



## CONSTRUCTION CONTRACT

CONTRACTOR:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail address

BID ACCEPTANCE DATE: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

TOTAL CONTRACT BID: \_\_\_\_\_

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ARTICLE 1 PARTIES

This agreement is between:

Juab County  
(County)  
160 North Main Street  
Nephi, Utah 84648  
Telephone (435) 623-3407

AND

\_\_\_\_\_  
Contractor  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip Code

1.1 SHORT NAMES

Juab County shall be referred to in this agreement as “County” and (insert name of contractor): \_\_\_\_\_ shall be referred to in this agreement as “Contractor.”

1.2 JUAB COUNTY COMMISSION TO ACT FOR COUNTY

Any actions taken by County relative to this contract shall be adopted by a majority vote of the Juab County Commission (hereinafter “County Commission” or “Commission”). References to actions by “County” in this contract will be interpreted as actions taken by a majority vote of the Juab County Commission.

ARTICLE 2 CONTRACT PRICE

2.1 SOLICITATION OF BID

County has solicited bids for the construction of the project described in the Juab County Request for Proposals and Contractor’s Sealed Bid documents attached to this contract as “Exhibit A” and incorporated into this agreement by this reference. The specifications for these projects are set forth in this Contract and in Exhibit A.

2.2 BID AMOUNT

In response to County’s solicitation for bids, Contractor proposed bids in the following amounts for the projects described in the Juab County Request for Proposal attached to this contract as Exhibit A:

Bid: \$ \_\_\_\_\_

The project described in Exhibit A will be completed by the following date:

Completion Date: \_\_\_\_\_

### 2.3 ACCEPTANCE OF BID

Contractor's bid for the projects described in this Contract and Exhibit A were accepted by a majority vote of the Juab County Commission on \_\_\_\_\_ . Therefore, Contractor's bid price and completion time set out in Article 2.2 are accepted and adopted by this Contract as the contract price for the projects described herein.

## ARTICLE 3 SCOPE OF WORK

### 3.1 INTENT OF CONTRACT

The intent of this contract is to provide for the construction and completion in every detail of the work described. Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the specifications, requirements, and terms of the contract.

### 3.2 ALTERATION OF PLANS OR CHARACTER OF WORK

County reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and other alterations in the details of construction, and the elimination of one or more items as may be found necessary or desirable. Such alterations shall not be considered a waiver nor release of the surety. Contractor agrees to accept the work as altered the same as if it had been a part of the original contract. Contractor shall proceed with work alterations when ordered in writing. **Financial increases to this contract must be approved by County in writing before additional work is authorized and constructed.**

### 3.3 AUTHORITY OF THE COUNTY COMMISSION

#### 3.3.1 QUALITY, ACCEPTABILITY AND FULFILLMENT OF THE CONTRACT

The Juab County Commission 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. It will also decide all questions which may arise as to the acceptable fulfillment of the contract on the part of Contractor.

#### 3.3.2 SUSPENSION OF WORK

The County Commission will have the authority by written order to suspend work wholly or in part:

- a. due to the failure of the Contractor to correct conditions unsafe for the workers or general public;
- b. for failure to carry out provisions of the contract;
- c. for failure to carry out orders;
- d. for such periods as it may deem necessary due to unsuitable weather;
- e. for conditions considered unsuitable for the progress of the work; or
- f. for any other condition or reason deemed to be in the public interest.

Written orders shall state the reason of the suspension of work.

### 3.4 COMPLETION

Completion of the projects shall be determined by the County Commission. In determining project completion, the County Commission shall consider:

- a. if the work required by this Contract has been completed sufficiently so that County can reasonably occupy or utilize the buildings, structures, or other work;
- b. whether all the requirements of this Contract have been satisfied; and
- c. if a final building inspection has taken place and the Building Inspector has given final approval to the buildings constructed pursuant to this Contract.

The County Commission shall not unreasonably withhold a determination of completion.

### 3.5 SUPERVISION OF WORK

It is understood that the County Commission shall have full supervisory powers in determining the extent of the construction on the project. Compensation shall be based upon logbooks maintained by the project inspector as a percentage of work completed and payment terms described under General Provisions. It is further understood by the parties that all decisions concerning the extent and acceptability of the work and the quality of all materials shall rest solely with the County Commission.

## ARTICLE 4 GENERAL REQUIREMENTS

### 4.1 AMENDMENTS

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

### 4.2 ASSIGNMENT

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

### 4.3 BINDING AGREEMENT

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

### 4.4 BONDS

#### 4.4.1 LEGAL REQUIREMENT

Before this contract is awarded by County the Contractor shall furnish County the following bonds as required in section 63G-6a-1103 Utah Code Annotated, 1953, as amended:

#### 4.4.1.1 PERFORMANCE BOND

A **performance bond** satisfactory to County in an amount equal to 100% of the price specified in the contract which is executed by a surety company authorized to do business in the State of Utah or any other form satisfactory to County conditioned upon the faithful performance of the Contract, solely for the protection of County to be held for one year from final acceptance by County of all work completed pursuant to this contract.

#### 4.4.1.2 PAYMENT BOND

A **payment bond** satisfactory to County in an amount equal to 100% of the price specified in the contract which is executed by a surety company authorized to do business in the State of Utah or any other form satisfactory to County for the protection of each person supplying labor, service, equipment, or material for the performance of the work provided for in the Contract.

#### 4.4.2 BOND REQUIREMENTS

Each bond shall be:

1. Binding upon the award of the contract to Contractor;
2. Executed by a surety company or companies duly authorized to do business in the State of Utah;
3. Payable to Juab County, A Body Corporate and Politic; and
4. Filed in the office of the Juab County Clerk.

#### 4.4.3 COUNTY TO HOLD BOND

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

#### 4.5 BRAND NAME

The use of brand names is for the purpose of designating the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Equivalent brand substitutions must be pre-approved in writing by the County Commission, prior to construction of the project.

#### 4.6 CHANGE ORDERS

The parties understand that no change orders are anticipated for the projects described in this contract. Any change order must be approved in writing by the County Commission. **Any financial increases to this contract must be approved by the County Commission in writing before additional work is authorized and constructed.**



#### 4.7 CONTRACT TIME

##### 4.7.1 COMPLETION

The contract time for the completion of the project is on or before \_\_\_\_\_ days from the date this contract is signed, regardless of weather conditions and other related problems. If Contractor fails to complete the work within the contract time, or extension of time granted by County in writing, then Contractor shall be liable for all additional costs and damages incurred by County as a result of this failure of completion.

##### 4.7.2 EXTENSION

If abnormal weather conditions, or other natural events totally beyond the control of Contractor require in the judgement of County an extension of the completion date, written authorization must be given by County for such specific extension.

#### 4.8 COOPERATION

##### 4.8.1 EFFICIENT CONTRACT PERFORMANCE

County intends to encourage cooperation with the Owner, Engineers, Supplier, Contractor, and its subcontractors. The objectives are effective and efficient contract performance, intended to achieve completion within budget, on schedule, and in accordance with plans and specifications.

##### 4.8.2 ALTERNATIVE DISPUTE RESOLUTION

Alternative dispute resolution (ADR) methodologies will be encouraged in place of the more formal dispute resolution procedures. ADR in this context is intended to be a voluntary, non-binding procedure available for use by the parties to this contract to resolve any dispute that may arise during performance.

#### 4.9 EXTRA WORK

##### 4.9.1 WHEN AUTHORIZED

Extra work, when authorized in writing by County, is defined as additional work which is neither shown nor defined on the plans or specifications but determined by County to be necessary to the project. It is also defined as that additional effort necessary by reason of changing conditions. The changed condition must be radical, unforeseen, and completely beyond the control of Contractor. Adverse weather variations do not constitute a changed condition.

##### 4.9.2 PAYMENT

Miscellaneous items normally associated with the major work items shown, but which may not be specifically shown, shall be furnished and installed by Contractor as if they had been shown, without additional cost to the County. After written authorization of the County Commission, payment for authorized extra work will be made in a lump sum, agreed to prior to beginning the extra work, to cover all the items authorized in writing by County.

#### 4.10 INDEMNIFICATION

Contractor shall indemnify and hold harmless County, its officials, officers, employees, agents and volunteers, for all of County's costs of defense arising from any and all claims, demands, lawsuits, proceedings, losses, damages, debts, obligations, and liabilities of any nature whatsoever (including but not limited to claims for death, personal injury and property damage, attorneys' fees, costs, expenses, judgments for all sorts of monetary relief, fines, penalties and any amounts paid in settlement), which directly or indirectly arise out of or in connection with the work contemplated by this Contract and includes actions or inactions by Contractor, its agents, employees, licensees, vendors, invitees or guests. Contractor shall indemnify County for the defense of County against the entire claim by legal counsel of County's choice. County shall have the right, without waiving any other right or remedy otherwise available to County, to adjudicate or settle any such claim in its sole discretion. It is further agreed that if any action is instituted by County to enforce any provision of this indemnity, County shall be entitled to recover its attorneys' fees, costs, and expense in any such action. Any liability attributed to County shall be limited by applicable Utah Law.

#### 4.11 INDEPENDENT CONTRACTOR

##### 4.11.1 AFFIRMATION OF INDEPENDENCE

Contractor states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its' services as it sees fit to the general public, maintains its' office or place of employment separate from County, and that this Contract is not exclusive of other agreements, contracts or opportunities.

##### 4.11.2 INDEPENDENT RELATIONSHIP

The parties intend that an independent contractor relationship will be created by this Contract. County 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 County for any purpose, and the employees of Contractor are not entitled to any of the benefits that County provides for County's employees. It is understood that County 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 Contract with County.

##### 4.11.3 NO AUTHORITY TO BIND COUNTY

Both parties agree that Contractor shall be deemed an independent contractor in the performance of this Contract, 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 County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for County. The compensation provided for herein shall be the total compensation payable hereunder by County.

#### 4.12 INSPECTION

County maintains the right to inspect the projects described in this Contract at any reasonable time during regular business hours.

#### 4.13 INSURANCE

##### 4.13.1 COMMERCIAL GENERAL LIABILITY INSURANCE

Contractor agrees to carry appropriate Commercial General Liability insurance coverage. 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 contract. **This insurance shall name 'Juab County, 160 North Main Street, Nephi, Utah 84648' as an additional insured and shall contemplate the indemnification set for in paragraph 4.10 above.** Contractor shall furnish to County a Certificate of Insurance evidencing that the Contractor has adequate insurance coverage and naming County as an additional insured before beginning work on this project.

##### 4.13.2 WORKERS COMPENSATION INSURANCE

The Contractor shall furnish a Certificate of Insurance to County evidencing that Contractor has Workers Compensation Insurance for Contractor, all subcontractors, and all employees of the Contractor and/or subcontractors before beginning work on this project.

#### 4.14 INTERPRETATION OF AGREEMENT

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Contract are for convenience only and do not constitute a part of the provisions hereof.

#### 4.15 JURISDICTION

The parties agree that the Fourth District Court located in Juab County has jurisdiction and venue over any legal action that may arise out of the performance of this Contract.

#### 4.16 KEYS

If it becomes necessary for County to issue Contractor a key to county locks, final payment to Contractor will be held until the key has been returned and documented. It is illegal to duplicate county keys.

#### 4.17 LEGAL

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

4.18 LICENSE

4.18.1 BUSINESS LICENSE

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.

4.18.2 CONTRACTOR’S LICENSE

Contractor shall be a licensed contractor through the State of Utah authorized to perform construction work in this State. It shall provide proof of such license prior to the commencement of said work.

4.19 NO PRESUMPTION

Should any provision of this Contract require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the preparing party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation of this Contract.

4.20 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 listed in Article 1.

4.21 PAYMENT

Contractor shall be paid by County within thirty (30) days of the date the project is deemed completed by the County Commission. The Contractor shall be paid the agreed contract price designated in this Contract and Exhibit A.

4.21.1 CONTRACT PRICE

The contract price agreed upon by the parties for the project described in Exhibit A is \$ \_\_\_\_\_.

4.22 PERMITS AND FEES

Contractor shall secure and pay for the building permit and any other permits and governmental fees, licenses, and inspections necessary for proper completion of the work and projects described in this Contract.

4.23 SAFETY REQUIREMENTS

4.23.1 COMPLIANCE WITH LAW

In order to protect the life and health of employees and the general public in the performance of this contract, Contractor shall comply with the general safety orders covering Utah industries, issued by the Utah Labor Commission and the Occupational

Safety and Health Act of 1970. Nothing in the contract shall relieve the Contractor of responsibility assigned in the specifications, State Industrial Commission's requirements, or federal, state, and local laws, ordinances or rules.

#### 4.23.2 LIABILITY

Contractor agrees to hold County free and harmless from any and all damages/claims that may occur during the construction operations of this contract. Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this contract and construction operations.

#### 4.24 UTAH LAW

This Contract shall be interpreted pursuant to the law of the State of Utah.

#### 4.25 UTILITIES

Care shall be taken to preserve and protect existing pole lines, signs, pipelines and private improvements from injury or damage during construction operations. Contractor shall assume full responsibility for reimbursing the owners and utilities for any damage to their properties, utilities, or improvements, or interference with their service caused through his operations. **Contractor has the responsibility for contacting "Blue Stakes"**.

#### 4.26 WARRANTY

##### 4.26.1 MATERIALS AND WORKMANSHIP

Contractor warrants to County that all materials furnished under this Contract 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 Contract. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

##### 4.26.2 DEFECTIVENESS

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

## ARTICLE 5 SPECIFICATIONS

All work performed by Contractor shall meet or exceed all applicable specifications listed in the publication American Public Works Association - Manual of Standard Specifications, the most current edition, published by the Utah Chapter of the American Public Works Association, herein after referred to as the “Manual of Standard Specifications.”

### 5.1 PROJECT SPECIFICATIONS

The project specifications are outlined in the Juab County Request for Proposals and Contractor’s Sealed Bid documents attached to this contract as Exhibit A.

## ARTICLE 6 FINAL AGREEMENT

### 6.1 DESCRIPTION OF THE WORK

In consideration of the compensation set forth herein, Contractor agrees to provide all necessary materials and labor for items specified and listed on the terms and conditions contained in this Contract and in Exhibit A.

- a. Contractor agrees to complete all specified construction work as specified in this Contract and Exhibit A.
- b. County hereby authorizes Contractor to proceed with the work as specified herein upon the receipt of required bonds and certificates of insurance.

### 6.2 COMPENSATION

In exchange for services referenced above, and on the terms and conditions stated herein and in Exhibit A, County will pay Contractor in accordance with Article 2 of this Contract and also consistent with Contractor’s bid which is attached hereto as Exhibit A.

### 6.3 ENTIRE AGREEMENT

This Contract shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

ARTICLE 7 SIGNATURES

**IN WITNESS WHEREOF** the parties have caused this Contract to be duly executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Clinton Painter, Chair  
Juab County Board of Commissioners

\_\_\_\_\_  
Alaina Lofgran,  
Juab County Clerk

\_\_\_\_\_  
Contractor

# **EXHIBIT A**

## **JUAB COUNTY REQUEST FOR PROPOSALS AND CONTRACTOR'S SEALED BID**



## ATTACHMENT A: JUAB COUNTY STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in the Utah State Procurement Code, Part 63G-6, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), the Juab County Purchasing Ordinance, and related statutes which permit the County to purchase certain specified services, and other approved purchases for the County.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Nephi City, in the Fourth Judicial District Court for Juab County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow County, State and Federal auditors, and County Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal. It does not apply to Invitation for Bids nor to the Multi-Step Process.

### 5.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The County will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

### 5.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the County and its officers, employees, agents, representatives and anyone that the County may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the County shall only be required to indemnify the County for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the County in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of Juab County, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
7. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the County to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the County, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the County. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the County for these contract services. Persons employed by the County and acting under the direction of the County shall not be deemed to be employees or agents of the Contractor.
8. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release Juab County, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the acts or negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the County's sole negligence. The parties agree that if there are any Limitations of the Contractor's Liability, including a limitation of liability for anyone for whom the Contractor is responsible, such Limitations of Liability will not apply to injuries to persons, including death, or to damages to property.
9. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of

1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

10. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
11. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by authorized persons of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
12. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the County. The Contractor must notify the County Economic Development Director within 30 days if debarred by any governmental entity during the Contract period.
13. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon sixty (60) days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the County cannot contract for the payment of funds not yet appropriated by the Juab County Commission. If funding to the County is reduced due to an order by the Juab County Commission, or is required by State law, or if federal funding (when applicable) is not provided, the County may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the County upon 30 days written notice. In the case that funds are not appropriated or are reduced, the County will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the County will not be liable for any future commitments, penalties, or liquidated damages.
15. **SALES TAX EXEMPTION:** Juab County's sales and use tax exemption number is 12238803-003-STC. The tangible personal property or services being purchased are being paid from County funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
16. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to Juab County under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied on the Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the County has not been warned. Remedies available to the County include the following: The Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies Juab County may otherwise have under this contract.
17. **PUBLIC INFORMATION:** Contractor agrees that the contract, related Sales Orders, and Invoices will be public documents, and may be available for distribution. Contractor gives the County express permission to make copies of the contract, related Sales Orders, and Invoices in accordance with the State of Utah Government Records Access and Management Act (GRAMA). Except for sections identified in writing and expressly approved by the County Economic Development Director, Contractor also agrees that the Contractor's response to the solicitation will be a public document, and copies may be given to the public under GRAMA laws. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
18. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
19. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the County. The County contract number and/or purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the County will be those prices listed in the contract. The County has the right to adjust or return any invoice reflecting incorrect pricing.
20. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. All payments to the Contractor will be remitted by mail, electronic funds transfer, or the County's Purchasing Card (major credit card).

21. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the County, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
22. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the County.
23. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the County to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The County will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the County may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
24. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The County may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
25. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to Juab County is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of Juab County, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6-1002, Utah Code Annotated, 1953, as amended).
26. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Attachment A: Juab County Standard Terms and Conditions; 2. Juab County Contract Signature Page(s); 3. Attachment B: Scope of Work/Additional Terms and Conditions; 4. Contractor Terms and Conditions.
27. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related County Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the County. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.