

MINUTES OF THE HUNTSVILLE TOWN COUNCIL MEETING
Wednesday, October 4, 2023, 2:00 p.m.
Huntsville Town Maintenance Bldg., 165 South 7500 East, Huntsville

Name	Title	Status
Richard L. Sorensen	Mayor	Present
Bruce Ahlstrom	Council Member	Present
Kevin Anderson	Council Member	Present
Sandy Hunter	Council Member	Present
Artie Powell	Council Member	Present
Beckki Endicott	Clerk	Present
William Morris	Legal Counsel	Excused
Nikki Wolthuis	Clerk	Present

Citizens: Rex Harris-Town Hall Construction Manager

Zoom: Mayor Sorensen, TCM Sandy Hunter, Rex Harris

1-Mayor Sorensen welcomed all to the meeting.

There is a full quorum present.

2.Discussion and/or action on Resolution 2023-10-04 Adopting the Town Hall Construction Agreement with Maddox Construction LC.

Mayor Sorensen explained that Maddox Construction wanted to begin construction right away so that they could have the building enclosed before winter and finished by July 4, 2024. He asked Nikki Wolthuis, clerk, to read the resolution.

The TC went over the contract and wondered what the Town Attorney Bill Morris thought of the contract. Mayor Sorensen said that Attorney Morris had reviewed the contract and made some changes. The TC had questions regarding penalties for not finishing on time. Mayor Sorensen said there is a penalty for not finishing on time and a bonus for finishing early written in the RFP. The TC was concerned because that part of the agreement did not appear in the contract. TCM Ahlstrom asked about the one-year warranty and wondered if that was a standard time. TCM Anderson stated that a one-year contract was not uncommon for these kinds of projects. He was concerned, however, that the warranty would not cover the project beyond one winter.

Rex Harris, Construction Manager for the Town Hall/Community Center said all documents including the RFP are part of the contract. He said there should be Exhibit A, B, and C with those specifics, but those were not sent with the contract. The TC suggested a cover sheet with the contract and all the Exhibits included so that those key details are part of the contract.

TCM Powell questioned why the bid for the original building was so much more expensive than the current bid. He was hoping that someone who was qualified had looked and compared the two bids to see why that was so. He understood that there were changes to the structure but was not sure what else had made the other building so much more expensive. Mayor Sorensen

verified that a big part of the expense was the style of the other structure. The new structure is more like a pole barn that is simpler and less expensive. The drawings and the contractor made up the rest of the expense.

TCM Anderson suggested that a tickler be put in the system to remind the TC before the one-year warranty is up to make a list of things that need repair.


Rex Harris explained that there has been a little snag in the project. Blue Stakes came out to mark the property and found a powerline that curves under the southwest corner from the pole to the hotel. Rex stated that Rocky Mountain Power needs to take care of that ASAP so the construction can start.

TCM Ahlstrom motioned to table the resolution approving the contract until the discussed changes can be made. TCM Anderson seconded the motion. All votes Aye. Motion passed.

Before the meeting ended, TCM Anderson raised the issue of the company All West which placed conduit all over the Town for its fiber-optic cables. He has had citizens ask him why the company has not offered internet services like they said they would. The TC then discussed the issue of internet service for the Town, the possibility of using the same conduit for every company that wants to provide internet and cable and inviting representatives from All West to come to the next meeting to update the TC on its project.

TCM Ahlstrom motioned to adjourn the meeting. TCM Anderson seconded the motion. All votes Aye. Motion passed.

Meeting adjourned at 2:59 p.m.


Nikki Wolthuis, Town Clerk

**HUNTSVILLE TOWN RESOLUTION NO. 2023-10-04
TOWN HALL CONSTRUCTION AGREEMENT**

**A RESOLUTION OF HUNTSVILLE TOWN, UTAH, ADOPTING THE
TOWN HALL CONSTRUCTION AGREEMENT WITH MADDOX
CONSTRUCTION, LC.**

WHEREAS, Huntsville Town ("Town") is a municipal corporation duly organized and existing under the laws of the state of Utah;

WHEREAS, the Town is in need for a new Town Hall;

WHEREAS, the Town seeks to enter the Construction Contract ("Agreement") attached hereto as Exhibit "A" incorporated herein by this reference;

WHEREAS, the Town and Maddox Construction, LC, have negotiated a proposed Agreement for the construction of the new Town Hall;

WHEREAS, the Town desires to adopt the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of Huntsville Town, Utah, as follows:

Section 1. Surplus.

The Agreement set forth in Exhibit "A" and incorporated herein by this reference is hereby adopted. The Mayor is hereby authorized to execute said Agreement and any related documents to effectuate this Resolution.

Section 2. Effective Date

This Resolution is effective immediately upon passage and approval.

PASSED AND APPROVED by the Huntsville Town Council this ____ day of _____, 2023.

Mayor

ATTEST:

Town Clerk

CONSTRUCTION CONTRACT

This Construction Contract ('Agreement') is entered into by and between the Town of Huntsville ("Client"), whose address is, 7381 E 200 S, PO Box 267, Huntsville, Utah 84317, and Maddox Construction, LC ("Contractor") whose address is 2785 West 9000 South, #104, West Jordan, Utah 84088, sometimes hereinafter referred to as the "Parties".

ARTICLE 1: GENERAL PERFORMANCE / SCOPE OF WORK

Contractor agrees to perform the work described in this agreement ("Work") in accordance with generally accepted practices of the Contractor providing similar services under similar circumstances, and in accordance with any plans and specifications provided by Client. The Work to be performed by the Contractor under this Agreement is more fully described in Exhibit "A", which is attached hereto and incorporated into this Agreement.

LOCATION OF WORK: Huntsville Town Hall / Community Center

SCOPE OF WORK: Includes the "Construction Documents" identified in Article 17, paragraph and the Scope of Work attached hereto as Exhibit 'A'.

ARTICLE 2: DATE OF COMMENCEMENT

There shall be a pre-construction meeting prior to the commencement of the Work to include the Contractor, Subcontractors, and Utilities, as needed. The commencement date and time for Contractor to begin Work on the Project to be determined by permit issuance.

ARTICLE 3: CONTRACT SUM

Client agrees to pay Contractor, for completion of the Work, the lump sum amount of two million ninety-nine thousand five hundred and nine dollars only (\$2,099,509.00) ("Contract Sum"). The Contract Sum shall be payable in installment payments as the Work progresses. Client payments to Contractor shall in no event exceed the Contract Sum unless or by a written Change Order approved by the Client.

The Contract sum includes all costs and expenses necessary to fully perform and complete all Work including all soft costs and hard costs attributable to the Work, due diligence, travel, and subsistence.

ARTICLE 4: CHANGE ORDERS

Client may, by written change order, modify the Work to be performed by the Contractor described herein and in Exhibit 'A' attached hereto. If such changes to the Work increase the cost of the Work to the Contractor, such costs shall be agreed to in writing prior to the Contractor commencing proposed modifications.

Contractor may, by written change order, modify the Work to be performed as described in Exhibit 'A' attached hereto. Unforeseen circumstances or any conditions may arise as Contractor performs the Work which are outside the scope of work contemplated by this Agreement and are necessary to be repaired/modified/finished/completed in order for Contractor to achieve Final Completion.

ARTICLE 5: PAYMENTS

- a. Deposit. To cover the purchase of materials required to complete the Work, a deposit in the amount of five percent (5%) of the Contract Sum shall be due and payable within five (5) business days after the execution of this Agreement. The amount of the deposit shall be one hundred four nine hundred seventy-five dollars and forty-five cents (\$104,975.45).
- b. Progress Payments. Based upon Applications for payment submitted to Client by Contractor, Client shall make progress payments to the Contractor. Unless specified otherwise:
 - i. Contractor shall submit monthly progress Applications for Payment to the Client.
 - ii. Contractor shall submit Applications for Payment to Client by the tenth (10th) of the month.
 - iii. Client shall issue payment on Contractor's Application for Payment within ten (10) business days.
- c. Final Payment. Shall be due fourteen (14) business days after the Final Completion has been achieved. Final Payment shall consist of the remaining Contract Sum, withheld retainage plus any and all outstanding balances remaining for any Change Orders (See 5c).
- d. Change Orders. Change orders will be invoiced by the Contractor at the time the work is commenced. The Client shall pay the invoice for any modifications within fourteen (14) business days. Any work that may be required which is outside the scope of the Work described in Exhibit 'A' must be approved in writing by the Client. Payment for Change Orders shall be as set forth in paragraph 5c of this Agreement.
- e. Disputes: Subject to Article 14, and for payments in dispute, Client shall notify the Contractor in writing of any dispute in the amount payable as invoiced by the Contractor. If in fact it is determined that the work has been completed properly and the billings are accurate, Client will be subject to any finance charge or any debt collection expense, including collection agency fees and reasonable attorney fees, on the amount of the invoice in dispute.
- f. Form of Payment: Payments shall be made in certified United States funds in the form of a cashier's check, money order, or personal check made payable to Maddox Construction, LC. Payments may be mailed or hand-delivered to 2785 West 9000 South, West Jordan, Utah 84088, Monday – Friday, 9:00 am – 3:00 pm. Alternate methods of payment may be arranged upon request, service fees may apply.
- g. Retainage: Client shall retain five per cent (5%) pending completion of the Work. Retainage shall be paid in accordance with Article 5, paragraph c.

ARTICLE 6: FINAL COMPLETION

Final Completion means that all Work has been completed in accordance with the Contract Documents and the Work associated with the project passed Final Inspection other than the Contractor's responsibility to correct Work as provided in Article 7, and to satisfy other requirements, if any, which extend beyond Final Payment. Final Completion date shall be determined by the parties at permit issuance.

ARTICLE 7: CORRECTIONS TO WORK

- a. Contractor shall promptly correct Work rejected by Client for failing to conform to the requirements of the Contract Documents, whether discovered before or after completion and, whether fabricated, installed, or completed. The cost of correcting such rejected work, including additional testing and inspections and compensation for Architect's services and expenses made necessary thereby, shall be at Contractor's expense.
- b. In addition to the Contractor's obligation under this Agreement, within one year of the date of Completion of the Work or designated portion thereof, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from Client to do so unless client has previously given the Contractor a written acceptance of such condition. Client shall give such notice promptly after discovery of the condition.
- c. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.
- d. The one-year period for Correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this paragraph unless otherwise agreed upon in writing.

ARTICLE 8: WARRANTIES

The Contractor represents that it has the right to enter into this Agreement and further warrants:

- a. That the Contractor is qualified to do business and is properly licensed in the State of Utah to perform the Work provided for in this Agreement.
- b. That the Contractor shall intentionally and knowingly not violate any applicable laws, regulations, codes, and municipal ordinances and regulations effective where the Work is to be performed under this Agreement.
- c. That the Contractor shall warrant against any defects in workmanship and/or materials which were supplied by the Contractor for a period of one (1) year from the date of final completion of the Work.

ARTICLE 9: INSURANCE AND BONDS

The Client, Contractor, and all Subcontractors shall maintain all appropriate insurance during the construction phase of the project. Client, Contractor, and Subcontractors are required to carry full insurance with adequate policy limits for the Work, including, statutory worker's compensation, employer liability, comprehensive general liability, and automobile liability with minimum per occurrence of two million dollars (\$2,000,000.00) for personal injury, bodily harm, and property damage. The Contractor shall maintain the above insurance coverage in force until the completion of the entire Project of which the Work is a part. In accordance with Utah Code § 63G-6a-1103, Contractor shall deliver a payment bond in the amount of 100% of the Contract Sum.

- a. Certificate of Insurance. The Contractor shall furnish the Client with a Certificate of Insurance for all applicable policies and coverages.
- b. Bond: The Contractor shall provide Client with a Performance Bond in the amount to complete the scope of the Agreement
- c. Liability: The Contractor shall hold harmless, defend, and indemnify the Client for any liability claim, damages, or other cause in the performance of the Agreement and shall name the Client as an additional insured of any insurance related to this agreement.

ARTICLE 10: PERMITS, FEES, AND NOTICES

Contractor shall secure and Client shall pay for the building permit. The Client shall pay for all other permits, governmental fees, licenses, and inspections necessary for proper execution and completion of the work. Upon request, Contractor shall send Client a photocopy of all permits required in connection with the Work.

ARTICLE 11: UTILITIES

The Client shall provide access to and supply all utilities at the jobsite.

ARTICLE 12: CLEAN-UP AND CARE OF MATERIALS

The Contractor agrees to clean up and discard all debris, trash, and refuse generated by the Contractor's Work as more fully described in Exhibit 'A'. The contractor agrees to be diligent in the proper care of any materials supplied by the Client. Client may hold the Contractor liable for the value of materials damaged by the gross negligence of the Contractor.

ARTICLE 13: TIMING

Time is of the essence of this Agreement. The Contractor agrees to commence the Work and proceed with such Work to completion in accordance with the requirements described in Exhibit 'A' hereto, and to coordinate the Work and cooperate with others at the site of the Work. In the event completion of the Work contemplated herein is delayed by any cause beyond the reasonable control of the Contractor; including but not limited to, weather related conditions, the Contractor shall be granted an extension of time equal to said delay that directly impacts the progress of the Work. The Contractor agrees to meet dates agreed to between the Parties.

ARTICLE 14: DISPUTE RESOLUTION

General. Any and all disputes, claims or controversies between the Parties involving the interpretation of this Agreement, the acts, omissions, responsibilities, or obligations of either

Party arising out of or resulting from this Agreement shall be subject to mediation.

Good Faith Negotiations. It is the intent of the parties that any dispute be resolved informally and promptly through good faith negotiations between appropriate representatives of the parties whenever possible. In the event that a dispute arises which cannot be resolved, either party may initiate negotiation proceedings by delivering written notice to the other party of the dispute and a request to meet. Within three (3) business days of delivery of such written notice, a representative for each party having decision-making authority shall meet and confer in a good faith effort to resolve the dispute. In the event the parties cannot resolve their dispute, the parties agree to mediate the dispute in good faith before filing a claim in Court.

Legal Remedies. In the event the parties are unable to resolve their dispute through good faith negotiations or mediation and suit is initiated by either party, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including, but not limited to, the cost incurred for reasonable attorneys' fees and expert fees which may arise or accrue from enforcing this agreement or pursuing any remedy provided hereunder or by the statutes of the State of Utah whether such remedy is pursued by filing a suit, construction lien, or otherwise.

ARTICLE 15: TERMINATION OR SUSPENSION

Contract may be terminated by the Client or Contractor.

- a. Termination by Contractor: If Client fails to make Deposit for a period of five (5) calendar days following the date the payment is due, the Contractor may, upon five (5) additional calendar days and written notice to Client, terminate the Contract and recover from Client payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit, and damages applicable to the Project.
- b. Termination by Client: Client may terminate the Contract if Contractor:
 - i. Disregards laws, ordinances, or rules, regulations, or orders from a public authority having jurisdiction; or
 - ii. Otherwise, is guilty of substantial breach or default of a provision of the Contract Documents.

ARTICLE 16: HAZARDOUS MATERIALS

The Contractor shall not cause or permit any hazardous material or substance to be brought upon, stored, or used in or about the Work site that is not related to the Work to be performed under this Agreement, without prior written consent of the Client. The Contractor shall immediately notify Client if it should discover any hazardous material or substance on or around the Work site.

ARTICLE 17: GENERAL PROVISIONS

- a. **Contract Documents.** The Contract documents consist of the Agreement, any pre-bid and post-bid documents, any pre-construction minutes or documents, scope of work, any plans, schematics, drawings, details, addenda, or other information to assist the Contractor with the Work. Any such documents above listed made shall be part of this entire Agreement by this reference.

- b. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah.
- c. **Severability and Survival.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. **Notices.** Any notices or other communication required under this Agreement shall be given in writing and delivered to the address which is indicated for each party beneath the executed signature lines hereto.
- e. **Force Majeure.** Neither party shall be liable for any failure to perform under this Agreement when such failure is due to causes beyond that party's reasonable control, including, but not limited to, acts of State or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such a delay, any date stated herein shall be extended by a period of time necessary by both Contractor and Subcontractor. If the delay remains in effect for a period more than thirty (30) days, Contractor has the right to terminate this Agreement upon written notice to the Subcontractor.
- f. **Non-waiver.** The failure of either party to insist upon or enforce strict conformance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.
- g. **Attorney Fees.** In the event that any action is filed in relation to this agreement, the non-prevailing party in the action shall pay to the prevailing party, in addition to all the sums that either party may be called onto pay, a reasonable sum for the prevailing party's attorney fees.

[This Space Intentionally Left Blank]

The Parties acknowledge that they have read this Agreement, including all Exhibits attached hereto, and accepts the Agreement in its entirety. The undersigned warrants that he or she has the authority to enter into this Agreement on behalf of the Contractor. This Agreement is valid as of the date of the signatures below.

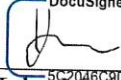
Dated:

Dated: 10/2/2023

TOWN OF HUNTSVILLE

MADDOX CONSTRUCTION, LC

Richard Sorensen
Mayor
7381 E 200 S
PO Box 267
Huntsville, UT 84317
801-745-1792

DocuSigned by:


5C2046C9D8BF4E7...
John Maddox
Managing Principal
Maddox Construction, LC
2785 W 9000 S, #102
West Jordan, UT 84088
office@maddoxconstruction.net
801-652-6915

Attest:

Town Clerk



Quote: 1018 / Date: 10/2/2023

Customer

Maddox Construction
 2785 W 9000 South Suite 104
 West Jordan, UT
 84088, US
 8016526915

Prepared By:
 Jen Strickland
 (801) 558-8969
 jen.strickland@maddoxconstruction.net

Town of Huntsville

Rex Harris

Rexharris@utah.gov

Project: Townhall/Community Center - Huntsville, UT

Scope of Work

Excavation

	Total Cost
31 23 16 - Excavation	\$ 74,132.28
SWPPP	\$ 6,480.00
02 32 16 - Material Testing	\$ 2,700.00
31 22 00 - Grading	\$ 19,980.00
33 10 00 - Water lateral	\$ 14,191.20
33 34 13 - Septic System	\$ 42,660.00
01 71 13 - Mobilization	\$ 7,560.00

Concrete

	Total Cost
Footing and Foundation	\$ 219,780.00
Concrete Slab - Patio -	\$ 14,256.00
ADA Ramp Side Wall	\$ 49,680.00

Wood Framing

	Total Cost
06 13 23 - Heavy Timber Framing	\$ 40,072.00
06 11 00 - Wood Framing	\$ 471,528.00

Roofing



Quote: 1018 / Date: 10/2/2023

Roofing	Total Cost
	\$ 81,787.00
Electrical	
26 00 00 - Electrical	Total Cost
	\$ 148,000.00
Building Insulation	
07 21 00 - Thermal Insulation	Total Cost
	\$ 25,164.00
Exterior Package	
Exterior Finishes	Total Cost
	\$ 229,900.00
Drywall	
Drywall	Total Cost
	\$ 56,106.00
Plumbing	
Plumbing	Total Cost
	\$ 57,752.00
Mechanical	
HVAC	Total Cost
	\$ 181,802.00
Fire Sprinkler	
Fire Suppression	Total Cost
	\$ 66,550.00
Painting	
09 91 00 - Painting	Total Cost
	\$ 39,420.00
Appliances	
	Total Cost



Quote: 1018 / Date: 10/2/2023

	Total Cost
11 30 13.13 - Residential Kitchen Appliances	\$ 4,536.00

Windows

	Total Cost
08 50 00 - Windows	\$ 35,640.00

Door package

	Total Cost
Doors	\$ 45,360.00

Flooring

	Total Cost
Carpet Squares	\$ 8,100.00
LVT	\$ 4,428.00

Cabinetry & Tops

	Total Cost
12 36 00 - Countertops	\$ 8,100.00
06 22 00 - Millwork	\$ 24,300.00

Notes

Summary

Subtotal	\$ 1,979,964.47
Bonding	\$ 49,499.11
Overhead	\$ 20,590.42
General Conditions	\$ 19,500.00
Supervision	\$ 29,955.00

\$ 2,099,509

Accepted By

Date

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