Landscape and Electrical

   Contact: Danny Astill (801)270-2443
# EQUIPMENT LIST

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<thead>
<tr>
<th>UNIT #</th>
<th>YEAR</th>
<th>MAKE</th>
<th>MODEL</th>
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<td>2003</td>
<td>1991</td>
<td>Ford</td>
<td>LN9000 Dump Truck</td>
</tr>
<tr>
<td>2004</td>
<td>2006</td>
<td>Kenworth</td>
<td>T300 Bobtail Dump</td>
</tr>
<tr>
<td>2011</td>
<td>2002</td>
<td>Freightliner</td>
<td>FL112 3 Axle Dump/Plow</td>
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<td>2012</td>
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<td>Ford</td>
<td>F650 Super Duty</td>
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<td>2013</td>
<td>2018</td>
<td>Kenworth</td>
<td>T270</td>
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<tr>
<td>2014</td>
<td>2016</td>
<td>International</td>
<td>4300 Tymco Sweeper</td>
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DOCUMENT 00500

AGREEMENT FORM

THIS AGREEMENT dated as of the ______ day of ______ , 2019, is by and between Midvale City (hereinafter called OWNER), and ______ Miller Paving, 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 “Foxbridge Drive” in Midvale City, Salt Lake County, Utah.

Article 2. ENGINEER

The Project has been designed by: RM2 CONSULTANT ENGINEERING

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 will be substantially completed on or before 60-day substantial completion, and will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions on or before 90 day from issuance of notice to proceed. (If weather shutdown is agreed upon, revised dates will be established).

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 $337,608.10 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. 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.

\[ \text{90\% of Work completed} \]

5.1.2. Upon Substantial Completion, 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. 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.

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.

AGREEMENT FORM
8.8. Addenda numbers ____ NA _____ to ______________ inclusive.

8.9. CONTRACTOR'S Bid

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.

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.
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 April 11, 2019.

OWNER: Midvale City

By: [Signature]

[CORPORATE SEAL]

Attest: [Signature]

Address for giving notices:
7505 So Holder Street
Midvale, UT 84047

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

CONTRACTOR: Miller Paving, Inc.

By: [Signature]

[CORPORATE SEAL]

Attest: [Signature]

Address for giving notices:
P.O. Box 571039
Murray, UT 84157-1039

License No. 292925-5301

Agency for service process:

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