

## **EXHIBIT A AGREEMENT**

ON this \_\_\_\_ day of \_\_\_\_\_, 2025, this Agreement ("Agreement") is entered into between the City of South Salt Lake ("CITY") and \_\_\_\_\_ ("CONTRACTOR") regarding the "**2025 South Salt Lake City xxxx Project**" ("Project"). CITY and CONTRACTOR agree as follows:

### **PART 1 GENERAL**

#### **1.1 THE PROJECT.**

CONTRACTOR shall complete the Project that is generally described as:

(EXAMPLE) Furnishing and installing a Crack Seal as per section 32 01 17 of the 2017 edition of the APWA Manual of Standard Specifications on streets in South Salt Lake City. (See Project Map and Bid Schedule Form 00 41 01 for details.)

The CONTRACTOR responded to an Invitation to Bid (00 10 00) with a Bid Schedule (00 41 00), both of which are incorporated into this Agreement by this reference.

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the completion of the Project as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances.

CONTRACTOR shall furnish all labor, equipment, tools, and machinery necessary to complete the Project.

#### **1.2 SCOPE OF WORK.**

(EXAMPLE) The Scope of Work to be performed by CONTRACTOR is outlined in **Exhibit A** (Proposal), which includes:

- i. Provide landscape architecture services for CITY projects;
- ii. perform analysis, design, and construction administration for landscaping, irrigation, urban design, and other related projects; and
- iii. complete other agreed upon landscape architecture services, including but not limited to, facility and park site improvements.

#### **1.3 CITY REPRESENTATIVE.**

CITY will assign a project supervisor to oversee the daily progress of the Project. CONTRACTOR may communicate with CITY through the assigned project supervisor; however, only the City Mayor shall have authority to approve a Change Order.

### **PART 2 TIME AND MONEY CONSIDERATIONS**

#### **2.1 TIME TO COMPLETION OF AGREEMENT.**

The Project shall be completed by \_\_\_\_\_. The Project shall begin upon execution of this Agreement.

#### **2.2 TIME OF THE ESSENCE/LIQUIDATED DAMAGES.**

Time is of the essence to complete the Project. CITY will suffer financially if the Project is not completed on time. Due to the difficulty to quantify the damage to CITY if the Project is not completed on schedule,

CONTRACTOR agrees to pay CITY **\$200.00** as liquidated damages for each day the Project continues beyond the date set forth in paragraph 2 without substantial completion (unless the date is extended by amendment to this Agreement).

### **2.3 CONTRACT PRICE/PAYMENT.**

- A. Compensation: The contract price is \$ \_\_\_\_\_. No additional amounts shall be owed by CITY. Any additional Compensation must be authorized by the Mayor. CITY reserves the right, pursuant to Utah Code Ann. § 13-8-5 to hold as retainage up to five percent (5%) of the contract price until all work is completed to its satisfaction. The Contractor agrees to receive payment only upon completion of the Project.
- B. Method and Time of Payment:
- i. CONTRACTOR shall submit monthly invoices to the CITY for work completed to date. All such invoices shall (a) provide an itemization of Services performed during the previous month, (b) indicate the percentage of each Service that has been completed by CONTRACTOR as of the date of the invoice, and (c) indicate the total amount charged for each Service during the previous month.
  - ii. CITY shall reimburse CONTRACTOR within thirty (30) calendar days after the receipt of each invoice.
  - iii. CONTRACTOR shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of the CITY for inspection and audit.
- C. Compensation After Termination: In the event that this Agreement is terminated as provided below, the CONTRACTOR shall be compensated for all hours worked and other expenses incurred under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice. The CONTRACTOR and any of its subcontractors, agents and legal representatives agree to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.

### **2.4 TAXES.**

The CITY is a sales tax-exempt entity, with a sales and use tax exemption number of 11762769-200-STC. As such, sales and use tax is not applicable to orders placed by the CITY.

### **2.5 CONTRACTOR'S AWARENESS OF CONTRACT TERMS AND SITE CONDITIONS.**

CONTRACTOR acknowledges the following: (1) it has reviewed this Agreement with all its addenda and agrees that it is generally sufficient to furnish understanding of all terms and conditions necessary to perform the Project; (2) it understands the rising and falling price of goods and materials, and by accepting the contract price above, it accepts the risk or the benefit of such market shifts; (3) it has visited the Project site, is familiar with it and is satisfied with site conditions and weather conditions that may affect the cost, progress or performance of the Project; (4) it is familiar with all local, state and federal laws and regulations that may affect the cost, progress or performance of the Project; (5) it has performed any explorations or tests necessary to become familiar with the subsurface conditions at the site that may affect the cost, progress or performance of the Project; and (6) it is familiar with all physical conditions relating to existing surface and subsurface conditions, including utilities, which are at or contiguous to the site that may affect the cost, progress or performance of the Project and assumes all responsibility for timely and accurate location of all underground facilities.

### **2.6 INSURANCE.**

A. Before the Project is initiated CONTRACTOR shall deliver to CITY a certificate of insurance demonstrating that CONTRACTOR has in effect liability and other insurance appropriate to provide protection from claims arising from the Project resulting from the acts or omissions of CONTRACTOR, its agents or employees and all subcontractors or suppliers as well as their agents or employees, for whom CONTRACTOR may be liable. The certificate of insurance will demonstrate that CONTRACTOR has, at minimum the following types of insurance coverage:

- i. Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease, and employee. No owner or officer may be excluded; or if any exclusions exist, no excluded proprietor, partner, executive officer, or member, specifically including Gary Broderick and Kent Henderson, may perform any work pursuant to this agreement.
- ii. General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability (pollution liability arising out of a hostile fire) with not less than \$2,000,000 per occurrence limit combined bodily injury and property damage, with not less than \$3,000,000 aggregate limit, provided the general policy aggregate shall apply separately to the Contractor on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit.
- iv. Professional Liability (Errors & Omissions): Professional Liability Insurance (Errors & Omissions insurance) for CONTRACTOR's liability arising out of the rendering of professional services, including faulty workmanship, or any other professional service, including construction management and design related work in an amount not less than \$2,000,000 each claim, \$3,000,000 aggregate. CONTRACTOR shall provide a certificate of insurance verifying coverage for a period of not less than three years after project completion.
- v. Automobile liability insurance: Automobile liability insurance for the CONTRACTOR's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of the CONTRACTOR, with no less than one million (\$1,000,000.00) limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto).

B. Endorsements:

- i. Additional Insured Endorsements: All policies of liability insurance, except Professional Liability or Errors and Omissions Liability, required to be maintained by the CONTRACTOR shall be endorsed to name the CITY as an additional insured for ongoing operations (ISO CG 20 10 or equivalent) and completed operations (ISO CG 20 37 or equivalent) (except for insurance policies required in Sections 12(A), and (C).
- ii. Primary and Non-Contributory Endorsements: The CONTRACTOR's insurance coverage shall be a primary insurance as respects to the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials,

employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

- iii. Waiver of Subrogation Endorsements: The CONTRACTOR hereby waives any and every claim for recovery from the CITY, Lenders and their respective officers and employees for any and all loss or damage covered by any of the insurance policies to be maintained under this Agreement to the extent that such loss or damage is recovered under any such policy. To the extent the foregoing waiver, except Professional Liability or Errors and Omissions Liability, would preclude coverage under any insurance required by Section 12, the CONTRACTOR shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed, or to otherwise contain one or more provisions that prevent the invalidation of the insurance coverage by reason of such a waiver.

- C. Excess/Umbrella Liability Insurance: The amounts of insurance required in the foregoing subsections may be satisfied by the CONTRACTOR purchasing coverage in the amounts specified or by any combination of primary and excess or umbrella insurance, so long as the total amount of insurance meets the required limits specified above. Evidence of excess liability or umbrella policies shall include a schedule of underlying coverages.
- D. The insurance shall be provided by an insurance carrier with a rating of A- or better as rated by AM Best. The certificate(s) of insurance (00 65 00) shall be incorporated by this reference.

## **2.7 PERFORMANCE AND PAYMENT BONDS.**

CONTRACTOR shall be required to post a Payment Bond and Performance Bond to cover this project, in the event of non-performance by CONTRACTOR, or non-payment by CONTRACTOR to a supplier or subcontractor. Performance Bond (00 61 00) and Payment Bond (00 62 00) are incorporated by this reference.

## **2.8 CITY'S DUTY TO PROVIDE THE SITE.**

CITY shall furnish the site. CITY will notify CONTRACTOR of any encumbrances or restrictions specifically related to the use of the site with which CONTRACTOR must comply. CITY will obtain any necessary easements. CITY will obtain permission required for CONTRACTOR to have access to the site.

## **2.9 PROTECTION OF PERSON AND PROPERTY.**

CONTRACTOR is solely responsible for safety measures in connection with the Project. CONTRACTOR shall take appropriate measures to prevent damage, injury or loss to: (1) all persons on the site or who may be affected by the Project; (2) all labor, materials and equipment to be incorporated into the Project; (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities. CONTRACTOR shall comply with all applicable laws and regulations relating to the safety and protection of persons or property. CONTRACTOR shall erect and maintain all necessary safeguards for such safety and protection. If CONTRACTOR must enter a confined space, it shall have all personnel and monitoring equipment on site necessary to comply with all Federal, State, Local and any other applicable regulatory agency's safety guidelines (such as OSHA). A Confined Space Entry Permit shall be properly completed before entering a confined space. CONTRACTOR shall be responsible to erect and maintain all necessary traffic barricades and to provide all necessary traffic control. CONTRACTOR shall notify owners of adjacent property, including Blue Stakes notification to underground utility owners and shall cooperate with them in the protection, removal, relocation or replacement of their property. Any damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any subcontractor, supplier, individual or entity performing the Project, shall be remedied by CONTRACTOR.

## **2.10 SUPERVISION/LABOR/SUBCONTRACTORS.**

CONTRACTOR shall supervise the Project competently, devoting such attention and applying such skill and expertise as may be necessary to perform the Project in accordance with the Agreement. CONTRACTOR is responsible for the means, methods, techniques, sequences and procedures of performing the Project. CONTRACTOR shall assign a competent superintendent who will be its representative at the site and shall have the authority to act on its behalf. All communications given to or received from the superintendent shall be binding on CONTRACTOR. CONTRACTOR shall provide qualified and competent personnel to complete the Project. CONTRACTOR shall at all times maintain good discipline and order at the site. CONTRACTOR shall not employ any subcontractor or supplier if CITY reasonably objects. CONTRACTOR shall be fully responsible to CITY for its own acts and omissions as well as the acts and omissions of all subcontractors and suppliers performing the Project. This Agreement does not create a contractual relationship between CITY and any subcontractor or supplier. CITY's only payment obligation under this Agreement is to CONTRACTOR. CONTRACTOR shall require all subcontractors and suppliers to communicate with the CITY through CONTRACTOR.

## **2.11 MATERIAL AND EQUIPMENT/WARRANTY.**

All materials and equipment incorporated into the Project shall be as specified or, if not specified, shall be of good quality and new, unless otherwise provided in this Agreement. CONTRACTOR warrants and guarantees to CITY that all workmanship, material and equipment will be in accordance with this Agreement and will not be defective. In recognition of the difficulties that may arise in proving the cause of a defect in materials or workmanship, CITY and CONTRACTOR agree that any such defect which manifests itself within one year of completion of this Agreement will have been caused by the improper workmanship, material or equipment of CONTRACTOR.

## **2.12 INDEMNIFICATION.**

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless CITY from and against all claims, costs, losses and damages, including attorney fees, arising out of the performance of this Agreement, provided that any such claim, cost, loss, or damage: (1) is attributable to bodily injury, sickness, disease, death, injury to tangible property, loss of use of property, including interruption of business; and (2) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor or supplier for whom CONTRACTOR is responsible, regardless of whether caused in part by any negligent act or omission of CITY.

## **2.13 VARIATIONS IN THE PROJECT.**

CITY's project supervisor may authorize minor variations in the Project from this Agreement that do not involve adjustment in the contract price or time and that are consistent with the intended design of the completed Project.

## **2.14 CHANGE ORDERS.**

CITY may order additions, deletions, or revisions to the Project by a written amendment to this Agreement or by Change Order. Upon receipt of such document, CONTRACTOR shall promptly perform the work involved. There will be no increase in the contract price or time for any work performed that is not required by this Agreement, written modification to this Agreement, or Change Order. Change Orders shall be in writing, signed by CITY's Mayor and CONTRACTOR, specify the precise change and any adjustment in the contract price and/or time.

## **2.15 DELAYS.**

CONTRACTOR shall not be responsible for delays due to neglect of utility owners, fire, floods, epidemics, abnormal weather conditions or acts of God. The contract time shall not be extended due to delays within the control of CONTRACTOR, subcontractors or suppliers. Where CONTRACTOR is prevented from completing any part of the Project within the contract time due to delay beyond the

control of CONTRACTOR, an extension of the contract time in an amount equal to the time lost due to the delay shall be the sole remedy.

#### **2.16 INSPECTIONS.**

CITY's representatives shall have access to the site and the Project at all reasonable times. CONTRACTOR shall give CITY timely notice of readiness of the Project for all required tests and inspections. CITY will not charge CONTRACTOR a fee for tests and inspections it performs itself unless requested after normal work hours or on Saturdays or Sundays. If any work that is to be inspected, tested or approved is covered by CONTRACTOR without the approval of CITY it must, if requested, be uncovered for inspection at CONTRACTOR's expense.

#### **2.17 INTELLECTUAL PROPERTY.**

The Contractor will transfer all ownership rights in the artwork to South Salt Lake Arts, including all intellectual property, copyright, and trademark rights. The Artist shall not apply for copyright registration for the work. South Salt Lake Arts retains the right to license the artwork at its discretion. The Artist retains the right to use images of the completed artwork in their personal portfolio, website, and promotional materials. The Artist shall not be liable for any unauthorized third-party reuse or modification of the mural.

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### **PART 3 EXECUTION**

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#### **3.1 STOPPING THE PROJECT.**

CITY, at its sole discretion, may order CONTRACTOR to stop the Project if any of the following occur:

(1) workmanship, material or equipment is defective; (2) CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment; or (3) CONTRACTOR fails to perform the Project in such a way that the completed Project will conform to this Agreement.

#### **3.2 DEFECTIVE WORK.**

CITY's representative will have authority to reject workmanship, material, or equipment which CITY reasonably concludes: (1) is defective; (2) will not produce a completed Project that conforms to this Agreement; or (3) will prejudice the integrity of the Project as a functioning whole. CONTRACTOR shall correct all defective workmanship or, if rejected by CITY, remove it from the project and replace it with workmanship, material or equipment that is not defective.

#### **3.3 COMPLETION.**

When CONTRACTOR considers the Project ready for its intended use, it shall notify CITY that the Project is substantially complete. Promptly upon receiving notice, CITY shall make an inspection. If CITY does not agree that the Project is substantially complete, it will notify CONTRACTOR giving the specific reasons. If CITY does consider the Project substantially complete, it will so certify in writing and provide a written list of items that remain to be corrected or completed. Upon notice from CONTRACTOR that the entire Project is complete, CITY will promptly make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of any aspect of the Project that remains incomplete or defective. CONTRACTOR shall immediately take such steps as are necessary to make such corrections.

#### **3.4 STATUS VERIFICATION SYSTEM.**

CONTRACTOR hereby certifies that it is registered and participates in a Status Verification System, as defined by Utah Code Ann. § 63G-12-301, in order to verify the work eligibility of its employees. CONTRACTOR is solely responsible for ensuring registration and participation in the Status Verification System. CONTRACTOR also certifies that any subcontractor employed by CONTRACTOR is also enrolled and participates in a Status Verification System. CONTRACTOR will provide, within five days of request by the CITY, proof of enrollment and participation in the system.

### **3.5 FINAL PAYMENT.**

After CONTRACTOR has satisfactorily completed all corrections identified during the final inspection, it may make application for final payment. Upon receipt of the application for final payment, if CITY verifies that all corrections identified in the final inspection have been completed, final payment will become due within thirty (30) days of the application.

### **3.6 COMPLIANCE WITH THE LAW.**

The parties shall comply with all applicable local laws, Utah laws, including the Utah Data Privacy Act and federal laws and regulations in the performance of the obligations under this Agreement.

### **3.7 PUBLIC CONTRACT BOYCOTT RESTRICTIONS.**

In accordance with Utah Code 63G-27 et seq., CONTRACTOR certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. CONTRACTOR further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the OWNER in writing.

### **3.8 ELECTRONIC COPIES.**

The Parties agree that electronic copies of this Agreement, including the signature page, shall be sufficient evidence of the contents of this Agreement, without reference to the original, signed copy.

### **3.9 RESOLVING DISPUTES.**

This Agreement shall be governed by the laws of the state of Utah.

### **3.10 THE AGREEMENT.**

This Agreement shall consist of the following documents:

- (1) Agreement (00 50 00);
- (2) Bid Documents (00 10 00, 00 41 00);
- (3) Certificate(s) of Insurance (00 65 00); and
- (4) Bonds (00 61 00, 00 62 00).

If there are any conflicting provisions between the Agreement and the Exhibits, then the Agreement controls.

\*\*\*Signatures appear on next page\*\*\*

WHEREFORE, CITY and CONTRACTOR, through their duly authorized representatives, execute this Agreement:

For CONTRACTOR:

For CITY:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(type or print)

Mayor

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

Witness: \_\_\_\_\_  
(signature)

Attest: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(type or print)

City Recorder

Approved as to form:

\_\_\_\_\_  
City Attorney

END OF DOCUMENT