

CONTRACT

As per the terms of this Agreement (the “Agreement”) [Vendor Name] (“Vendor”), [Business Address], Phone number: [], Fax Number: [], Email: [], and License Number: [], agrees to provide Duchesne County (“County”) with the services outlined in the contract below. The term “Parties” shall refer collectively to both Vendor and County.

A. Scope of Services

Pre- Construction

i. Plans and Specifications Preparation

1. Vendor shall prepare documents detailing construction plan specifications for the Crack Sealing Project (the “Project”). In preparing these documents, Vendor shall ensure that interested contractors are bidding the Project with minimal confusion and that County is protected by appropriate bonds, agreements, and conditions.

ii. Contractor Procurement

1. Vendor shall assist County with the advertisement and contractor procurement process. This process includes writing the advertisement, answering contractor inquiries, preparing addendums to the contract documents, and assisting at the bid openings of the different contractors.

iii. Assumptions and Limitation

1. Vendor is not required to conduct any environmental or topographic surveys, wetlands delineations, or cultural resource research and surveys.

Construction Phase

i. Construction Management

1. Vendor shall administer the construction process. Administering the construction process includes attending or managing coordination meetings (if required), compilation of partial pay estimates, submittal review, budget tracking, and other critical tasks.

ii. Construction Supervision

1. Vendor shall provide supervision of any construction in order to handle Project issues as they arise and to verify that the contractor is in general compliance with the plans and specifications.

iii. Contract Record Drawings and Final GIS

1. Vendor shall provide the final GIS data to County generated during the Project. Parties agree that information can be used in future years to fine-tune the pavement management program.

B. Completion Date: JUNE 30, 2020

- i. Vendor shall complete the duties outlined in this Agreement by June 30, 2020.

C. Compensation

- i. County agrees to compensate Vendor \$ _____ for the services performed under this Agreement. Compensation stated herein shall be the total amount payable by Duchesne County to Vendor. Any compensation by County or Vendor to a contractor shall be made under a separate agreement. Vendor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from County for services performed under this Agreement.

D. Contract Jurisdiction, Choice of Law, and Venue

The provisions of this Contract shall be governed by the laws of the State of Utah, Duchesne County, and Duchesne City. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement.

E. Laws and Regulations

Vendor agrees that all supplies, services, equipment, and construction furnished under this Contract shall comply with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.

F. Independent Contractor

The contractor selected by Parties to complete the Project shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind County, or its members, to any agreements, settlements, liability, or understanding whatsoever. Vendor agrees that it shall instruct any contractor that the contractor shall not perform any acts as an agent for Duchesne County, or its representatives. Persons employed by County and acting under the direction of County shall not be deemed to be employees or agents of Vendor or contractor.

G. Interpretation of Contract

Any ambiguities in this Agreement's language shall be liberally construed in favor of Duchesne County.

H. Serviceability

Any invalidation of any sections or provisions of this contract will not affect the validity of the remainder of the provision or other provisions in the contract.

I. Modification

This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the Parties.

J. Entirety of Contract

This Agreement supersedes all other agreements that may have been executed between the Parties prior to date of the Parties signing this Agreement. This Agreement incorporates by reference any contract documents noted in this Agreement.

K. Termination Clause

The County may terminate this Agreement at any time if Vendor fails to carry out the contract provisions as specified, if, in the opinion of the County, the performance of the contract becomes impracticable or delayed, or Vendor is in direct violation of the contract conditions. County shall provide Vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days of such notice, to the satisfaction of County, County may exercise their option in writing to terminate this Agreement without further notice to the Vendor and order the Vendor to stop work immediately and vacate the premises. If County decides to terminate this Agreement in accordance with the terms of this Agreement, Vendor agrees that County's decision shall be final and valid.

L. Indemnification and Hold Harmless Agreement

Vendor hereby agrees to release, indemnify, defend, and hold harmless the County, its commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs, and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgements, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this _____ day of the month of _____, 20_____.

(“County”)

Date: _____

VENDOR NAME: _____ (“Vendor”)

Date: _____