

CONTRACT AGREEMENT

Wendover Airport
Wendover, Utah
AIP PROJECT NO. 3-49-0046-040-2022

THIS AGREEMENT, made and entered into this 26th day of July, 2022, by and between Tooele County, Party of the First Part, hereinafter referred to as the "Owner", and Owen Equipment, Party of the Second Part, hereinafter referred to as the "Contractor," for the construction of airport improvement including Schedule I: Acquire New Vacuum Sweeper and other incidental work at the Wendover Airport.

WITNESSETH:

ARTICLE 1. It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the Contractor by the Owner, the said Contractor shall furnish all labor, equipment, and material and shall perform all work necessary to complete the improvements in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the office of the legal representative of the Owner.

ARTICLE 2. It is hereby further agreed that in consideration of the faithful performance of the work by the Contractor, the Owner shall pay the Contractor the compensation due him/her by reason of said faithful performance of the work, at stated intervals and in the amount certified by the Engineer, in accordance with the provisions of this Contract.

ARTICLE 3. It is hereby further agreed that, at the completion of the work and its acceptance by the Owner, all sums due the Contractor by reason of his faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid the Contractor by the Owner after said completion and acceptance.

ARTICLE 4. It is hereby further agreed that any references herein to the "Contract" shall include "Contract Documents" as the same as defined in Paragraph 10-16, Section 10 of the General Provisions and consisting of the Invitation for Bid, Instruction to Bidders, all issued Addenda, Proposal, Statement of Qualifications, Anticipated Sub-Contracts, Form of Proposal Guaranty, Notice of Award, Contract Agreement, Performance & Payment Bonds, Notice to Proceed, Notice of Contractor's Settlement, General Provisions, Special Provisions, Technical Specifications, attached appendices and all documents incorporated by reference. Said "Contract Documents" are made a part of the Contract as if set out at length herein. Said Contract Agreement is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."

ARTICLE 5. The Contractor agrees to perform all the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid, taking into consideration additions to or deductions from the Total Bid by reason of actual quantities measured, alterations or modifications of the original estimated quantities or by reason of "Extra Work" authorized under this Agreement in accordance with the provisions of the Contract Documents.

ARTICLE 6. The Contractor agrees to commence work within ten (10) calendar days after the receipt of a Notice to Proceed and the Contractor further agrees to complete said work within 300 calendar day(s). Extensions of the Contract time may only be permitted execution of a formal

modification to Contract Agreement as approved by the Owner. Liquidated damages in the amount of \$ 150.00/calendar day(s) shall be paid to the Airport for that time which exceeds the number of Calendar days allowed in this paragraph. Further, each phase of work under the project has additional liquidated damage clauses, as outlined in Section 80-08 FAILURE TO COMPLETE ON TIME. Update Specific LDs and titles per each project.

ARTICLE 7. The amount of money appropriated will be equal to or in excess of the contract amount as forth in the notice(s) to proceed. Change orders requiring additional compensable work to be performed, which cause the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, are prohibited unless the contractor is given written assurance by owner that lawful appropriations to cover costs of the additional work have been made or unless such work is covered under a remedy granting provision of the contract. Notwithstanding anything to the contrary in the Contract Documents the Contractor hereby acknowledges and agrees that Owner's performance under the contract is subject to receipt of funds from the FAA and further is subject to annual appropriation by Owner in accordance with a budget adopted by Tooele County - Wendover Airport. Owner may issue multiple Notice(s) to Proceed in incremental stages as funding becomes available.

The total estimated cost for AIP project #3-49-0046-040-2022 thereof to be Three Hundred Thirty-Four Thousand, Six Hundred Seventy-Six Dollars and Zero Cents (\$334,676.00).

IN WITNESS WHEREOF, the Party of the First Part and the Party of the Second Part, respectively, have caused this Agreement to be duly executed in day and year first herein written in five (5) copies, all of which to all intents and purposed shall be considered as the original.

CONTRACTOR, Party of the Second Part

OWNER, Party of the First Part

OWEN EQUIPMENT

Tooele County

By: [Signature]
Utah Regional Manager
(Office or Position of Signer)

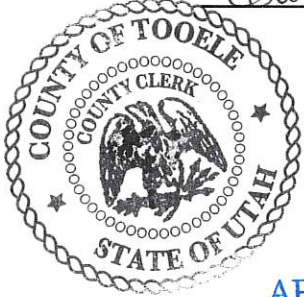
By: James A. Welch
County Manager
(Office or Position of Signer)

(SEAL)

(SEAL)

ATTEST: [Signature]
Utah Operations Mgr.
(Office or Position of Signer)

ATTEST: [Signature]
County Clerk
(Office or Position of Signer)



APPROVED AS TO FORM:

Colin Winchester 08/31/2022
Colin R. Winchester
Deputy Tooele County Attorney



Tooele County Council Agenda Item Summary

Department Making Request:

Wendover Airport

Meeting Date:

Contract / Grant

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: _____

Grant
With County Match

Contract
More than 1 yr.

Exp date: _____

Budget Impact:

In Budget

Over Budget

Requested Amount: \$ 334,676.00

Item Title: CONTRACT AGREEMENT - AIP PROJECT NO. 3-49-0046-040-2022

Please answer the who? what? when? why?

This Contract Agreement is with Owen Equipment and outlines the Federal Guidelines for them to sell a vacuum sweeper to the airport. This was in the budget for this year but is being rolled to next year because it will not be manufactured and ready for purchase until February of 2023.

When the sweeper is ready the airport will have to pay \$35,606 which is higher than anticipated. The rest of the costs will be paid for by Federal and State grants.

List who needs copies when approved: Lisa Dunn