

REQUEST FOR BIDS  
THIS IS NOT AN ORDER   RETURN ORIGINAL   KEEP ONE COPY

BID # 2024-007  
**2024-2025 CONCRETE PROJECTS**

Return your Bid in an envelope, sealed and clearly marked on the outside with Bid # shown:

**CITY OF SPRINGVILLE  
FINANCE DEPARTMENT  
ATTN: BRUCE RIDDLE  
110 SOUTH MAIN STREET  
SPRINGVILLE, UT 84663**

Bids must be received and logged in prior to the date and time indicated. Bids will not be accepted after:

**1:00 p.m. Thursday, March 14, 2024**

For Technical Information Contact:
Jason Riding, Streets Superintendent
Email: <a href="mailto:jriding@springville.org">jriding@springville.org</a>
Phone: (801) 489-2765

Delivery Requirement:

**FAILURE TO SIGN THIS SECTION WILL DISQUALIFY YOUR RESPONSE**

The undersigned agrees to furnish the products and/or services listed in this document at the prices and terms stated, subject to the requirements of this Request for Bids and the Contract Documents:

Firm Name	
Signature	
Printed Name	
Date	Phone
Fax	
Email	Website

**This proposal is a paper based bid requiring Respondents to submit their final proposal to the above address prior to the bid opening.**

BID #2024-007

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**SPRINGVILLE CITY  
Concrete BID**

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SECTION 4	Bid/Proposal Form

**NOTE: The Contractor is responsible for reading the contents of this bid, including but not limited to, the Scope of Work, General Requirements, Specifications and Agreement. He is also responsible to visit the work site before presenting his bid.**

Springville City is now accepting sealed bids for the 2024-2025 Concrete Projects. **This project will include a variety of Concrete work throughout the city as needed for multiple City departments.** All sealed bids must be received by Springville City Public Work's Office by **1:00 p.m. on Thursday, March 14, 2024.**

## SECTIONS 1 - INSTRUCTIONS TO BIDDERS

Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Agreement, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for withdrawal of a bid after opening or for a claim after award of the Agreement.

The sealed bids will be opened by the Springville City Finance Director, Bruce Riddle or designee at Springville City Hall, 110 South Main on **Thursday, March 14, 2024 at 1:00 p.m.** Sealed bids shall be received by mail or hand delivered to (Attention : Bruce Riddle) before **1:00 p.m. on Thursday March 14, 2024. NO LATE BIDS WILL BE ACCEPTED.**

These items should be considered before filling out the bid and bidding schedule:

1. INTERPRETATION OF QUANTITIES IN THE SCHEDULE: Any quantities appearing in the Specifications for this project are only approximate, and were prepared by Springville City personnel. These quantities will be used for bidding. The actual quantities for construction may vary and should be determined by the Contractor based on his individual analysis of conditions. In the event certain areas of the project are given a higher priority, those areas, as designated by the City Streets Superintendent, will receive construction attention first. In the event certain areas are deleted due to unforeseen appropriation of funds, or deemed not economically feasible, or for whatever reason, those areas will be deducted from the bid and payment amount.
2. BIDDING SCHEDULE: The bidder shall submit his bid upon the bidding schedule and bid sheets provided by Springville City. The total amount of the bid is obtained by unit priced items multiplied by the estimated quantities. All the figures shall be in ink or typed! The bid must be signed in ink by the individual who prepared the bid and by the owner of the company. The address and phone number of the individual or firm represented by the bid must be on the bid.
3. IRREGULAR PROPOSALS: Bids shall be considered irregular and may be rejected for the following:
  - a. If the bid is on a form other than that furnished by Springville City; or if the form is altered, or any part thereof is detached.
  - b. If there are unauthorized additions, conditional, multiple or alternate bids, or irregularities of any kind, which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
  - c. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
  - d. If the bid at the opening does not contain a signed bid, a signed bidding schedule, and all requested documents.
  - e. Any erasure or alteration of figures of unit prices not initialed in ink by the bidder.
  - g. If the Contractor is not qualified legally to contract.

#### 4. ACCEPTANCE OF BID:

- a. Springville City reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Springville City. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.
- b. The responding party agrees that Springville City may terminate this procurement procedure at any time, and Springville City shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFB, or such party's response.

5. DISPOSITION OF BIDS: All bids (and the information contained therein) shall become the property of Springville City. No bid shall be returned to the respondent regardless of the outcome of the selection process.

6. EVALUATION CRITERIA: All bids will be evaluated by authorized representatives of Springville City for compliance with the terms and conditions contained in this RFB and the resulting contract awarded to the lowest responsive and responsible bidder. The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors but not be limited to: price, Vendor Evaluation Report, handling, storage, disposal costs, installation, conformity to specifications, financial ability to meet the contract, previous and or past performance, facilities, equipment, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors.

#### 7. GENERAL:

- a. Springville City will award a contract in reliance upon the information contained in bids submitted in response to the RFB. Springville City will be legally bound only when and if there is a signed contract entered into between Springville City and the awarded bidder.
- b. It is vitally important that any person who signs a bid or contract on behalf of a respondent certifies that he or she has the authority to so act. The bidder who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.
- c. Receiving this RFB or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFB. Springville City shall have no liability to any person or entity under or in connection with this RFB, unless and until Springville City and such person have executed and entered into a contract pursuant to the terms of this RFB.
- d. By responding to this RFB each responding party acknowledges that neither Springville City nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFB. The responding party further agrees that neither Springville City nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFB process or the use of the information contained in this RFB. Only the terms and conditions contained in a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the responding party in any manner as having any legal effect whatsoever.

## SECTION 2 - GENERAL TERMS AND CONDITIONS

The Contract Documents for this Request for Bids shall include the Instructions to Bidders, General Terms & Conditions, Requirements & Specifications, a separately signed Independent Contractor Agreement and all Addenda. Bidders must base their bids on all the requirements and specifications in the Contract Documents. The Contract Documents shall become the Contract between the selected bidder and the City.

### AMENDMENTS:

No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by a written agreement signed by the parties.

### ASSIGNMENT:

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of the other party to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

### BINDING AGREEMENT:

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

### BONDS:

Before this Agreement is awarded by Springville City the Contractor shall furnish Springville City the following bonds:

1. A **payment and performance bond** satisfactory to the City in an amount equal to 100% of the price specified in the Agreement, to assure the faithful performance of the Agreement, for the protection of Springville City, to be held until final acceptance by Springville City of all aspects of this project;

The bond shall be:

1. Binding upon the award of the Agreement;
2. Executed by a surety company or companies duly authorized to do business in the State of Utah, or, in the form of cash or other certified funds;
3. Payable to Springville City;
4. Filed with the Springville City Public Works Department in a timely manner following the Closing Date for Receipt of Bids; and
5. Increased if the contract price is increased by change order or otherwise subsequent to entering into the Agreement.

Springville City will hold the Payment Bond for 90 days subsequent to the completion of the project.

No Bid Bond is required for this bid.

#### TERMINATION:

Springville City may terminate this Agreement at any time and for any reason by giving the contractor a 30-day written notice of termination.

#### INDEMNIFICATION:

The Contractor shall defend, indemnify, save and hold harmless Springville City, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgments, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) Contractor, its subcontractors, agents or employees performance of this Agreement or their provision of any services required herein to be performed by the Contractor or its subcontractors, agents or employees, and (b) any act or omission of Contractor, or its subcontractors, agents or employees. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this Agreement.

#### INDEPENDENT CONTRACTOR:

Contractor states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or agreements as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Springville City, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this AGREEMENT. Springville City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of Springville City for any purpose, and the employees of Contractor are not entitled to any of the benefits that Springville city provides for City's employees. It is understood that Springville City does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with Springville City.

Both parties agree that Contractor shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Contractor shall have no authorization, express or implied, to bind Springville City to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Springville City.

#### INSURANCE:

The Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than \$1,000,000 per occurrence and \$2,000,000 aggregate or as modified by the risk manager pursuant to state statute during the term of this Agreement. This coverage shall provide liability insurance to cover the activities of Contractor including Contractor's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this Agreement. **This insurance shall name "Springville City, 110 South Main, Springville, Utah 84663" as an additional insured.** Prior to commencing any work, Contractor shall provide a Certificate of Insurance to Springville City, evidencing that the Contractor has this insurance in place and shall maintain said insurance for the duration of this Agreement.

Prior to execution of the Agreement, the selected Contractor shall provide a Certificate of Insurance to Springville City evidencing that the Contractor has Workers Compensation Insurance for the Contractor, all subcontractors, and all employees of the Contractor and/or subcontractors.

The Contractor shall file all required certificates of insurance with the Springville City Public Works Department in a timely manner following the Closing Date for Receipt of Bids.

**LEGAL:**

The Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

**LICENSE:**

The Contractor shall have a current "Business License", issued by the county or city in which the Contractor's business is located, and shall provide proof of such license prior to the commencement of said work.

The Contractor shall be a licensed "General Contractor" through the State of Utah, Utah Division of Occupational and Professional Licensing, to perform construction work in this State. He shall provide proof of such license prior to the commencement of said work.

**NON-DISCRIMINATION AND EQUAL OPPORTUNITY:**

The Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

**LAWS AND ORDINANCES:**

The laws of the State of Utah shall govern the Contract. Further, the place of performance and transaction of business shall be deemed to be in the Utah County, Utah, and in the event of litigation, exclusive venue and place of jurisdiction shall be Utah, and more specifically, the district court of Utah County, Utah.

The Contractor agrees to register and participate in a Status Verification System such as E-Verify, to verify the work eligibility status of the Contractor's new employees that are employed in the state. The Contractor further agrees to have each contractor or subcontractor who works for or under main

contractor, certify by affidavit that the contractor or subcontractor has verified through a Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

#### NOTICES:

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

#### PAYMENT:

The Contractor shall be paid by Springville City within 30 days of the invoice. All bills must be received by the Streets Department Superintendent. Each bill shall be itemized as to work performed and shall show progress of the work that can be verified. Actual payment will be based upon inspection by the Streets Department Superintendent who will certify that the work has been performed in a workmanlike manner. Payments may be withheld from the Contractor by the City in order to protect or offset the City from loss due to:

1. Defective work not remedied.
2. Liens or claims filed or reasonable evidence of probable filing.
3. The Contractor's failure to promptly pay subcontractors for labor and/or materials accepted by the Contractor.
4. The City's reasonable doubt that the project can be completed for the unpaid balance of the contract price.
5. Damage to another contractor.
6. Failure to maintain scheduled progress.
7. Any other failure of the Contractor which results in liability for the City.

#### LIQUIDATED DAMAGES:

The Contractor agrees to deliver services as quoted in this proposal. Failure to deliver as quoted constitutes an event of default. The actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay the City, liquidated damages for each calendar day of delay, an amount of \$300.00 per day, up to a maximum of sixty (60) calendar days. Should the Contractor be unable to complete the delivery at the end of the sixty (60) day period, the City, at its option, may treat the contract as breached, terminate the contract, purchase substitute product else-where, and charge the full increase, if any, in cost and handling for such purchase to the defaulting Contractor, and seek such additional relief as provided by law. The Contractor shall not be charged for liquidated damages when delay arises out of causes beyond control and without the fault or negligence of the Contractor.

#### UTILITIES:

Care shall be taken to preserve and protect existing utilities, pole lines, signs, pipelines and improvements from injury or damage during construction operations. The Contractor shall hold Springville City harmless and reimburse owners and utilities for any damage to their properties, utilities, pole lines, signs, pipelines and improvements, and interference with their service caused through Contractor's operations. The Contractor has the responsibility for contacting "Blue Stake".

#### WARRANTY:

The Contractor warrants to Springville City that all materials furnished under this Agreement will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects



and in conformance with this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Springville City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

If, within one year after the Date of Substantial Completion of the work, or designated portion thereof, or within one year after acceptance by Springville City, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the work or materials are found to be defective or does not conform with this Agreement, the Contractor shall correct it promptly after receipt of a written notice from Springville City to do so. This obligation shall survive termination of this Agreement.

### SECTION 3 - REQUIREMENTS & SPECIFICATIONS

#### INTENT OF AGREEMENT:

The intent of the Agreement is to provide for the construction and completion in every detail of the Concrete work as described. The Contractor shall furnish all labor, materials, equipment, tools, transportation, traffic control and supplies required to complete the work in accordance with the Specifications, General Requirements, and terms of this Agreement.

#### ALTERATION OF PLANS OR CHARACTER OF WORK:

The Streets Department Superintendent reserves the right to make at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction, and the elimination of one or more items as may be found necessary or desirable. Such alterations may include small projects for other City departments during the term of the agreement. Alterations shall not be considered as a waiver of or release of the surety. The Contractor agrees to accept the work as altered the same as if it had been a part of the original Agreement. The Contractor shall proceed with the work alterations when ordered in writing

#### AUTHORITY OF THE CITY ENGINEER:

The City Engineer will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed and as to the rate of progress of work. He will also decide all questions which may arise as to the acceptable fulfillment of the Agreement on the part of the Contractor. The City Engineer will have the authority by written order to suspend work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the Agreement; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the progress of the work; or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

#### SPECIFICATIONS:

- All work performed by the Contractor shall meet or exceed all applicable specifications listed in the Springville City "Standards and Specifications"

### SCOPE OF WORK

Construction work consists of excavation and removal of sections of existing sidewalk, curb and gutter, and concrete drive approaches; saw-cutting, excavation and removal of asphalt; construction of new concrete sidewalk and 2 ½ -foot concrete curb and gutter and matching into existing driveways.

Construction shall include all necessary untreated road base (APWA spec) under sidewalk, curb and gutter, concrete flared driveway approaches, concrete flatwork and waterway transitions with proper compaction of material. Asphalt shall be replaced with a minimum 3-inch hot-mix asphalt over a minimum of 8-inch untreated road base course (APWA spec). Landscaping replacement shall be performed for the length of the project with fine grading, sod placement and restoration of irrigation systems.

Other construction items consist of construction of area drains, curb outlets, concrete waterways, collaring manholes, water valves and storm inlets, re-location of mailboxes, signs, fencing, water meters and other items that are required to construct sidewalk and curb and gutter.

- A. *Notify Public Safety if vehicles need to be moved.*
- B. *Do not work in the direction of rush hour traffic during peak commute times.*
- C. *Give residents 24-hr minimum advance notice of work adjacent to their homes.*
- D. *Perform asphalt patching as per Springville City Standards and Specs.*
- E. *Commence each specific work project within 10 working days, and finish within 25 working days from the date of the City's request. Unit costs should reflect this understanding.*
- F. *Protect and restore all existing surface improvements, including but not limited to: manholes, valves/boxes, inlets, landscaping, sprinkler systems, mailboxes, decorative edging, etc.*
- G. *All work will be subject to approval of Springville City Public Works inspectors and must conform to Springville City Standards, Specifications and Drawings. These are available online at [www.springville.org](http://www.springville.org).*

### TRAFFIC CONTROL - 1.5 (Section 01555 of the Manual of Standard Specifications)

The Contractor shall provide traffic control following the "Manual on Uniform Traffic Control Devices". The Contractor will notify all homes on the streets 24 Hrs. in advance to the construction process. Related costs for ALL traffic control, warning signs and needed flagmen are the responsibility of the Contractor. All flagging operations must meet MUTCD traffic control plans. Any road closures must be approved in advance with Springville City Engineer's approval.

## SECTION 4 - BID PROPOSAL

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Business License Number

\_\_\_\_\_

State Contracting License Number

\_\_\_\_\_

Name, Address, and Phone Number

\_\_\_\_\_

State License Classification Number

The undersigned, after having personally and carefully examined the scope of work, the Specifications and form of the agreement, all of which are made a part hereof, proposes to furnish all labor, equipment, tools and machinery, and to furnish and deliver all materials not specifically mentioned as being furnished by the local agency, which are required in the construction of the:

BIDDING SCHEDULE

2024-2025  
Concrete Bid Tab

**Bid Option A. (Form and Pour Only)**

Item Description	Est. Qty.	Unit	2024 Prices	Cost with Springville Supplying Concrete
Form & Place 30" Curb and Gutter	10	L.F.		
Form & Place 6" thick Concrete Flat Work	50	S.F.		
ADA ramp form and pour	1	Each		

**Total Cost**      \$ \_\_\_\_\_

**Bid Option B**

Item Description	Est. Qty.	Unit	2024 Prices	Cost with Springville Supplying Concrete
Remove and Dispose of Concrete Flat Work	50	S.F.		
Remove and Dispose of Asphalt Pavement	10	S.F.		
Remove and Dispose of Concrete Waterway (includes steel reinforcement)	50	S.F.		
Saw Cut Asphalt	10	L.F.		
Saw Cut Concrete	10	L.F.		
Saw Cut Back of Curb	10	L.F.		
Saw Cut Curb and Gutter	10	L.F.		
Excavate and prep 6" road base (APWA spec)	10	L.F.		
Form & Place 30" Curb and Gutter	10	L.F.		
Furnish & Install ADA Matt	1	Each		NA
Form & Place 6" thick Concrete Flat Work	50	S.F.		

Concrete cross gutter and/or frogs (including rebar)	25	S.F.		
Asphalt Repair (match existing, min. 3" thick)	10	S.F.		
ADA Curb Wall (6" wide)	10	L.F.		
Concrete Lifting per Section	1	Each		
Traffic Control	1	Each		
Adjust Manhole, concrete to grade	5	Each		
Adjust Inlet, concrete to grade	5	Each		
Adjust Water Valve, concrete to grade	5	Each		

**Total Cost**                      \$ \_\_\_\_\_

**Notes:**

Estimated quantities shown for the purposes of bid comparison only. Pay amounts will be based upon actual measured quantities of improvements constructed in both options. Both options may be awarded together or separately depending upon the low bid.

While individual concrete replacement locations may be scattered geographically across the City they will be grouped together such that the quantity of concrete to be placed in each callout will not be less than five cubic yards (5 CY) at a time. Contractor must commence each specific work project **within 10 working days**, and finish within 20 working days from the date of the City's written request. Unit costs should reflect this understanding.

Emergency repairs will be completed by the City and prices for such should not be included in the unit costs.

Prices include protection and restoration of all existing surface improvements, including but not limited to: landscaping, sprinkler systems, mailboxes, decorative edging, etc.

Prices include traffic control to Springville City and MUTCD standards.

All construction must conform to Springville City Standards, Specifications and Drawings. These are available online at [www.springville.org](http://www.springville.org)

\_\_\_\_\_  
Signature of the Preparer

\_\_\_\_\_  
Company Seal

\_\_\_\_\_  
Title of Preparer

**Note: Actual payment for the work shall be based upon the actual work completed, approved and accepted by Springville City. Springville City reserves the right to eliminate portions of work from this bid and contract because of budget constraints or high construction costs.**

## PROFESSIONAL AGREEMENT WITH INDEPENDENT CONTRACTOR

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between ***SPRINGVILLE CITY***, 110 S Main, Springville, Utah (hereinafter referred to as the “City”), and \_\_\_\_\_, of \_\_\_\_\_, Utah (hereinafter referred to as the “Contractor”).

### RECITALS

A. Contractor owns and operates a Concrete business at the address set forth above, and owner desires to have the following services performed within Springville City:

B. Contractor agrees to perform these services for owner under the terms and conditions set forth in this contract.

NOW THEREFORE, in consideration of the mutual promises set forth in this contract, it is agreed by and between the City and Contractor:

**Description of Work.** The work to be performed by Contractor includes all services generally performed by Contractor in Contractor’s usual line of business, including those specific services listed on Exhibit “A.”

Construction work consists of excavation and removal of sections of existing sidewalk, curb and gutter, and concrete drive approaches; saw-cutting, excavation and removal of asphalt; construction of new concrete sidewalk and 2 ½ - foot concrete curb and gutter and matching into existing driveways.

Construction shall include all necessary untreated road base (APWA spec) under sidewalk, curb and gutter, concrete flared driveway approaches, concrete flatwork and waterway transitions with proper compaction of material. Asphalt shall be replaced with a minimum 3-inch hot-mix asphalt over a minimum of 8-inch untreated road base course (APWA spec). Landscaping replacement shall be performed for the length of the project with fine grading, sod placement and restoration of irrigation systems.

Other construction items consist of construction of area drains, curb outlets, concrete waterways, re-location of mailboxes, signs, fencing, water meters and other items that are required to construct sidewalk and curb and gutter.

**Payment.** Owner will pay contractor according to his bid tab for the work to be performed under this contract. Payments will be made within 30 days of receipt of invoice.

**Term of the Contract:** This Contract shall run for a term of one year and three months. Contractor agrees to commence the services required under this Agreement on or before ***April 1, 2024, and perform these services through June 30, 2025.***

**Default:** A default hereunder shall occur if either party shall default in the performance or observation of any covenant or condition of this Agreement to be performed or observed, or by breach of any duty set forth in Exhibit “A” hereto. If Contractor fails to complete its assigned duties as set forth herein, Contractor shall be in default.

**Remedies:** In the event of any breach or default of this Agreement by either party hereto, as defined in the section entitled “Default,” then this Agreement may be declared terminated by the non-breaching party. This Agreement and the terms and conditions shall then expire upon receipt of the notice of termination by the breaching party. The

rights and remedies afforded to the non-breaching party in the foregoing sentence shall not be exclusive, but shall be in addition to all other legal rights and remedies. The exercise of any right or remedy by the non-breaching party shall not be to the exclusion of any other right or remedy.

**Termination:** This Agreement may be terminated at any time by the City by the City giving a 30 days prior written notice of termination.

**Independent Contractor:** Contractor's relationship with City under this Agreement shall be that of an independent contractor. Contractor certifies that he has done work for others in a similar capacity. All training of Contractor's employees, if any, shall be done by Contractor and not by the City. Contractor is exercising its own discretion in the method and manner of performing its duties, and the City will not exercise control over contractor or its employees.

**Taxes and Laws:** Contractor acknowledges that, as an independent contractor, Contractor is responsible for paying all state and local taxes. Contractor is responsible for workman's compensation and other insurance required by law. Contractor certifies that Contractor has complied with all Federal, State and Local laws regarding business licenses, permits and certificates.

**Time is of the Essence:** Both parties acknowledge that time is of the essence.

**Liability.** The work to be performed under this contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract.

**Bond.** Contractor acknowledges and agrees that a bond is required for the Project. Contractor will furnish to Owner a Payment Bond and a Performance Bond both in an amount that equals one hundred percent (100%) of the payment by Owner to Contractor for the repairs of the improvements.

**Insurance.** Contractor agrees to obtain and maintain general public liability insurance and property damage insurance with the Owner named as an additional insured, at the rate of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) aggregate throughout the construction period.

**Indemnity.** Contractor and its successor and assigns hereby agrees to indemnify, defend (with counsel acceptable to the City) and hold the City, its elected officials, officers, employees and volunteers harmless from any and all liens, encumbrances, costs, demands, claims, judgments, injuries, employee claims and/or damage caused or arising out of (a) the acts and omissions of Contractor and its agents, servants, employees, and/or contractors and (b) any work performed by the Contractor, its agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

**Other Laws.** Contractor may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health Administration regulations. Contractor agrees to comply with all laws during construction of the improvements under this contract.

**Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of Owner, which shall not be unreasonably withheld.

**Attorney's Fees:** If any party is required to retain legal counsel in order to enforce this Agreement, with or without the commencement of a formal legal action, such party shall be entitled to recover its attorney's fees and costs from the breaching party or parties. In addition, City shall be entitled to attorney's fees and costs for all expenses arising out of a default by the Contractor.

**Change Orders:** The parties may agree to change the scope of the work contained in the Project. Change Orders must be in writing and signed by both parties. Change Orders must contain the change agreed upon and a specific cost or credit associated with the change in work.

**Binding Effect:** This Agreement shall be binding on the parties and their respective heirs successors and assigns.

**Governing Law:** This Agreement shall be governed by the laws of the State of Utah.

**Modifications:** This Agreement shall not be amended or modified except by written document signed by the party to be charged with such amendment or modification.

**Notices:** Any notice, demand, request, consent, approval or other communication (collectively, the "Notices") required or permitted to be given by any provision of this agreement shall be in writing and sent by hand-delivery, by special courier (for example Federal Express), by United States Certified Mail (return receipt requested, postage prepaid), or by telefax, addressed to the party to be so notified. Notice pursuant to this Agreement shall be deemed given pursuant to the following rules: if hand delivered, at the time of delivery; if sent by special courier, on the third (3rd) day after deliver to the courier; if mailed, on the later of the date of receipt or the third day after deposit thereof in the United States Mails; and if sent by telefax, on the date that the telefax is acknowledged as received.

**Assignment:** Contractor may not assign this Agreement without the written consent of City.

**No Waiver:** No failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

**Section Headings:** The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective for all purposes as of the date first written above.

SPRINGVILLE CITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

CONTRACTOR - \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_