

Company:	Interstate Rock Products, Inc.
Project:	LaFave to Montclair Sidewalk
Dated:	10 August 2022

Springdale SR-9 Sidewalk Project Agreement

Interstate Rock Products, Inc. ("Contractor") will provide labor and materials for construction of sidewalk, concrete flatwork, a rock retaining wall, and Redi-Rock retaining walls alongside SR-9 from the north end of the LaFave property to the Montclair Inn and Suites, hereinafter called the "Project." The Project will meet all of the Town of Springdale's ("Town" or "Springdale") safety, performance, design, and aesthetic standards.

Labor and materials for as specified in Contractor's Statement of Proposed Fees is \$ 722,711.90

Now, therefore, Contractor and the Town agree as follows:

1. Contract Price and Anticipated Scope of Work. The contract amount of **\$722,711.90** and scope of work are based on the anticipated installation and construction of sidewalk, walls, retention walls, and other construction elements alongside SR-9 and from the end of the property line of the north end of LaFave Rentals to the south end of Montclair Inn and Suites. Those requirements may change, and Contractor agrees that it will charge no more than the amounts stated in the attached price sheet for any change. To be valid, any change to the contract amount or scope must be agreed upon by both parties in a written and signed change order.

Contractor's scope of work for this project is as follows: (a) Conduct a Predesign Drone Flight of the project area to give an overview of the area; (b) provide design plan and meet with stakeholders involved with the design of the project, including Town of Springdale, UDOT, and Interstate Rock Products, Inc.; (c) complete a geotechnical report from a geotechnical engineer; (d) design, plan, install, engineer, and provide updates for installation of sidewalk, pedestrian ramps, retention and Redi-Rock walls, and all other construction items related to the project and design; and (e) return public and private landscaping and infrastructure to the original condition around newly installed sidewalks and the relocation of utilities.

The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the Project described in this Agreement. Springdale will not be charged for any materials that are not ultimately used in the project.

Springdale has the unilateral right to order changes to the work within the scope of this contract and changes in the time of performance of the contract that do not alter the scope of work.

2. Termination. Springdale may suspend work or terminate the contract if the contractor (a) fails to supply adequately skilled, adult workers or proper materials or equipment for the work; (b) fails to

make payments owed by contractor to its subcontractors or suppliers; (c) violates a law, ordinance, or safety regulation in the performance of the work; or (d) has substantially breached this contract.

3. Warranties and Representations. Contractor warrants that all materials used and incorporated into the work are new and rightfully transferred, are of good title, and they will be delivered free of lien or encumbrance. Contractor agrees to obtain signed lien releases from all subcontractors and material suppliers that perform work on a Town project and Contractor agrees to pay for all labor and materials so that mechanic's liens are not filed against Town property. Contractor agrees and warrants that Contractor will perform the work in a good and workmanlike manner in accordance with the bid documents and any plans and specifications for the work.

Contractor represents that Contractor is licensed in the state of Utah and in compliance with all applicable laws to perform the work defined by this contract. Contractor must comply with all workers' compensation, employment laws, and OSHA requirements. Contractor must also comply with all local, state, and federal law in the performance of its work.

Contractor assumes risk of loss of materials until the contract is fulfilled.

In addition to other warranties in this Agreement, Contractor warrants that its scope of work performed under this Agreement conforms to Agreement requirements and is free of any defect in equipment, material, or workmanship performed by Contractor or its subcontractors and suppliers at any tier, which warranty shall be for a minimum period of one (1) year. If, within one year, of completion Springdale determines that any of the work is defective or does not meet current standards or specification, contractor will promptly correct the work at contractor's sole expense.

4. Insurance Coverage. Contractor will, at Contractor's expense, maintain general liability insurance coverage for persons and property, including completed operations coverage and contractor liability coverage, of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

5. Contract Security; Payment Bonds and Performance Bonds. Prior to the commencement of work under this Agreement, Contractor must provide evidence of a Performance Bond and a Payment Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety company satisfactory to the Town, will be required for the faithful performance of this Agreement. If, at any time, a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Project is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall, within 10 days) after notice from the Town to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Town. The premiums on such Bond shall be paid by the Contractor.

6. Assignment. Neither the Contractor nor the Town shall sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof, or their rights, title, or interests therein, or their obligations thereunder, without written consent of the other party.

7. Indemnification. Contractor will indemnify and hold harmless Springdale from any claim, demand, suit, or judgment which may be made, commenced, or rendered against either party by reason of any act or omission by Contractor, Contractor's employees, or agents, however caused.

8. Counterparts. This Agreement may be signed in counterpart, and when so signed, then all such counterparts taken together will constitute one agreement. Any party's signature on this Agreement may be given by fax, email, or other electronic means, and such copy will be considered admissible secondary evidence of the party's original signature.

9. Headings. The section headings in this Agreement are inserted for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions of the agreement.

10. Governing Law, Venue, and Attorney's Fees. This contract must be interpreted and construed in accordance with Utah law. In the event of any legal action on this contract, the prevailing party is entitled to attorney's fees and costs from the other party. The parties agree that venue for any legal action related to this contract will be Washington County, State of Utah.

Dated this ____ day of August 2022.

TOWN OF SPRINGDALE

INTERSTATE ROCK PRODUCTS, INC.

Barbara Bruno, Mayor



Colt Stratton, Engineering Department Head

Attest:

Darci Carlson, Town Clerk

All signatures are required to fully accept and execute this contract.