

GRAND COUNTY

Spanish Trail Arena Stall Receptacle Upgrade

South Stall Barns A, B, C, and D.

REQUEST FOR BIDS

Bids are due by
October 5, 2009
5:00 p.m.

SEND ONE (1) COPY OF THE BID TO:

Clerk Auditor's Office
Diana Carroll, Clerk Auditor
125 E Center Street
Moab, UT 84532
Phone: 435-259-1322
Fax: 435-259-2959
Email: dcarroll@grand.state.ut.us

SEND TECHNICAL INQUIRIES

Maintenance Department
Marvin Day, Facility Supervisor
125 E. Center Street
Moab, UT 84532
Phone: 435-259-7386
Email: mday@grand.state.ut.us

IMPORTANT NOTICE TO ALL BIDDERS: Grand County reserves the right to: disqualify incomplete bids, waive minor defects as it deems applicable in the written bids, request additional information from any respondent, change or modify the scope of the project at any time without penalty, negotiate terms with one or more of the respondents, reject any or all bids without penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. Bids will not be considered for award if received by Grand County after the official closing date and time.

PART I- PROJECT DESCRIPTION.

1. Purchase and install 3” conduit & sweeps [underground] from main power pole and new 400amp service with two 200amp subpanels at service location.
2. Sub panels [8] at end of each of the 4 stall barns [a, b, c, and d] feeding a [1] 50amp and [2] 20amp receptacles at the end of each stall barn located at northeast corner of indoor arena, called the “upper stalls”.
3. Total receptacles are [8] 30amp and [16] 20amp receptacles.

WALKTHROUGH (when applicable): Prospective Bidders are required to attend a walkthrough of the project. The Grand County Facility Supervisor and Building Official will conduct the walkthrough and will be available to answer questions pertaining to the project. To schedule a walkthrough call Marvin Day at (435) 259-7386. Prospective Bidders should meet at the Courthouse located at 125 E. Center Street, Moab Utah. All prospective bidders or their representative shall be present at this meeting to be eligible for bidding on the project. The County at its discretion reserves the right to set up additional walkthrough meetings to receive competitive bids to be submitted for consideration.

LICENSES: The County will require all contractors and subcontractors who work on the project to have current professional licenses within the respective trades.

PERMITS: The County will obtain any permits required for performing the work.

PROJECT COMPLETION: The replacement of the heating and control system shall be fully completed no later than 4 months from date contract has been awarded.

PAYMENT SCHEDULE: The agreed upon amount shall be paid once project is completed. The County reserves the right to divide the payment so that the contractor can pay any subcontractors and submit the required Lien Waiver Form and Contractor's Affidavit Form. The submission of these forms is required prior to the County paying the agreed upon amount in full.

WEEKLY MEETINGS (when applicable): The selected Bidder shall appoint a representative to meet weekly and as needed with the County's Facility Supervisor and Building Official. The purpose of the meeting shall be to coordinate and communicate with the contractor regarding any aspects of the plans or projects.

WORKMANSHIP & MATERIALS: Workmanship shall be of the highest quality and conform to all requirements and standards contained in the International Building Codes or other codes enacted by Grand County. All work shall be inspected and approved by the Grand County Building Department.

Materials used in the project shall be of the highest quality. The County reserves the right to reject proposed materials that are deemed to be inferior quality. It is the responsibility of the bidder to receive approval for any proposed material from the County prior to installation.

CHANGE ORDER: All change orders initiated by either the Bidder or the County shall have the work to be performed and the price associated with the work agreed to in writing prior to commencing with the work.

CONSTRUCTION MITIGATION: The Courthouse Offices shall continue their operations through the project. Bidder to contact the Facility Supervisor to determine a time in which the project impacts will be mitigated.

BONDS: According to the County's Purchasing Policies the successful Bidders shall post a bond for 100% of the cost of the contract price to serve as protection to the County for performance of workmanship and of all persons or companies supplying labor and/or material. The County will use the bonds for all of the aforementioned reasons. Acceptable bonds include a performance bond and a payment bond.

PART II- RESPONDING TO RFB.

TIMELINES: To be considered, one (1) sealed copies of the bid marked "Spanish Trail Arena Stall Receptacle Upgrade RFB" shall be submitted to Diana Carroll, at 125 E. Center Street, Moab, UT 84532, no later than 5:00 pm, on October 5, 2009.

BID OPENINGS: Bids shall be opened publicly by a representative from the Clerk Auditor's Office and in the presence of at least one witness on October 6, at 8:30am in the County Council Chambers located at 125 E. Center Street, Moab UT 84532. The amount of each bid and any other relevant information, and the name of each bidder shall be recorded. The record and each bid shall be open in public inspection.

INSTRUCTION FOR RESPONDING TO THIS RFB: It is incumbent upon each respondent to carefully examine these specifications, terms and conditions. Any clarification or additional information shall be made in writing to the appropriate person called out on the cover page. When appropriate the County will respond through written means.

If it becomes necessary to revise or amend any part of this RFB, notice will be given to all respondents that who are registered when receiving this bid package. To register please send an email to mday@grand.state.ut.us with contact information sufficient to forward any amendment. Bidders must acknowledge receipt of the amendment in their bid. Each bidder should ensure that they have received all amendments to this RFB before submitting their bids. Please check the Grand County web site at www.grandcountyutah.net for any amendments.

BIDS: Attached bid forms are to be completed as instructed and one (1) are to be returned in response to this RFB. The bids shall be sealed and marked "Spanish Trail Arena Stall Receptacle Upgrade RFB".

- § Company Profile (optional)
- § Listing of proposed subcontractors, if any, and scope of work they will perform
- § Past and current cleaning services provided of a similar size, scope, etc. and the name & telephone number of a contact person from that entity, who will be familiar enough with the past project to give a reference
- § Business license and employees bonded to perform work
- § Any unique suggestions or requirements that may be helpful in the analysis of the bid.
- § Submission of FORM 1 Public Records Law
- § Submission of FORM 2 Cost Breakdowns - The bidder must provide an itemized bid of the work to be completed and include the maximum cost for the project.

FORM 1 Public Records Law

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Compliance with Public Records Law Form

Upon selection of the award, submittals become "public records" and shall be subject to public disclosure consistent with the Governmental Records Management Act. Those who submit must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your bid package is (are) exempt from the Governmental Records Management Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly. By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify Grand County, County Council, and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

FORM 2 Bid Breakdowns

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

Respondents are asked to use the following format. I, _____ agree to provide Grand County with contract bid according to the following:

\$ _____

Subtotal \$ _____

Total \$ _____

PART III- SELECTION PROCESS.

SELECTION SCHEDULE: Each bid will be reviewed by a selection committee that may include but is not limited to elected officials, County staff members, and invitees of the County. The committee will evaluate the written bids and rank each bid on the considerations noted in RFB. The committee may request the top bidders to attend an interview and provide additional information to the committee. Such a request will be made, in writing, to the organization(s)'s designee, as listed in the bids.

AREAS OF CONSIDERATION IN THE SELECTION PROCESS: The selection of the successful bidder will be based upon the following criteria:

- § Compliance with and information provided in the RFB.
- § The company's recent experience with providing services of similar size and scope and the satisfaction of previous client(s).
- § Licenses and bonds required to perform work within the state of Utah.
- § Demonstrated attention to detail.
- § Cost of service.
- § The number of facilities that a respondent submits bids on.
- § All other criteria deemed pertinent by the committee in review of the bids.

- § The company employing a licensed electrician
- § Business licenses and professional licenses required to perform work within the State of Utah
- § Demonstrated ability to meet construction project deadlines on past projects
- § Demonstrated ability to establish an effective working relationship with past clients
- § Demonstrated workmanship on past projects
- § Determination of meeting all the requirements contained in Part IV- Requirements/Standards Governing RFB and Part V- Contract
- § All other criteria deemed pertinent by the committee in review of the bids

The County will endeavor to negotiate a contract with the successful bidder. In the event that a mutually agreeable contract cannot be negotiated with other the first bidder, it is anticipated that negotiations will begin with the next highest rated bidder and so on until a mutually agreeable contract can be negotiated.

PART IV- REQUIREMENTS/STANDARDS GOVERNING RFB.

SCOPE: The following terms and conditions, including in Part IV- Requirements/Standards Governing RFB shall govern the submission of bids. Any conflict with the terms and conditions contained in Part IV- Requirements/Standards Governing RFB and Part V Contract shall be controlled by the stricter term or condition. The County reserves the right to reject any bid, which takes exception to the terms or conditions in Part IV or Part V of this document.

COMPLETING BID: Bids must be submitted with the required forms herein and all forms must be completed in accordance with the instructions. Any and all corrections and/or erasures must be initialed and dated by the respondent. Each bid must be manually signed in ink by an authorized respondent and all required information must be provided. Each respondent may submit only one (1) bid. The contents of the bid submitted by the successful respondent will become part of any contract awarded as a result of this request.

CONFIDENTIALITY OF BID INFORMATION: Each bid must be securely sealed to provide confidentiality of the bid information prior to the bid opening. The submitted bid envelope must be prominently marked in the lower left hand corner "REQUEST FOR BID and PROJECT TITLE" along with the bid submission date and time. Failure to mark bid envelopes as required is cause for bid rejection as the County may not consider bids improperly marked that are inadvertently opened as routine correspondence prior to the time and date set for the bid submission.

All bids become public information after the bid opening and are available for inspection by the general public in accordance with the Government Records Management Act.

REQUEST FOR INFORMATION: Any request for clarification or additional information deemed necessary by any respondent to present a proper bid shall be submitted in writing to Grand County, 125 E. Center Street Moab, UT 84532. To be considered, any such request must be received in time to allow for the County sufficient time to prepare and disseminate a written response. When appropriate valid requests received in accordance with the foregoing will be responded to in writing from the County in the form of an addendum addressed to all prospective respondents.

ADDENDUM: All changes in connection with this request for bids will be issued by the County's in the form of a written addendum. Signed acknowledgment of receipt of each addendum should be submitted with the bids response.

TAX EXEMPT: Grand County is exempt from federal and state taxes. DO NOT include taxes in the bid.

CONDITIONAL BIDS: Conditional bids are subject to rejection in whole, or in part, at the sole discretion of Grand County.

LATE BIDS AND MODIFICATIONS OR WITHDRAWALS: Bids received after the date and time indicated on the cover sheet shall not be considered and shall be returned (unopened if sealed) if the respondent is identified on the bid envelope. Bids may be withdrawn or modified in writing prior to the bid submission deadline. Bids that are resubmitted or modified must be sealed and submitted to the County prior to the bid submission deadline. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted.

BIDS BINDING: All bids submitted shall be binding upon the respondent if accepted by Grand County within ninety (90) calendar days of the bid submission date. Negligence upon the part of the respondent in preparing the bid confers no right of withdrawal after the time fixed for the submission of bids.

NEGOTIATION: The County reserves the right to negotiate any and all elements of this bid.

TIME LIMIT TO EXECUTE CONTRACT: The respondent must successfully execute a contract within the specified time after the County's notification to enter into contract. If the respondent fails to execute a contract within the required time, award to that respondent may be withdrawn and award made to the next highest rated respondent.

CODES AND REGULATIONS: All deliverables and work within the scope of this request shall be completed by the respondent in conformance with all applicable codes and regulations.

SAFETY: All practices and goods furnished as a result of this request shall comply with the federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environment codes.

NON-LIABILITY: The respondent shall not be liable for delay or failure to deliver services when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in Grand County's opinion, is beyond the control of the respondent. Under such circumstances, however, Grand County may cancel the contract if such action is deemed to be in the best interest of the County.

ASSIGNMENT OF CONTRACTUAL RIGHTS: Successful respondent shall not assign, transfer, convey or otherwise dispose of any contractual rights derived from this quotation request or its right, title or interest in or to the same, or any part thereof, without the previous written consent of Grand County.

INVOICE: Invoices shall be prepared and submitted in duplicate to Grand County Clerk Auditor's Office, 125 E. Center Street Moab, UT 84532.

COLLUSIVE BIDS: The respondent certifies, by submission of a bid, that their bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same products or services with prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. Any evidence of collusion among respondents and prospective respondents acting to illegally restrain freedom of competition by agreement to offer a fixed price, or otherwise, will render the bids of such respondent void.

CONFLICT OF INTEREST: The award hereunder is subject to provisions of Utah State Statutes and Grand County ordinances and policies. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of Grand County, Utah. Further, all respondents must disclose the name of any Grand County employee who owns, directly or indirectly, any interest in the respondent's firm or any of its branches.

No person involved in making the award decisions may have personal investments in any business entity that will create a substantial conflict between their private interests and their public duties. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use of benefit of any other person or organization from any person or organization interested in selling to the County.

DISCLAIMER OF LIABILITY: Grand County or any of its agencies will not hold harmless or indemnify any respondent for any liability whatsoever.

HOLD HARMLESS: The respondent agrees to protect, defend, indemnify, and hold the Grand County, and its officers, council members, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission, or negligent act of the respondent, its agents, employees or representatives, in the performance of the respondent duties under any agreement resulting from award of this bid. The respondent further shall agree to investigate, handle, respond to, provide defenses for and defend any such claims, etc., even if such claim is groundless, false or fraudulent.

ANTI-DISCRIMINATION CLAUSE: No respondent on this bid request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of Grand County's, Clerk Auditor's Office. Therefore, it is necessary that any and all information presented is accurate and will be that by which the respondent will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail. If there is a discrepancy between the estimated quantities of work in a contract and actual quantities, the estimated quantities shall prevail.

PUBLIC RECORD: Grand County is governed by the Governmental Record Management Act (except from exemptions allowed by state law). Information or data pertinent to the respondent's bid and of a confidential nature must be bound and placed in a separate sealed envelope and included with each copy of the respondent's bid. Grand County requests that a minimum amount of confidential material be used by the respondent in preparing responses to the bid. Materials consisting merely of general descriptive information will not be considered confidential under any circumstances.

SUBSTITUTIONS: No substitutions will be accepted for goods proposed after award, without the prior approval of Grand County. Any substitutions allowed will be supplied at no more than the contract bid prices.

DISCOUNTS: Any and all discounts must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award or awards.

INCURRED EXPENSES: This bid does not commit Grand County to make an award, nor shall the County be responsible for any cost or expenses which may be incurred by any respondent in preparing and submitting any offer, or expenses incurred by any respondent prior to the execution of a purchase order or contract agreement.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement. All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the County's needs.

LOCAL VENDORS.: Where practical and reasonable, and within the scope of this article, Utah products and local vendors shall be given preference. Specifically, County Departments are encouraged to determine whether or not local merchants can meet prices quoted by out-of-county vendors. The purchasing agent is not required to purchase goods at the lowest price if there is an offsetting or added expense for travel, shipping, or other inconvenience associated with an out-of-County purchase.

NO WAIVER OF FUTURE RIGHTS: No provision in this document or in the respondent's bid shall be construed, expressly or by implication, as a waiver by Grand County of any existent or future right and/or remedy available by law in the event of any claim or default or breach of contract.

BOND AMOUNTS: Upon the award of all construction contracts, the following bonds or security shall be delivered to the County: (a) A performance bond in an amount equal to 100% of the contract price; or (b) A payment bond in an amount equal to 100% of the contract price to serve as protection of all persons or companies supplying labor and/or material to the contractor or its subcontractors for the performance of the contract.

RFB DISCLAIMER: Grand County reserves the right to disqualify incomplete bids, waive minor defects, as it deems applicable, in the written bids, to request additional information from any respondent, change or modify the scope of the project at any time, without any penalty, negotiate terms with one or more of the respondents, reject any or all bids, without a penalty, and take any steps necessary to act in the County's best interest. The County also reserves the unilateral right to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work.

SUSPENSION & TERMINATION: Through written notification the County may order an immediate suspension of work with or without cause. The contract may be terminated in accordance to the provision contained in the contract.

PART V- CONTRACT

The successful bidder will be required to sign the attached contract approved by the County Council. This respondent's bid along with this RFB will be attached to the contract as an Exhibit "A".

AGREEMENTS FOR INDEPENDENT CONTRACTORS

1. GENERAL. Grand County duly organized and existing under the laws of the State of Utah, with its primary place of business located at 125 E. Center Street, Moab UT 84532, Utah (hereinafter referred to as County) and _____, license number _____ (hereinafter referred to as Contractor) located at _____ herewith enter into this agreement for services, effective upon this date: _____.

2. RECITALS. The parties recite and declare:
 - A. Contractor is willing to provide services to County, and County is willing to accept services from and compensate Contractor for said services subject to the terms, covenants and conditions set forth in this agreement.

 - B. For the reasons set forth above, and in consideration of the mutual promises and agreements set forth in this agreement, County and Contractor agree as follows:

3. SERVICES.
 - A. Contractor herewith agrees to perform the services as described in the Scope of Work (Exhibit "A"):
 - (1) _____
 - (2) _____
 - (3) _____
 - (4) _____
 - (5) _____

 - B. Contractor shall be responsible to ensure that the services set forth above are performed in a timely manner as established in this agreement.

 - C. Contractor shall perform such duties as specified by this agreement and that are customarily performed during the course of performing the above noted services.

4. BEST EFFORT OF CONTRACTOR. Contractor agrees that they will at all times faithfully, industriously, and to the best of their ability, experience, and talents, perform all of the duties that may be associated with the services set forth above and shall perform said services to the reasonable satisfaction of County.

5. TERM OF AGREEMENT. This agreement shall be in effect beginning _____ and ending on, or at any time before, _____.

6. TERMINATION OF AGREEMENT. This agreement shall expire on or before _____. In addition, either party shall have the right to terminate this agreement without cause by providing thirty (30) days written notice to the other party. Either party immediately may terminate this agreement for cause by providing written notice stating the legal grounds for termination of the agreement.

7. COMPENSATION OF CONTRACTOR. County shall pay Contractor, and Contractor shall accept from County, in full payment for Contractor's services under this agreement, \$_____. The County shall pay for services rendered as set forth in Exhibit A upon their completion.
8. RETURN OF EQUIPMENT ON TERMINATION OF SERVICES. On termination of this agreement by either party, or at the termination of Contractor, all County property in the possession of Contractor shall be promptly returned to County by Contractor.
9. CONTRACTOR INDEPENDENCE. Contractor is an independent contractor with respect to all services performed under this Contract. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Contract. Contractor shall defend, indemnify and save harmless the County from any claims or liability for such contributions or taxes. Nothing contained in this Contract nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
10. HOLD HARMLESS/INDEMNIFICATION. Contractor herewith agrees to indemnify and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees, or any person or persons.
11. NO AGREEMENTS OUTSIDE OF AGREEMENT. This agreement contains the complete agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery of this agreement except such representations as are specifically set forth in this agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this agreement. The parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other.

The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledge that any agreement between the Contractor and Subcontractor is not binding on Grand County.

12. MODIFICATION OF AGREEMENT. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
13. DISPUTES. Should any disputes arise with respect to this Contract, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

14. CHOICE OF LAW. It is the intention of the parties to this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County.
15. NO WAIVER. The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
16. SEVERABILITY. The invalidity of any portion of this agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.
17. LIABILITY AND WORKERS COMPENSATION INSURANCE. Contractor warrants that Contractor has obtained and will maintain liability insurance sufficient to support Contractor's duty to indemnify, described in this agreement. Contractor further warrants that contractor has obtained and will maintain workers compensation insurance as may be required by State law. Evidence of such insurance are attached as Exhibit "B".
18. UNDERSTANDING AND EFFECT OF AGREEMENT.
 - A. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into agreement.
 - B. Parties warrant that they enter into this agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
 - C. And, Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.
19. PARAGRAPH HEADINGS. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.
20. ATTORNEY'S FEES AND COSTS. In the event of breach of this agreement, the non-breaching party shall recover the attorney's fees and court costs that result from action or lawsuit brought to remedy the breach.
21. CONTRACTOR'S, SUBCONTRACTOR'S, AGENTS AND THEIR EMPLOYEES. It is acknowledged that Contractor's, Subcontractor's, Agent's and their employees engaged in the work performed under this Agreement are not employees or representative of Grand County. All contracted employees engaged in work on County premise shall be at least 18 years of age. The County reserves the right to remove Contractor or Subcontractors' employees engaged in work on County property. Typically, the removal of Contractor's employees from County property will be associated with issues surrounding drug, alcohol, theft, or confrontation.

22. **DUTY OF NOTIFICATION.** Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the County, immediately. Upon learning of the actions herein identified the County reserves the right, at their sole discretion, to either cancel the Contract or reaffirm the Contract.
23. **PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS:** Contractor shall be in possession of all professional licenses required to perform work prior to the commencement of the work and attached hereto as Exhibit "B". Securing other occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract shall be the sole responsibility of the Contractor. Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work.
24. **WORK & INTELLECTUAL PROPERTY RIGHTS:** The work results and the reports, if any as described in the Scope of Work (Exhibit "A") shall be considered confidential and proprietary and owned by the County, Contractor shall not release any such reports or work without prior written consent of the County. All inventions and copyrightable works that Contractor is obligated to disclose shall be, and remain, entirely the property of the County. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of the County. Contractor hereby assigns to the County any rights it may have in such copyrightable works. Contractor shall cooperate with County in obtaining any copyrights or patents.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

_____	_____	_____
Contractor's Signature	Printed Name of Contractor	Date
_____	_____	_____
County Signature	Printed Name of County Rep.	Date
_____	_____	
Clerk Auditor	Date	

Contact Information

Contractor's Contact Information

Name: _____
 Title: _____
 Address: _____

 Phone: (____) _____
 Fax: (____) _____
 Email _____

County's Assigned Project Manager

Name: _____
 Title: _____
 Address: _____
 _____, Moab UT 84532
 Phone: (____) _____
 Fax: (____) _____
 Email _____

Exhibit "A"
Scope of Work

Contractor herewith agrees to perform the services as set forth in this Exhibit

Exhibit "B"
Professional License(s) and Insurance

Contractor shall be in possession of all professional licenses required to perform work and insurances prior to the commencement of the work and are attached in this Exhibit.

