

CONTRACT AGREEMENT

1. INTRODUCTION

This Agreement, made this _____ day of April, 2020 by and between EMERY COUNTY, hereinafter "County," as the Owner of the San Rafael Energy Research Center, hereinafter "Property" and SCOTT MONTGOMERY DBA CT ELECTRIC, hereinafter "Contractor."

THE COUNTY AND THE CONTRACTOR HEREBY AGREE AS FOLLOWS:

The Contractor agrees to maintain, troubleshoot, and operate the Coal Combustion Analyzer and the upgrade of all work at the San Rafael Energy Research Center which includes coal combustion and the nuclear center component.

2. COMPENSATION/CONSIDERATION

Subject to the terms and conditions of the contract documents, Contractor shall furnish all mechanical and electrical work in a good and workmanlike manner to the satisfaction of the County. County will furnish all major materials and invoices will be paid by County directly to the manufacturer. If the performance of this Contract involves the services of others or the furnishing of equipment, minor supplies, or minor materials, the County agrees to pay for the same in full. County agrees to pay Contractor for the performance of the work, for himself and one assistant if needed, TWELVE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$12,250.00) per month.

3. TERM OF CONTRACT

Contractor will start work promptly and continue to work diligently. The Contract period is for (____) years from the date of approval of this Contract. The Contractor shall provide a two-year guarantee on all work performed under this Contract after the job has been completed and accepted.

4. EQUIPMENT LEASE

County will lease a truck, welder and miscellaneous welding tools under a separate agreement.

5. INSURANCE

Contractor shall meet the following insurance requirements: General Liability of \$1,000,000.00 for each occurrence with no less than \$1,000,000.00 annual aggregate for Bodily Injury and Property Damage. Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future County comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contractor that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract.

6. RESPONSIBILITY OF CONTRACTOR

Contractor will furnish all labor in conformance with generally accepted standards for quality, skill and construction of similar projects, in a workmanlike manner, the work as designated, described and required by this Contract Agreement and the Request for Proposal all of which are incorporated into this Contract Agreement and which become terms of this Contract Agreement as fully a part thereof.

7. SUBCONTRACTORS, ASSOCIATES AND OTHER CONTRACTORS

Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the County. The Contractor shall obtain the County's written consent before making any substitution of these subcontractors, associates or other contractors.

The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the contract documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the County and the Contractor's subcontractors, outside associates and other contractors.

8. DEFENSE OF SUITS

In case any action at law or suit in equity is brought against the County, or any of their officers, agents, or funding agencies alleging the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for any injury or damage caused by the negligence or alleged negligence of the Contractor or its employees or agents, the Contractor shall indemnify, defend, and save harmless County, and its officers, agents, or funding agencies, of and from all losses, costs, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as aforesaid.

9. INDEPENDENT CONTRACTOR

In the performance of the Contractor's obligations under this Contract, it is understood, acknowledged and agreed between the parties that the Contractor is at all times acting and performing as an independent contractor. The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not County employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or

any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature.

10. TERMINATION

This Agreement may be terminated upon thirty (30) days written notice by either party hereto.

11. SEVERABILITY

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

This Agreement shall be binding upon all parties hereto and respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this Agreement on the date above written.

CONTRACTOR
SCOTT MONTGOMERY dba CT ELECTRIC

By _____

EMERY COUNTY COMMISSION

By _____
Lynn Sitterud, Chairman

ATTEST:

Brenda Tuttle, Clerk/Auditor