



Date: May 12, 2022
To: Weber County Board of Commissioners
From: Scott Mendoza
Community Development Department

Agenda Date: May 24, 2022

Subject: **Request for approval of a contract by and between Weber County and J. Brad Barto Construction Inc. for General Contractor Services**

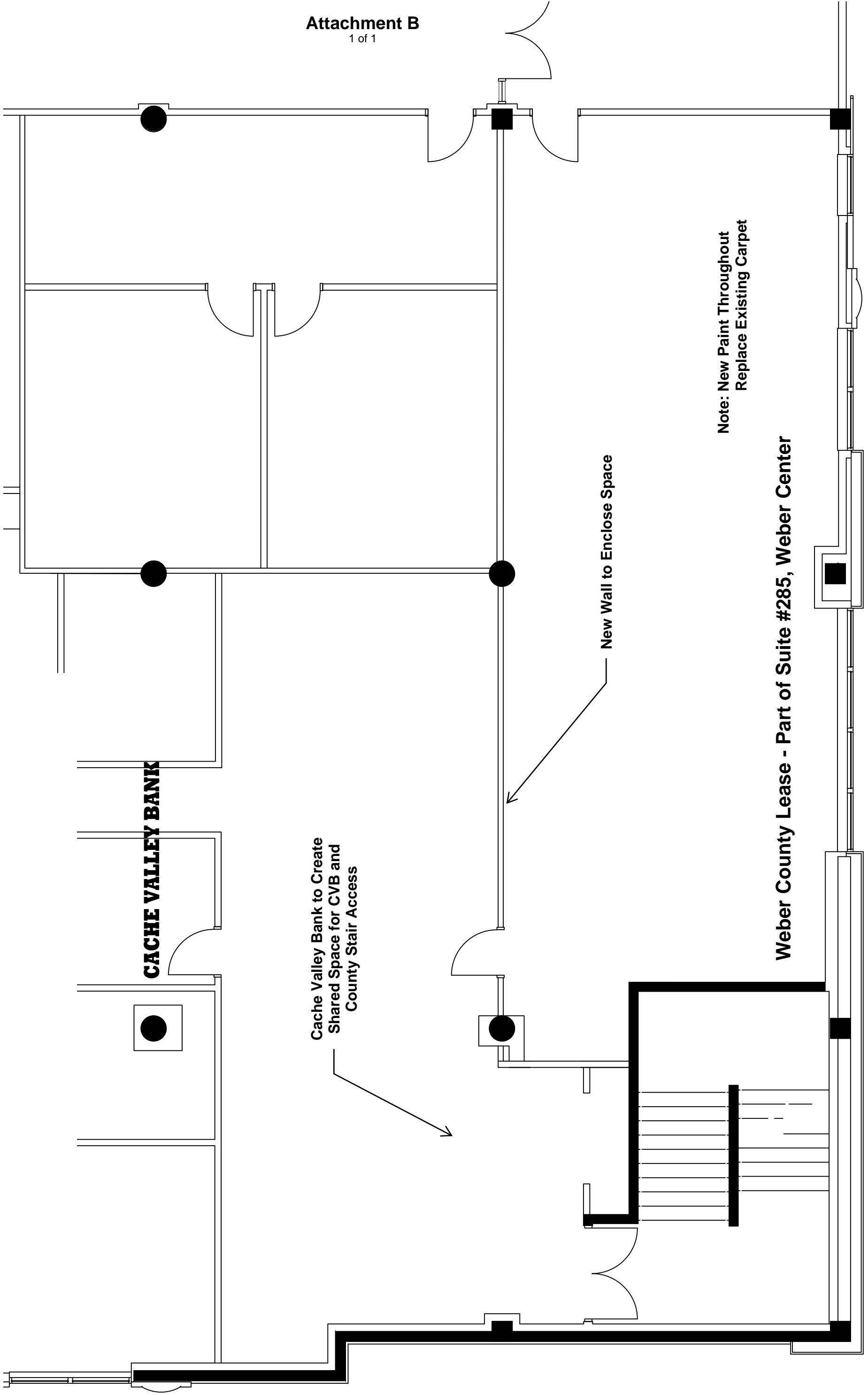
Attachments: A – Suite #117 Tenant Finish Floor Plan
B – Suite #285 Tenant Finish Floor Plan
C – Proposed Contract

Summary:

Weber County will soon be hiring additional County Attorney's Office employees that will serve as public defenders. The new attorneys will occupy 4,413 square feet within Suite #117 of the Weber Center. This area's tenant finishes will include a new entrance and lobby, a reception area, one conference room, eleven offices, a small breakroom, and space to accommodate approximately five cubicles and a copy area. See Attachment A for Suite #117 tenant finish plans.

The County is also making plans to finish an area within Suite #285 for conference and meeting room purposes. This area consists of 1,386 square feet and the tenant finish work will consist of constructing one interior wall. This wall will separate the County's new meeting room from space occupied by Cache Valley Bank. See Attachment B for Suite #285 tenant finish plans.

The occupancy classification for both spaces, as determined by the building code, is Type B which requires a commercially licensed general contractor to oversee the construction of all tenant finish work. J. Brad Barto Construction is providing these general contractor services at a one-time cost of \$9,982.00. See Attachment C for the proposed contract.



Note: New Paint Throughout
Replace Existing Carpet

Cache Valley Bank to Create
Shared Space for CVB and
County Stair Access

New Wall to Enclose Space

Weber County Lease - Part of Suite #285, Weber Center

Attachment C

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AGREEMENT FOR GENERAL CONTRACTOR SERVICES FOR TENANT FINISH WORK WITHIN SUITES 117 & 285 AT THE WEBER CENTER

This Agreement for general contractor services (“Agreement”), effective as of the date of the last signature below, is entered into by and between Weber County (“County”) and J. Brad Barto Construction Inc., (“Barto Construction”) a Utah business located at 2360 S. Highway 89, Perry, Utah 84302, collectively referred to as the “Parties”.

RECITALS

WHEREAS, the County is in need of general contractor services for tenant finish work within Suites 117 and 285 at the Weber Center (also referred to as “Project”); and

WHEREAS, Barto Construction is in the business of providing general contractor services for construction projects like that which is anticipated within Suites 117 and 285; and

WHEREAS, Barto Construction’s services and expertise are an essential component in carrying out and completing the Project;

THEREFORE, in consideration of the mutual promises and covenants contained herein, Barto Construction shall provide certain general contractor services to the County, and the County shall provide valuable consideration to Barto Construction, pursuant to the following terms:

ARTICLE I

Services and Consideration

Section 1.01 Barto Construction’s Services. During the term of the Agreement, Barto Construction shall assume the role and take on the responsibility of general contractor for the Project and provide services typical of those necessary to fully comply with local building permit requirements and the Utah State Construction and Fire Codes Act, Utah Code Title 15A et seq., and all applicable construction standards contained therein. The tenant finish work and overall scope of the Project is illustrated in Exhibit A.

Section 1.02 Consideration for Barto Construction’s Services. In consideration for Barto Construction’s performance under the Agreement, the County shall pay Barto Construction \$9,982.00. Barto Construction may periodically request payment in an amount that is equal to or does not exceed the actual percentage of Project work completed.

Attachment C

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ARTICLE II

Other Terms and Conditions

Section 2.01 Term. The term of the Agreement shall be eight months, beginning on the date that the Agreement is executed by both Parties. The term of the Agreement may be extended by written mutual agreement of the Parties.

Section 2.02 Termination. The Agreement may be terminated at any time by either Party, by giving written notice to the other Party. Upon termination of the Agreement, neither Party is obligated to engage in future transactions with the other Party, including transactions related to further development of the Project. If the Agreement is terminated before Barto Construction's services are completed, Barto Construction shall immediately stop performing services under the Agreement, and the Parties shall negotiate a payment amount that equitably reflects the work actually performed by Barto Construction before the termination.

Section 2.03 Relationship of Barto Construction to the County. For purposes of this Agreement, Barto Construction's relationship to the County is that of an independent contractor providing services in exchange for valuable consideration.

Section 2.04 Applicability of GRAMA. Weber County is subject to the Government Records Access and Management Act (GRAMA). As such, the County cannot guarantee the confidentiality of information it receives from Barto Construction if such information is required to be disclosed under GRAMA.

Section 2.05 Indemnification. Barto Construction shall indemnify and hold harmless the County, its officers, employees, and agents against any and all liability, loss, expense (including reasonable attorney's fees), and claims arising out of the negligent acts, errors, or omissions of Barto Construction. Barto Construction's obligation to indemnify the County is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this Agreement; Barto Construction will be required to indemnify the County to the fullest extent allowed by law, regardless of whether Barto Construction has sufficient insurance to cover this obligation.

This indemnification clause shall survive termination of the Agreement.

Section 2.06 Insurance Requirements. Barto Construction, at its own cost, shall secure and maintain during the term of the Agreement, including all renewal and extension terms, the following minimum insurance coverage:

Commercial General Liability (CGL) insurance with contractual liability coverage to cover Barto Construction's obligations under the Indemnification section of the Agreement, in the minimum amount of \$500,000 per occurrence with a

Attachment C

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\$1,000,000 general policy aggregate. The policy(ies) shall protect Barto Construction, any subcontractor, and the County under the contractual liability coverage from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Barto Construction's operations under the Agreement, whether performed by Barto Construction itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. The policy(ies) shall be primary and noncontributory to any other policy(ies) or coverage available to the County, whether such coverage be primary, contributing, or excess. If the CGL coverage is provided on a claims-made basis, Barto Construction shall maintain such policy(ies) of insurance for no less than four years after termination of this Agreement.

Automobile Liability insurance in the minimum amount of \$1,000,000 per occurrence. "Any Auto" coverage is required.

Workers' compensation coverage complying with the statutory limits as required by the Workers' Compensation Act of the State of Utah.

Liability limits for all required coverage may be secured and maintained utilizing a single policy or multiple policies of primary and excess or umbrella coverage.

Section 2.07 Governing Law. The Agreement shall be governed and interpreted according to the laws of the State of Utah.

Section 2.08 Amendments. The Agreement may not be enlarged, modified, or altered, except in writing, signed by the Parties.

Section 2.09 Assignment. Neither Party may assign, transfer, or contract for the obligations to be performed under the Agreement without prior written approval of the other Party.

Section 2.10 Integration. The Agreement constitutes the entire agreement between the Parties, and no other statement, whether written or oral, shall be deemed a part of the Agreement unless specifically incorporated by reference herein. The Agreement supersedes all other agreements, negotiations, or understandings between the Parties.

Section 2.11 Severability. If any provision of the Agreement is held invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement, unless the invalidation of the provision materially alters the Agreement. If the invalidation of the provision materially alters the Agreement, then the Parties shall negotiate in good faith to modify the Agreement to match, as closely as possible, the original intent of the Parties.

Section 2.12 Authorization of Signers. The individuals signing the Agreement are duly authorized representatives of their respective Party and are lawfully enabled to sign this Agreement on their Party's behalf.

