

STANDARD SERVICE PROVIDER CONTRACT

This standard service provider contract is between San Juan County, a political subdivision of the State of Utah, and the following person or entity (the "Service Provider"):

Service Provider:	Davis Construction Solutions	Contact Phone Number:	435-459-0791
Contact Person:	Colby Davis	Contact Email Address:	cdavis.utah@gmail.com
Address:	296 N 600 W Blanding, UT 84511	Type of Service:	Building Construction, General Contractor

San Juan County desires to obtain the services of a professional and competent service provider to provide the contractual services under this contract.

The Service Provider, who has represented to San Juan County that it is a competent and experienced service provider, desires to provide the contractual services under this contract.

The parties therefore agree as follows:

- 1. Scope of Services.** The Service Provider agrees as follows:
 - A. Service Provider shall provide full services required for construction of a new Scale House and Landfill Office Building (see attachment A).

- 2. Compensation.**
 - A. Upon the Service Provider's completion of its duties under section 1 of this contract, San Juan County will pay the Service Provider \$259,856.00.
 - B. San Juan County shall mail its payment to the Service Provider within 30 days after the Service Provider completes its duties under section 1 of this contract, unless the parties agree, in writing, to alternative payment arrangements.
 - C. Service Provider shall disclose its tax identification or Social Security number to San Juan County before a check or payment will be made by San Juan County to Service Provider.
 - D. If this contract is terminated early, San Juan County will pay the Service Provider for the duties completed under section 1 of this contract through the date of early termination.
 - E. The Service Provider is responsible for any taxes, contributions, assessments, or fees, which arise from payments made by San Juan County to the Service Provider.
 - F. The Service Provider is responsible for paying all subcontractors, material providers, jobbers, or any other person who or entity that provides materials, services, equipment, utilities or otherwise at the request of Service Provider and in connection with or relating to this contract.

- 3. Effectiveness, Date, and Termination.** This contract will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature). This contract will terminate on March 30th, 2025 at 11:59 p.m.

- 4. Early Termination.**
 - A. San Juan County may terminate this contract if annual appropriations, as part of San Juan County's annual public budgeting process, are not made or are insufficient to pay the Service Provider. This termination will be effective at the time that San Juan County's notice is effective under section 8.
 - B. San Juan County may terminate this contract due to its dissatisfaction with the Service Provider's services, which termination will be effective at midnight on the fifth day after San Juan County's notice is effective under section 8.
 - C. San Juan County may terminate this contract for any reason, which termination will be effective at midnight on the 30th day after San Juan County's notice is effective under section 8.
 - D. San Juan County may terminate this contract, which termination will be effective at the time San Juan County's notice is effective under section 8, if:
 - (1) The Service Provider engages in or permits any unlawful or disruptive conduct or any activity not permitted by law, regulation, ordinance, this contract, and/or the policies of San Juan County; and
 - (2) The Service Provider fails to immediately cease such conduct or activity after notification by law enforcement, San Juan County, or otherwise.
 - E. Either party may terminate this contract after a material breach of this contract by the other party, which termination will be effective after the notice is effective under section 8.

5. Warranties.

- A. The Service Provider warrants to San Juan County that:
- (1) All materials and equipment furnished under this contract shall be:
 - (a) New;
 - (b) Under manufacturer's warranty;
 - (c) Of reasonable quality; and
 - (d) Free from faults and defects; and
 - (2) All services performed under this contract shall:
 - (a) Be of reasonable quality;
 - (b) Conform with reasonable professional standards; and
 - (c) Conform to codes, regulations, and laws.
 - (d) Materials, Plans, Artwork, Drawings, Brochures, Maps, and Documents produced under this contract will be owned by San Juan County upon completion. San Juan County may use these items in future projects or opportunities as the County needs arise without written consent or authorization from any other party.
- B. Service Provider shall correct or replace any materials or equipment that do not satisfy subsections 5.A.(1)(a)-(d) within 30 days after San Juan County's notice is effective under section 8.
- C. Service Provider shall correct any services performed that do not satisfy subsections 5.A.(2)(a)-(c) within 30 days after San Juan County's notice is effective under section 8.
- D. The parties acknowledge that the warranties set forth in Title 70A, Chapter 2, Part 3, Utah Code Annotated, apply to this contract.
- E. The Service Provider shall assign and deliver to San Juan County all manufacturers' warranties relating to the materials and equipment furnished under this contract as soon as reasonably possible, but in no event later than 10 days after this contract terminates.

6. Insurance. The Service Provider shall maintain for the duration of this contract and for six years after the termination of this contract, the following types of insurance:

- A. A valid occurrence form commercial general liability insurance policy, which covers contractual liability and contractual agreements, with minimum limits as follows:
- (1) Each occurrence - \$1,000,000.00;
 - (2) Damage to Rented Premises - \$300,000.00;
 - (3) Medical Exp. (Any one person) - \$5,000.00;
 - (4) Personal and Adv. Injury - \$2,000,000.00;
 - (5) General aggregate - \$2,000,000.00; and
 - (6) Products – Comp/Op aggregate - \$2,000,000.00;
- B. A valid automobile liability insurance policy that satisfies the minimum amounts required by Utah law; and
- C. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by Utah law. If any proprietor, partner, executive, officer, member, or other person is excluded from the Workers Compensation and Employers' Liability insurance policy, the Service Provider shall provide San Juan County with the applicable state issued waiver.

For the duration of this contract and for six years after the termination of this contract, San Juan County may request the Service Provider to provide San Juan County with certificates or other records that demonstrate that the Service Provider is in compliance with the insurance requirements set forth in this section (the "Certificates/Records"). If the Service Provider fails to provide San Juan County with the requested Certificates/Records within three business days of San Juan County's request, San Juan County may immediately terminate this contract. If the Service Provider fails to have the insurances required by this contract, San Juan County may immediately terminate this contract.

7. Indemnification. With respect to any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding ("Proceeding") against San Juan County, San Juan County's officers, employees, agents, consultants, advisors, and other representatives, and each of their heirs, executors, successors, and assignees ("San Juan County Indemnitees") that arises out of this contract or the acts or omissions of Service Provider (each, a "Claim"), Service Provider shall, for the duration of this contract and for a period of six years after the termination of this contract, indemnify those San Juan County Indemnitees against any amount awarded in, or paid in settlement of any Proceeding, including interest ("Loss") and any out-of-pocket expense incurred in defending a Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements ("Litigation Expense") (Loss and Litigation Expense means "Indemnifiable Losses") arising out of that Proceeding, except to the extent that San Juan County negligently or intentionally caused those Indemnifiable Losses.

- 8. Notices.** All notices must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, on the next business day if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the parties shall be:

<u>San Juan County</u>		<u>Service Provider</u>
San Juan County Attn: PO Box 9 Monticello, UT 84535	<u>With a copy to:</u> San Juan County Attn: Attorney's Office PO Box 9 Monticello, UT 84535	Davis Construction Solutions 296 N 600 W Blanding, UT 84511

- 9. Independent Contractor.** The Service Provider shall perform this contract as an independent contractor. The Service Provider acknowledges that it and its representatives are not employees of San Juan County, and, thus, have no right to and shall not be provided with any San Juan County benefits.
- 10. Conflict of Terms.** In the event of any conflict between the terms of this contract and any documents referenced in this contract or incorporated into this contract by reference, including exhibits or attachments to this contract, this contract shall control.
- 11. Assignment Restricted.** Except with the prior written consent of the other party, each party shall not transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law:
- A. Any discretion granted under this contract;
 - B. Any right to satisfy a condition under this contract;
 - C. Any remedy under this contract; or
 - D. Any obligation imposed under this contract.
- Any purported transfer in violation of this section will be void.
- 12. Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this contract will be effective unless it is in writing and signed by the party granting the waiver.
- 13. Entire Contract; Amendment.** This contract, including all attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter in this contract. Unless otherwise set forth in this contract, this contract supersedes all other agreements, whether written or oral, between the parties with respect to the subject matter in this contract. No amendment to this contract will be effective unless it is in writing and signed by both parties.
- 14. Governing Law; Exclusive Jurisdiction.** Utah law governs any Proceeding brought by one party against the other party arising out of this contract. If either party brings any Proceedings against the other party arising out of this contract, that party may bring that Proceeding only in a state court located in San Juan County, Utah (for claims that may only be resolved through the federal courts, only in a federal court located in Salt Lake City, Utah), and each party hereby submits to the exclusive jurisdiction of such courts for purposes of any such proceeding.
- 15. Severability.** The parties acknowledge that if a dispute between the parties arises out of this contract or the subject matter of this contract, the parties desire the court to interpret this contract as follows:
- A. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision; and
 - B. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the contract will remain in effect as written.
- 16. Counterparts, Digital Signatures, and Electronically Transmitted Signatures.** If the parties sign this contract in counterparts, each will be deemed an original but all counterparts together will constitute one contract. If the parties digitally sign this contract or electronically transmit signatures by email, such signatures will have the same force and effect as original signatures.

Each party is signing this contract on the date below the party's signature.

<p>SAN JUAN COUNTY</p> <p>By: _____ Bruce Adams, Chair San Juan County Board of County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Lyman Duncan San Juan County Clerk/Auditor</p> <p>Date: _____</p>	<p>DAVIS CONSTRUCTION SOLUTIONS</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Attachment A

Davis Construction Solutions

296 N 600 W
Blanding, Ut 84511
(435)-459-0791
cdavis.utah@gmail.com

October 2, 2023

Mack McDonald
San Juan County Purchasing Agent

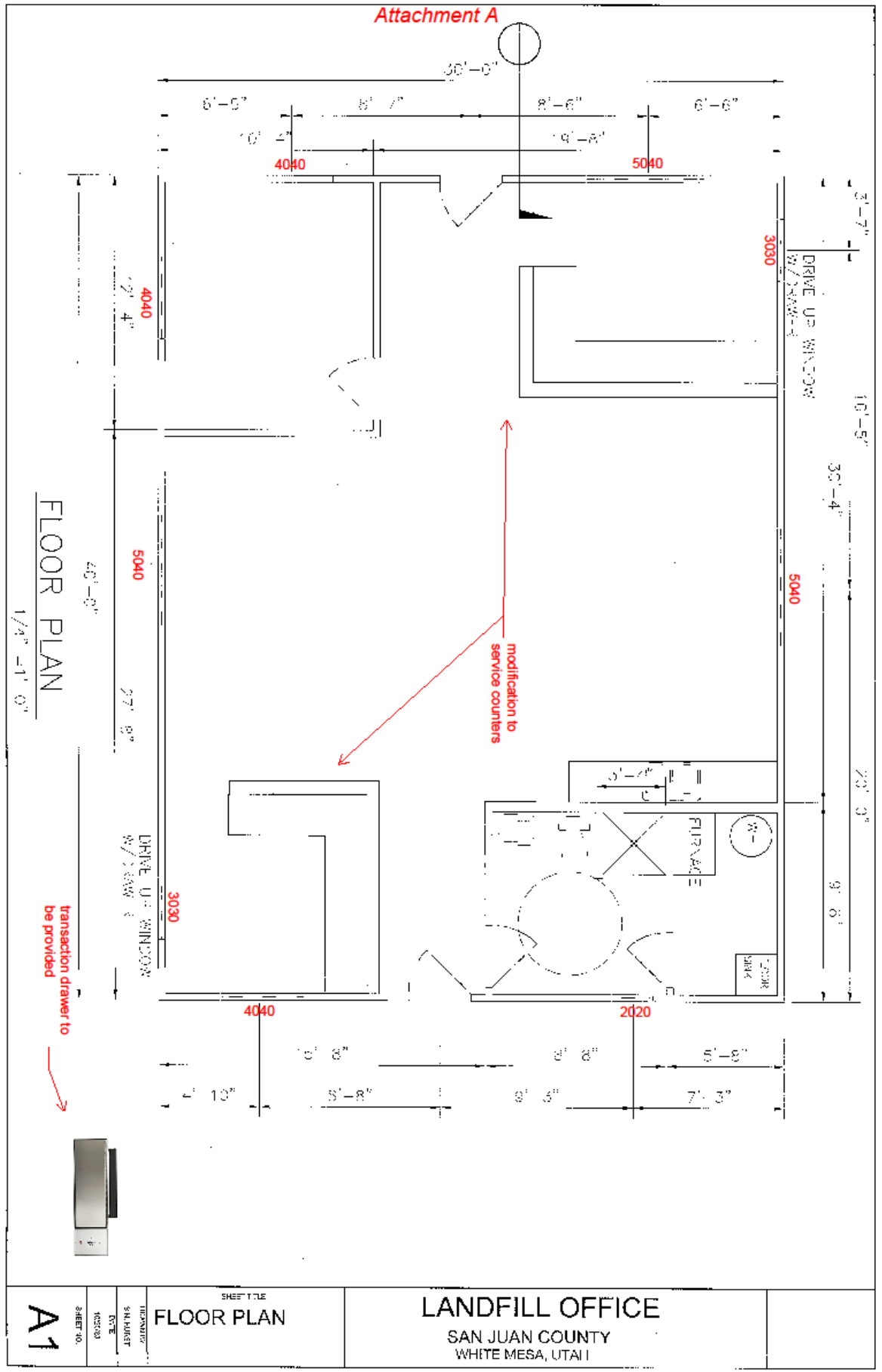
Mr. McDonald,

I appreciate the opportunity to provide a proposal for a new landfill office building. Provided with this letter, I hope to be needed information to help you in deciding the direction to accomplish the desired facility.

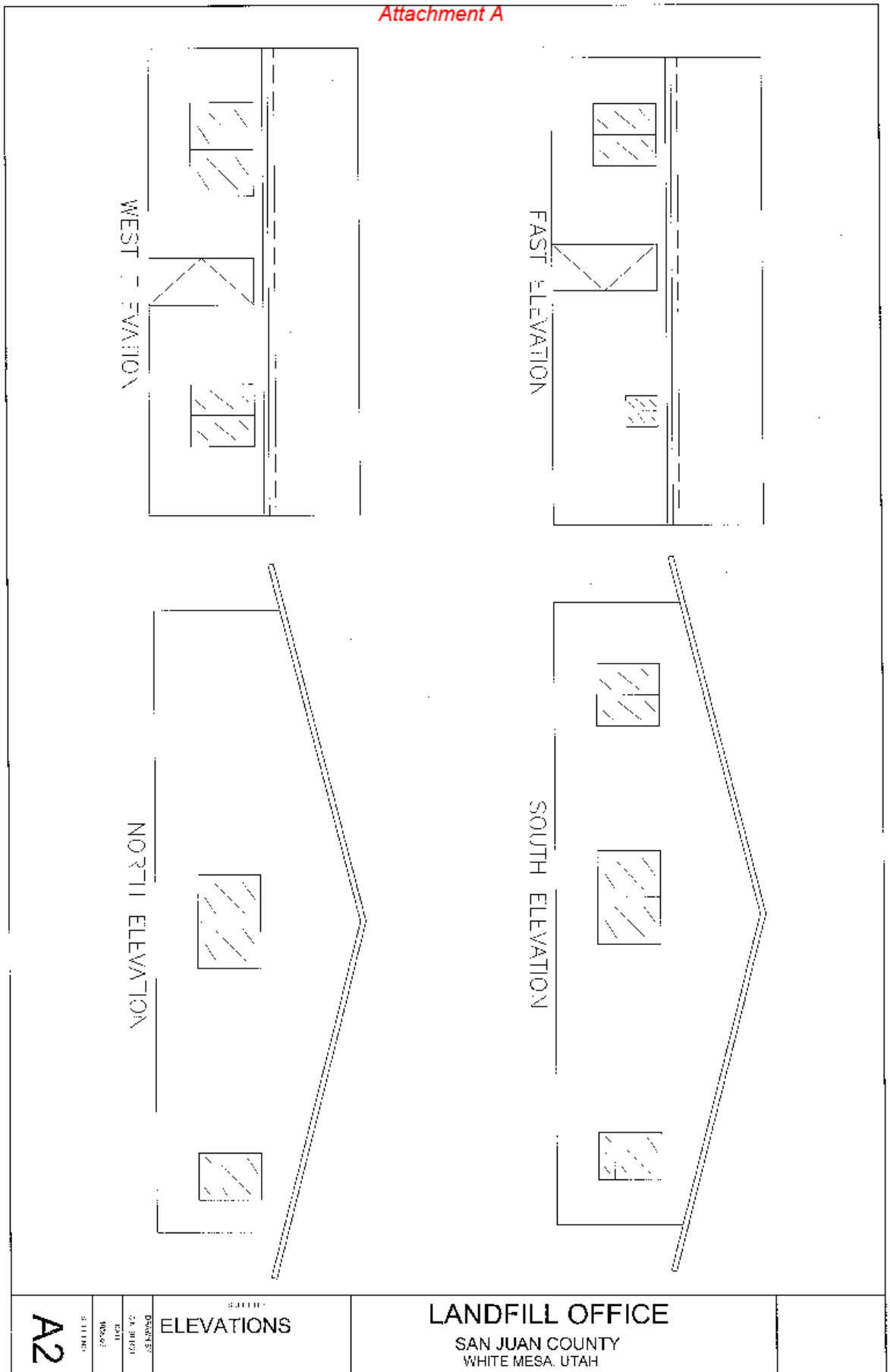
Please let me state that timing is of the essence for my proposal to remain active. I have a perfect window of opportunity for the next several months if selected to do this project. I would need to know by November 16th if the attached proposal is accepted and start work no later than the following week on Nov 22nd. This would allow me to complete the project in a short yet effective manner and maintain other work load schedules previously agreed too. Weather also could affect costs in relation to the project and I hope to avoid it where possible.

Best regards,

Colby Davis



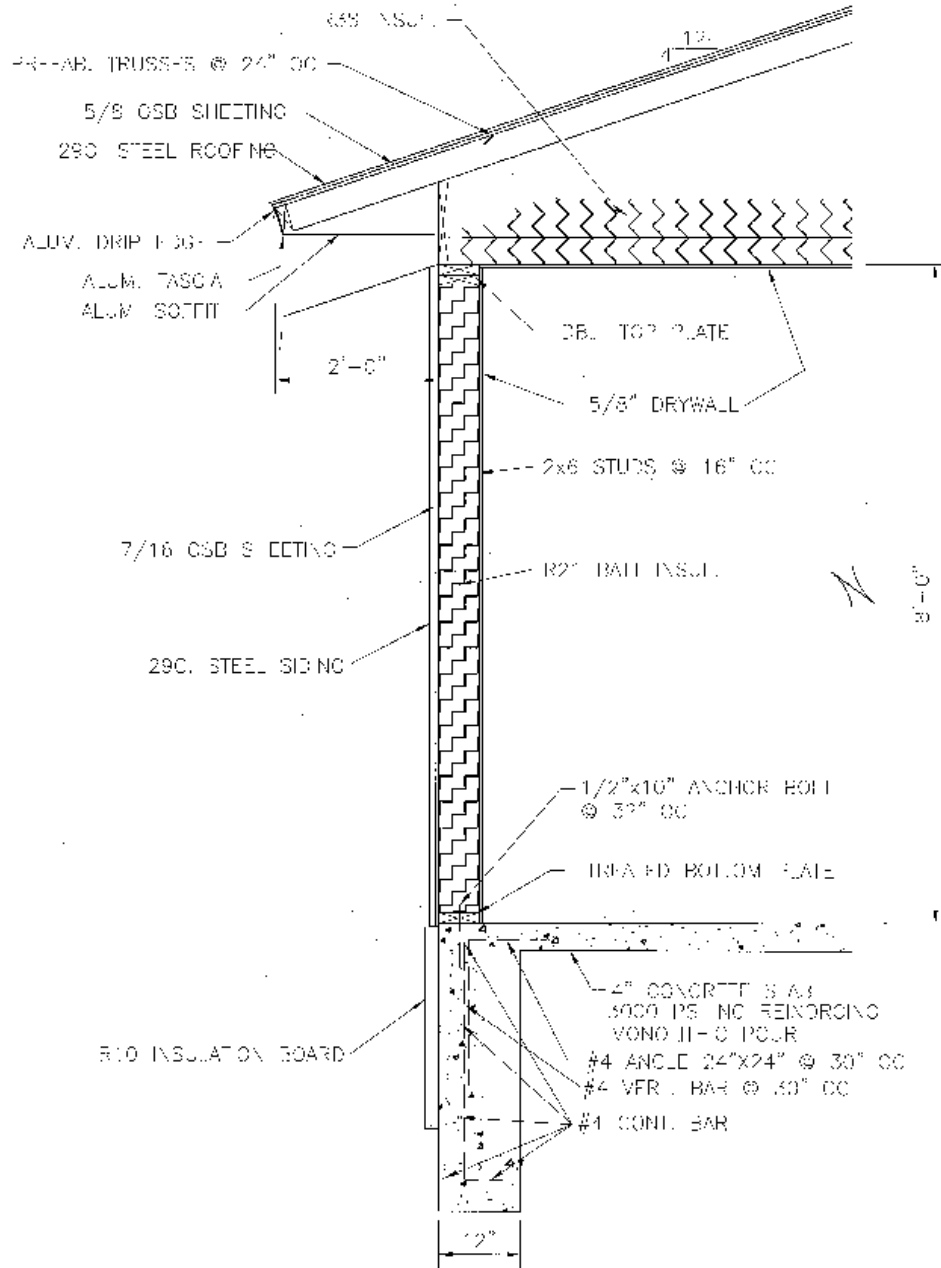
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A2	DATE	02/28/20
	SCALE	AS SHOWN
	PROJECT	LANDFILL OFFICE
	DRAWN BY	CH. BROWN

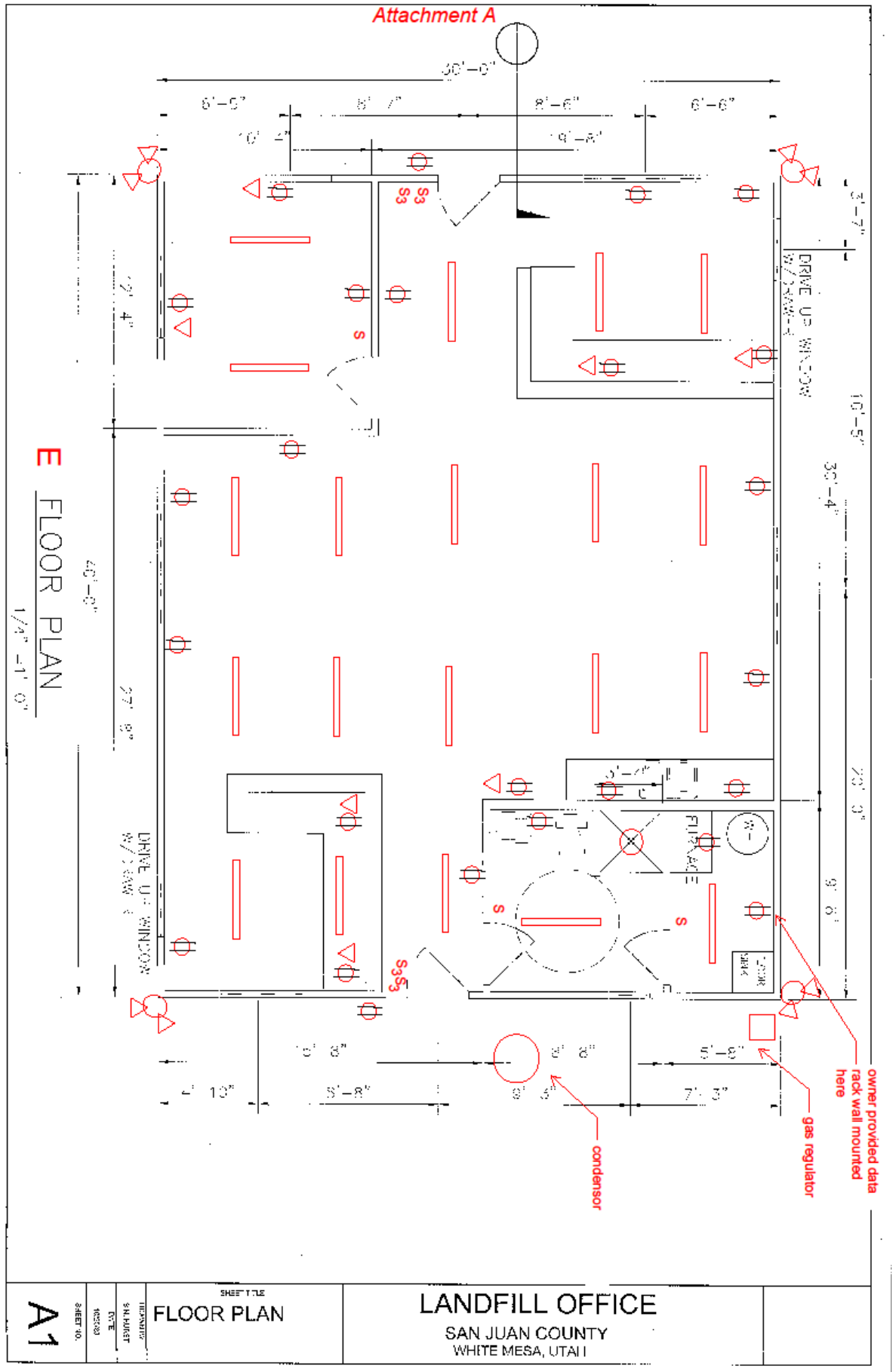
LANDFILL OFFICE
SAN JUAN COUNTY
WHITE MESA, UTAH

Attachment A

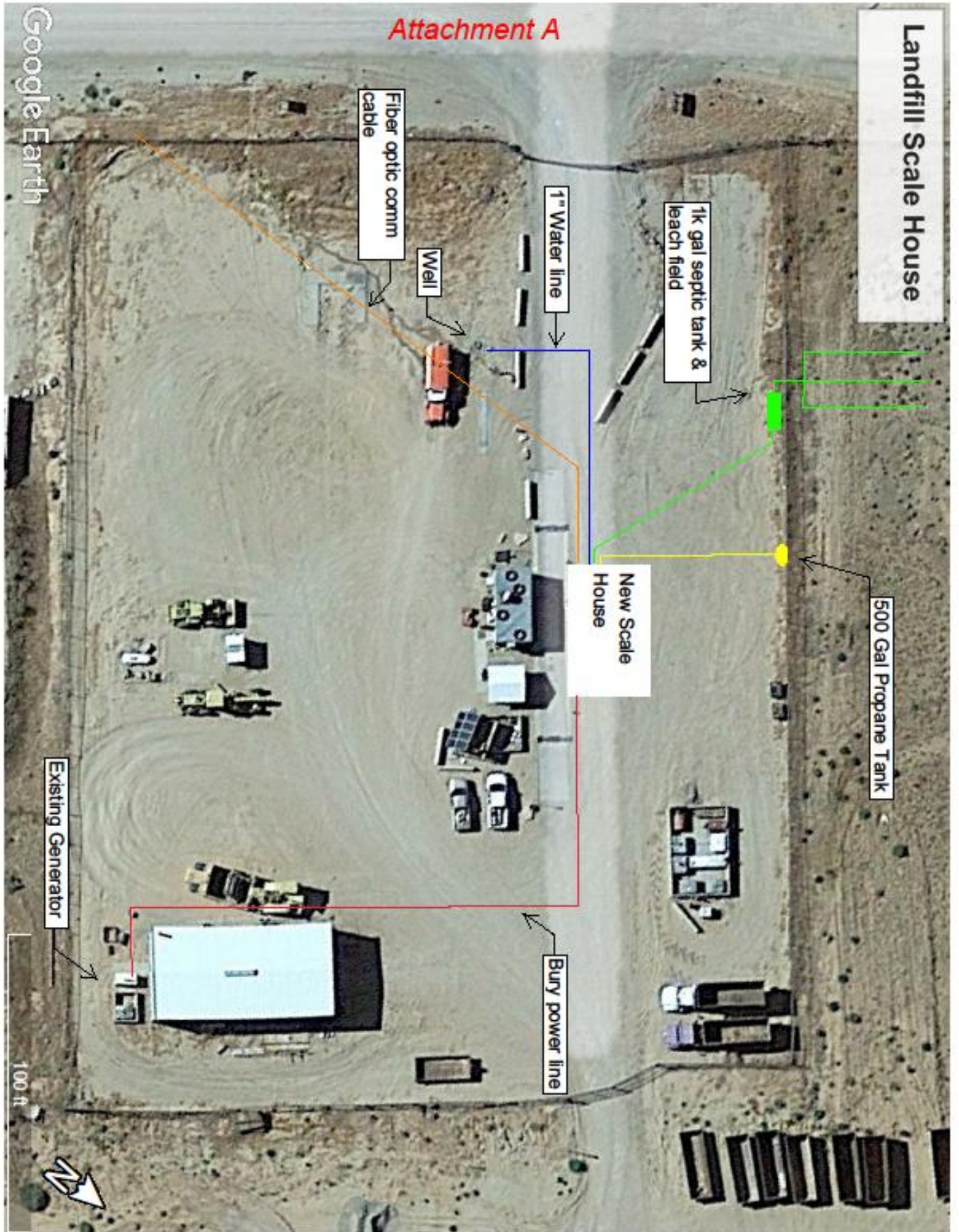


SECTION DETAIL A
3/4" = 1'-0"

S1	SHEETS	COUNT	DATE	BY	CHECKED	APPROVED	SCALE	SHEET TITLE	PROJECT	LOCATION
								BUILDING SECTION	LANDFILL OFFICE	SAN JUAN COUNTY WHITE MESA, UTAH



A1	SHEET NO. 105203	DRAWING SHEET DATE 10/20/20	SHEET TITLE FLOOR PLAN	LANDFILL OFFICE SAN JUAN COUNTY WHITE MESA, UTAH
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Attachment A

Since 1957

Lyle Northern Electric, Inc.

**Industrial / Commercial / Residential / Solar
Electrical Construction**

Colby David

11/1/2023

RE: Landfill office

Dear, Colby

Proposal includes:

Electrical wiring as shown on plans

LNE will provide:

19= 4ft. led strip lights

4= Outdoor flood lights

7= Data locations

1= low volt panel

100-amp sub panel

100-amp disconnect on outside of building

1= Exhaust fan in restroom

All other electrical and hook ups as shown on plans

Not included:

Running electrical power from power source to new building

Total: \$9,500.00

Lyle Northern Electric, Inc. 61 West 300 North, Blanding, UT 84511 | D: 435-678-2415 | F: 435-678-3933

Attachment A

Since 1957

Lyle Northern Electric, Inc.

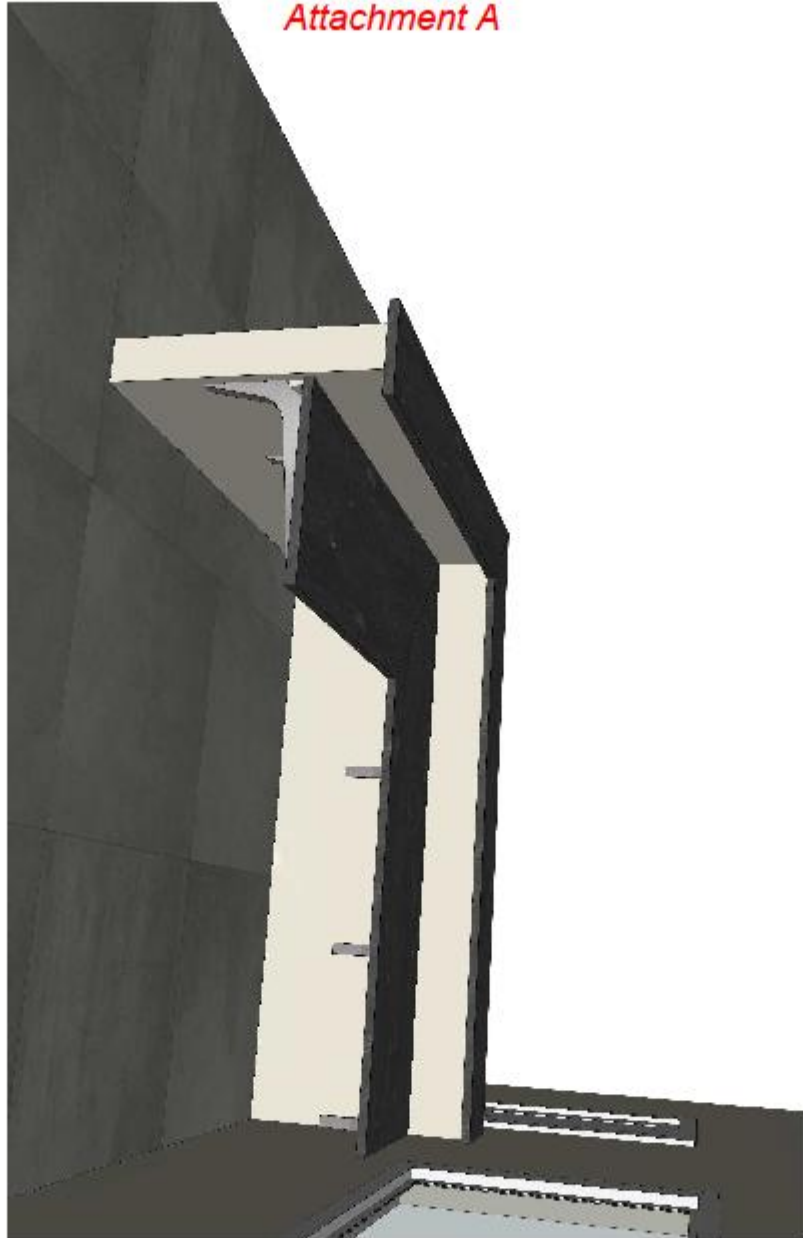
**Industrial / Commercial / Residential / Solar
Electrical Construction**

Sincerely,

David Lee
Vice President
Lyle Northern Electric, Inc.

Lyle Northern Electric, Inc. 61 West 300 North, Blanding, UT 84511 | D: 435-678-2415 | F: 435-678-3933

Attachment A



709North Highway 191
Blanding Utah 84511
taylor.made.wooden@gmail.com
435.678.2523

SJC Landfill Office

Project No: 18-001

Revision: 1.0

Unit: In.

Scale: 3/8" = 1'

Date: 1/10/2023

Sheet No:

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Sheet No:

A8

ESTIMATE

Attachment A

Taylor Made wooden heritage
705 N. HWY 191
Blanding, UT 84511

tayformadewooden@gmail.com



Colby Davis Construction

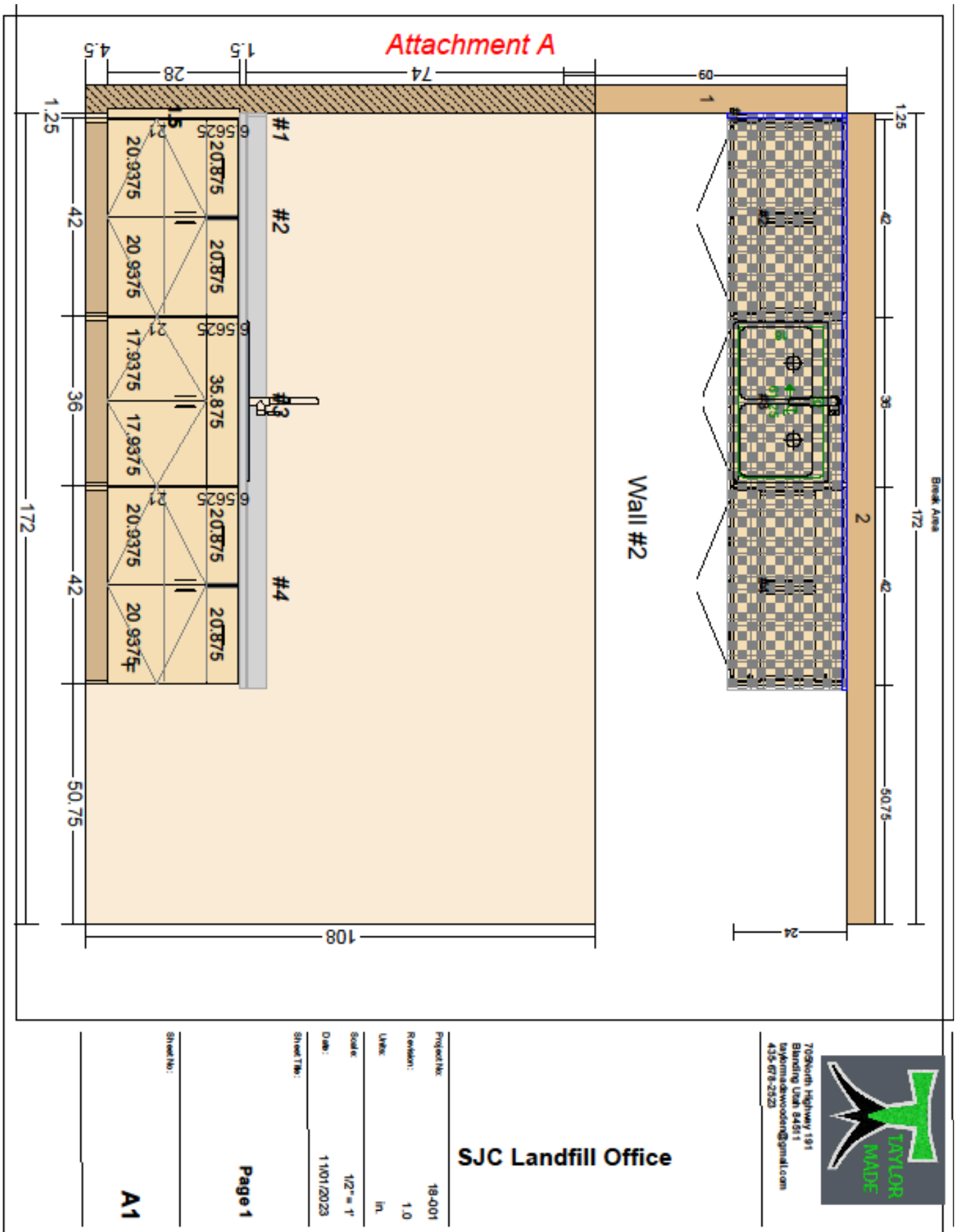
Bill to
Colby Davis Construction

Ship to
Colby Davis Construction

Estimate details

Estimate no.: 1044
Estimate date: 11/01/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Labor Custom grade plastic laminate cabinet: High pressure decorative laminate, flat faces, All 1 mm. Edgebanding. White melamine interiors. 1/2" white melamine drawer boxes, full extension ball bearing slides. 110° opening door hinges. White metal workstation countertop support brackets. Per shop drawings attached.			\$6,500.00	\$6,500.00
2.		Labor Custom grade plastic laminate countertops* High pressure decorative laminate, on 3/4" particle board substrate, total 1.5" thick face with plastic laminate edges and back splash. Per shop drawings attached.			\$7,800.00	\$7,800.00
					Total	\$14,300.00



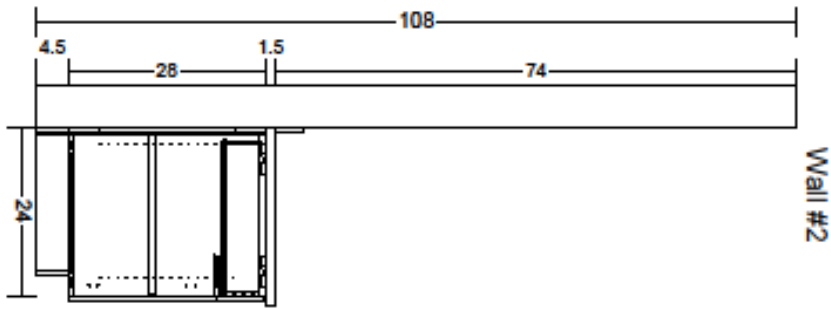
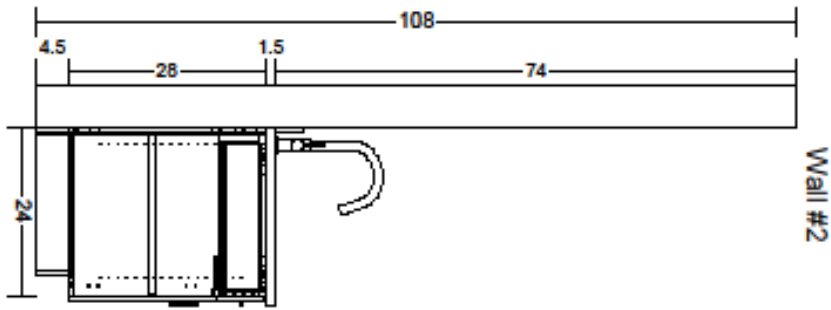
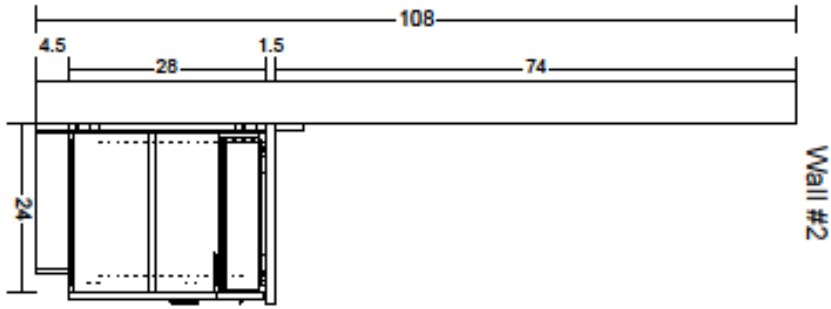
SJC Landfill Office

705 South Highway 191
 Blending Utah 84511
 sylvanmadison@gmail.com
 435-678-2523



Project No: 18-001
 Revision: 1.0
 Units: In.
 Scale: 1/2" = 1'
 Date: 11/01/2023
 Sheet Title: **Page 1**
 Sheet No: **A1**

Attachment A



705 South Highway 191
Blending Utah 84511
evaluatormade@gmail.com
435-678-2523

SJC Landfill Office

Project No: 18-001

Revision: 1.0

Unit: in.

Scale: 1/2" = 1'

Date: 11/01/2023

Sheet Title: Untitled Page

Sheet No: A2

Attachment A



705North Highway 191
Blanding Utah 84511
taylor.made.wooden@gmail.com
435-678-2523

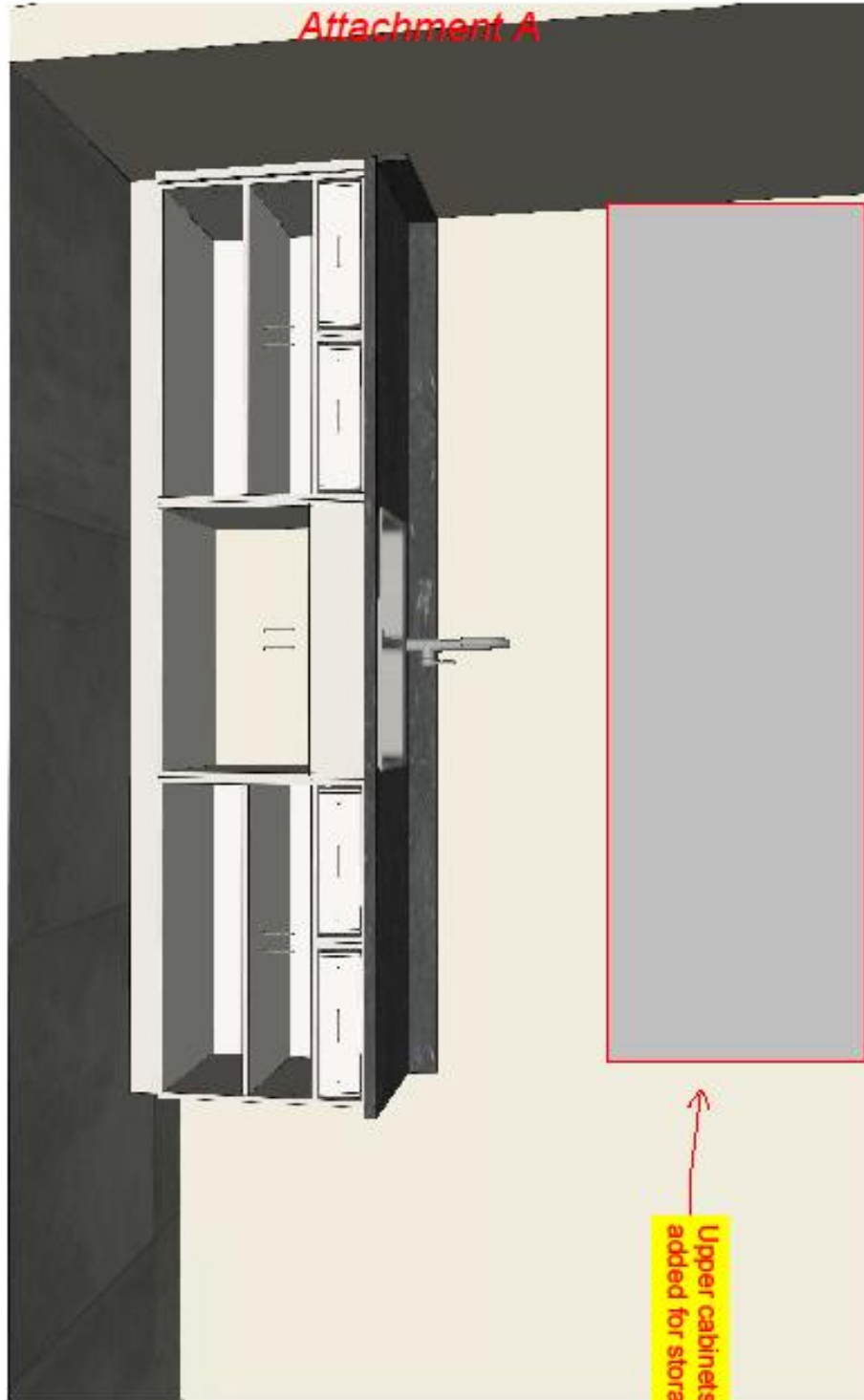
SJC Landfill Office

Project No: 18-001
Revision: 1.0
Units: In.
Scale: 1/2" = 1'
Date: 11/01/2023
Sheet No:

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Sheet No:
A3

Attachment A



Upper cabinets will be added for storage space



705 South Highway 191
 Blending Utah 84111
 taylor.made.wooden@gmail.com
 435-678-2523

SJC Landfill Office

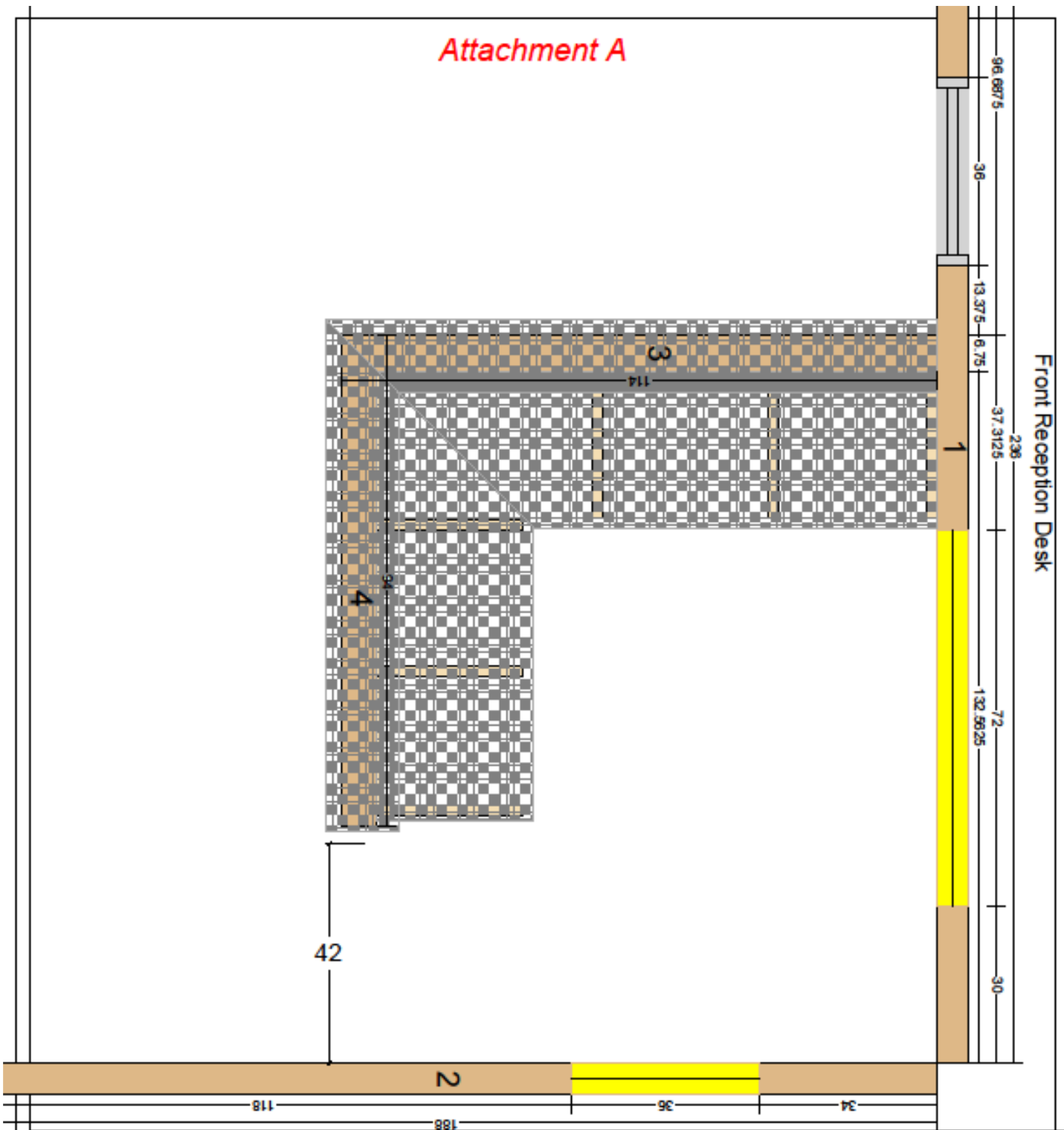
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 Units: ln.
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 Date: 11/01/2023
 Sheet No:

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Sheet No:

A4

Attachment A



709 North Highway 191
 Blanding Utah 84511
 buyformademade@gmail.com
 435-678-2523

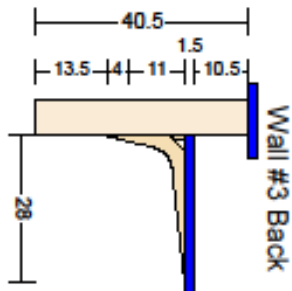
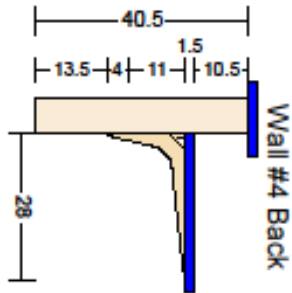
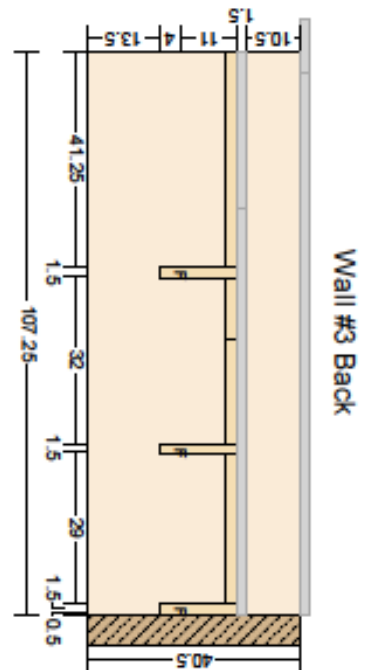
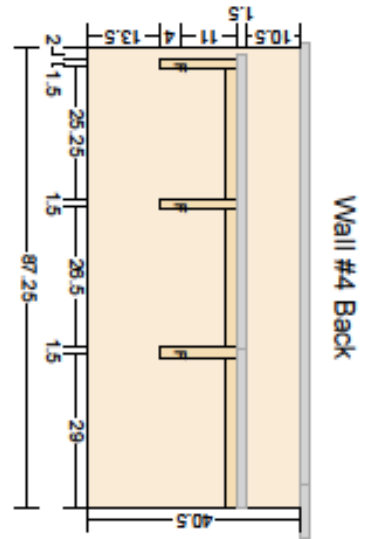
SJC Landfill Office

Project No: 18-001
 Revision: 1.0
 Units: In.
 Scale: 1/2" = 1'
 Date: 11/01/2023
 Sheet Title:

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A5

Attachment A



705North Highway 191
 Blanding, Utah 84511
 brylfordmwooden@gmail.com
 435.678.2523

SJC Landfill Office

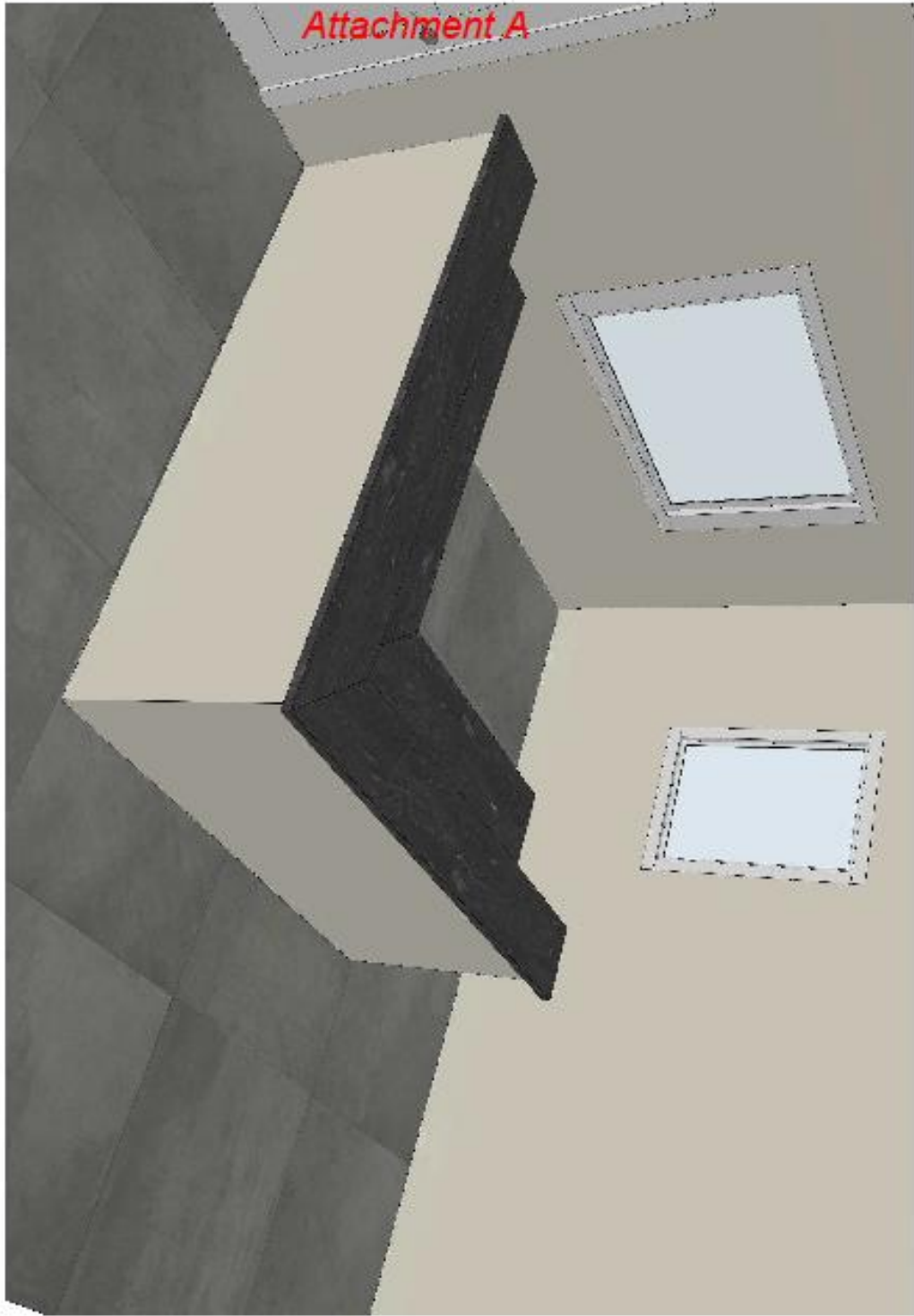
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 Sheet No:

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Sheet No:

A6

Attachment A



705 South Highway 191
Blending Utah 84511
taylor.made.wooden@gmail.com
435-878-2523

SJC Landfill Office

Project No: 18-001

Revision: 1.0

Units: In.

Scale: 3/8" = 1'

Date: 1/10/2023

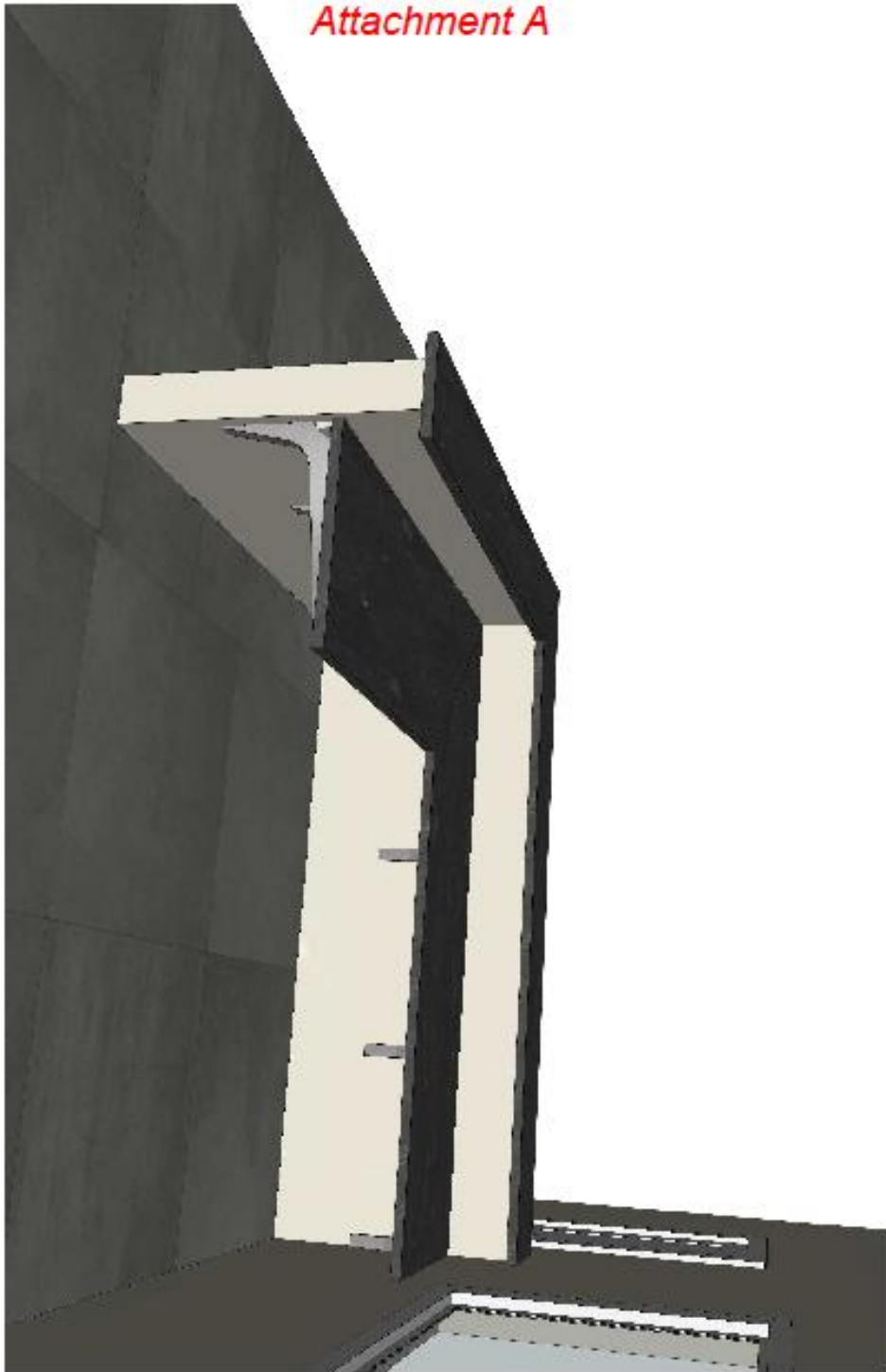
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Sheet No: _____

A7

Attachment A



705North Highway 191
Blanding, Utah 84511
taylor.made.wooden@gmail.com
435.678.2523

SJC Landfill Office

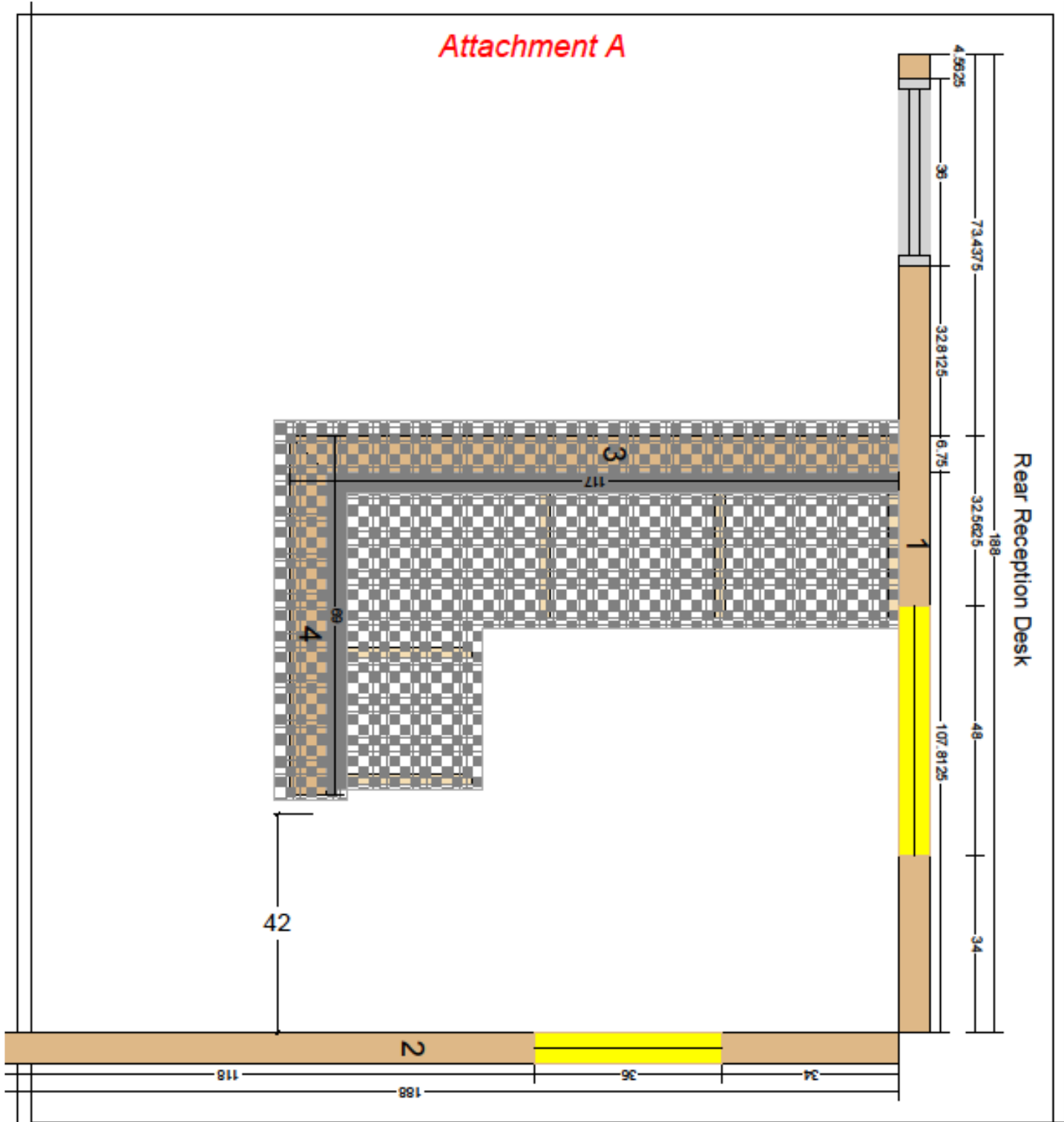
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Sheet No:

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Sheet No:

A8

Attachment A



705North Highway 191
 Blanding, Utah 84511
 blyformidawooden@gmail.com
 435-678-2523

SJC Landfill Office

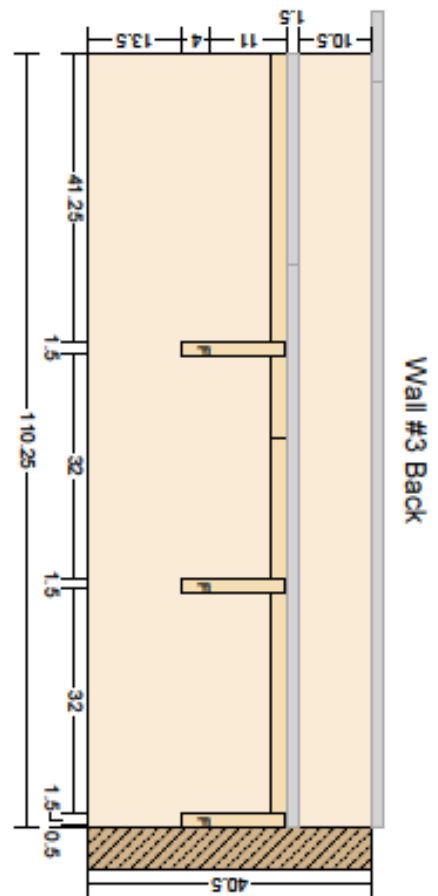
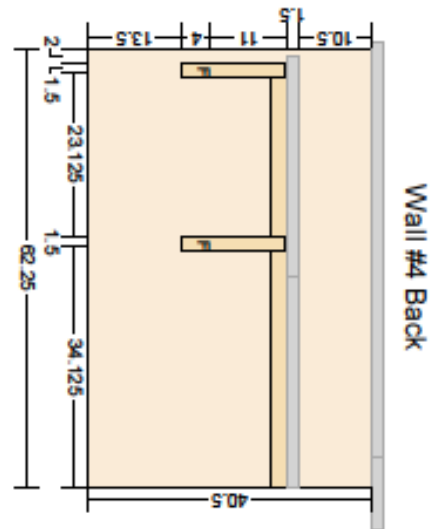
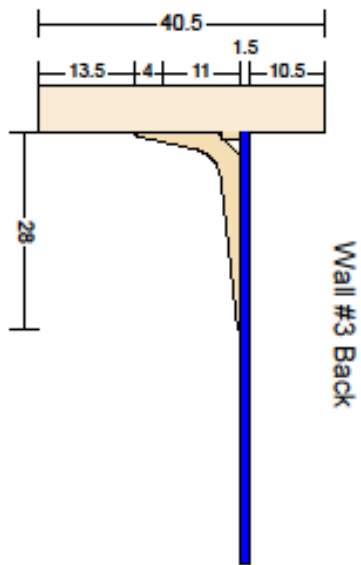
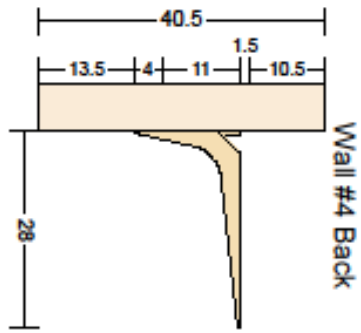
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 Unit: in.
 Scale: 1/2" = 1'
 Date: 11/01/2023
 Sheet No:

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Sheet No:

A9

Attachment A



705 South Highway 191
 Blanding Utah 84511
 bsl@mademades.com
 435-678-2523

SJC Landfill Office

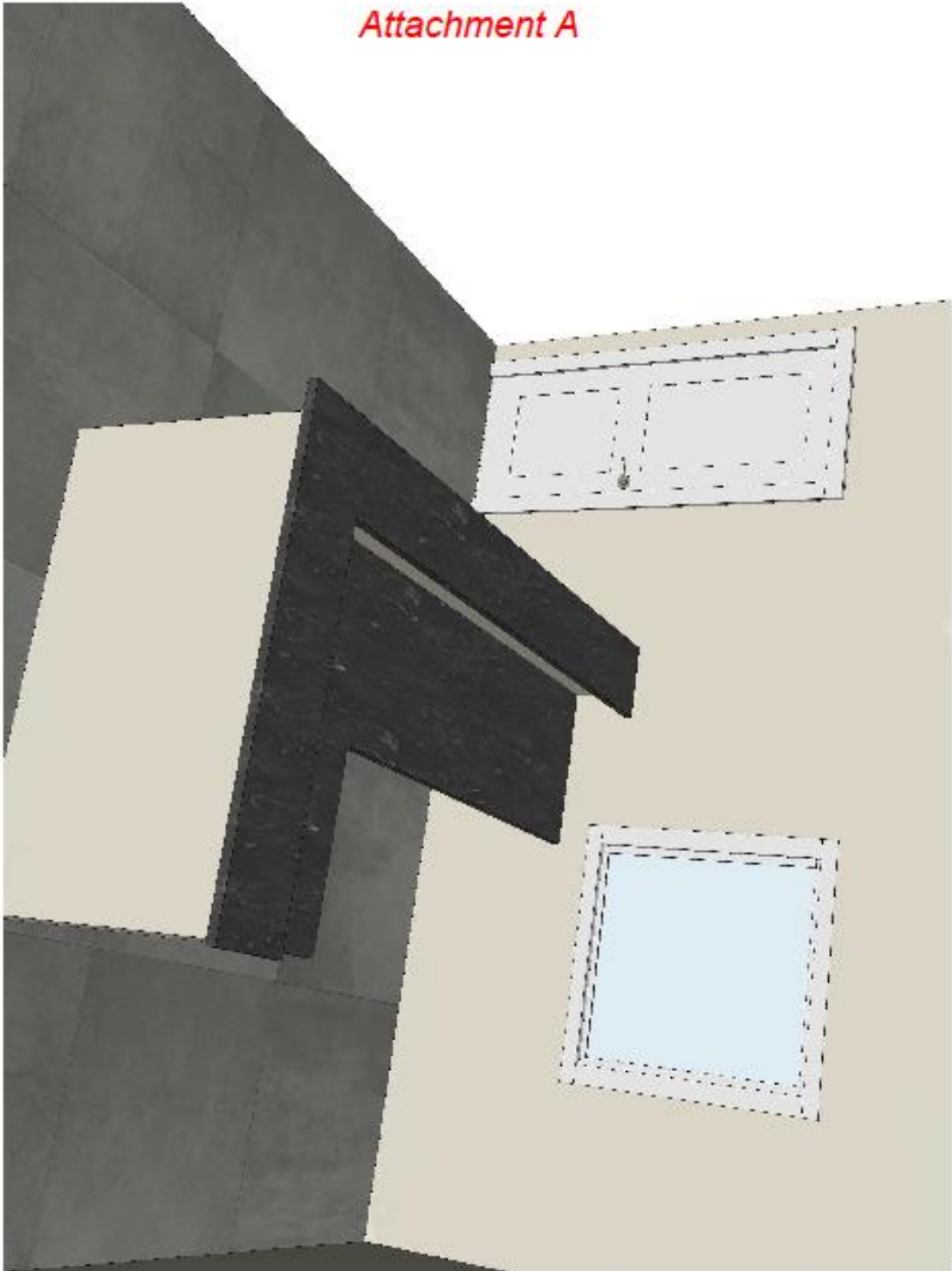
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 Revision: 1.0
 Units: in.
 Scale: 1/2" = 1'
 Date: 11/01/2023
 Sheet Title:

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Sheet No:

A10

Attachment A



705Kurtz Highway 191
Blanding Utah 84511
taylor.made.wooden@gmail.com
435-678-2523

SJC Landfill Office

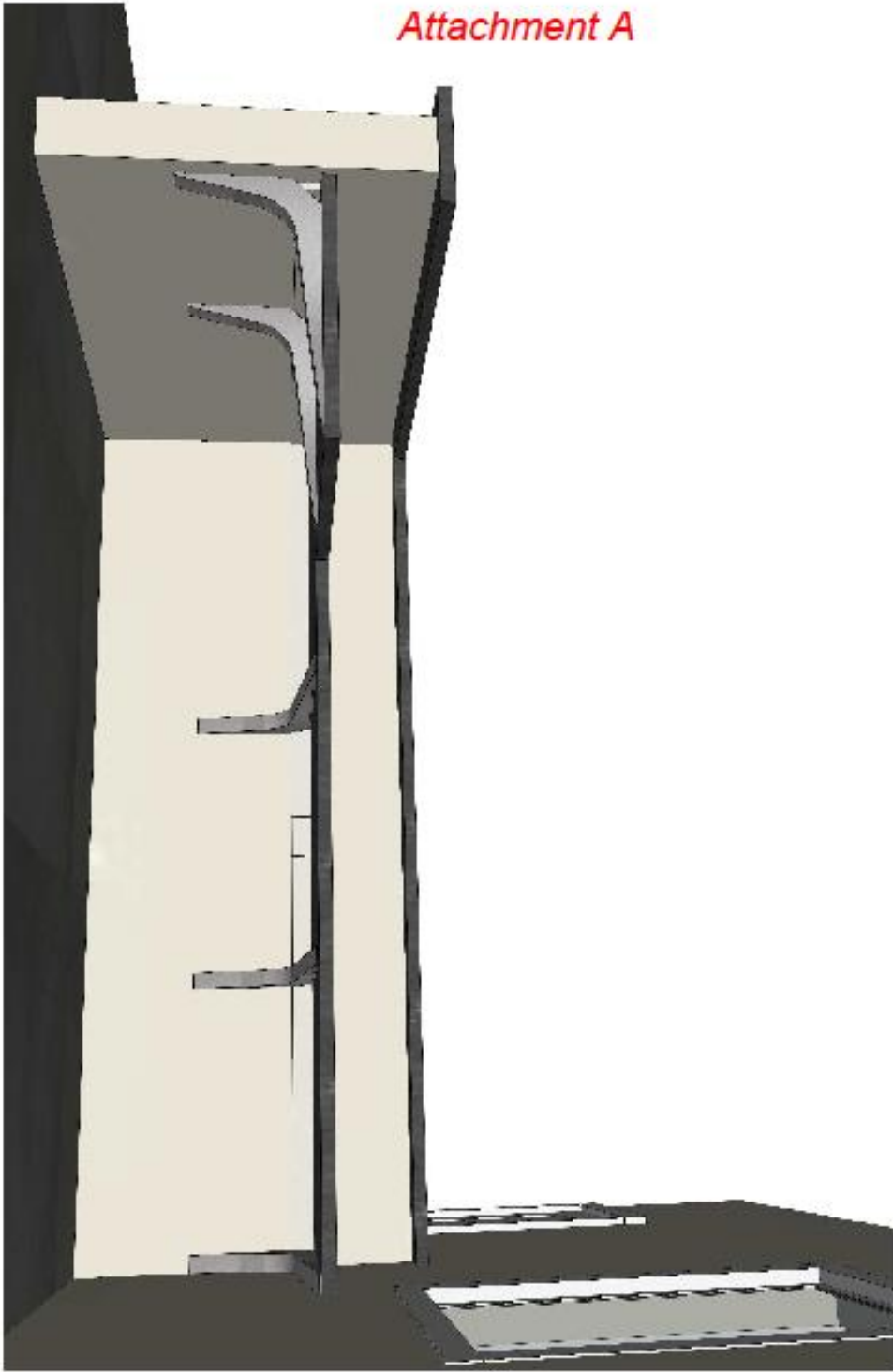
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Revision: 1.0
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Sheet No:

A11

Attachment A



705 South Highway 191
Blending Utah 84511
taylor.made.wooden@gmail.com
435-678-2523

SJC Landfill Office

Project No: 18-001

Revision: 1.0

Units: In.

Scale: 1/2" = 1'

Date: 1/10/2023

Sheet No:

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Sheet No:

A12

Attachment A



1012 South 300 West, Blanding, UT, 84511 * 435-678-2500

Attn: Colby Davis
Phone: 435-459-0791
Email: cdavis.utah@gmail.com
Company: Davis, Colby
Address: Haven and Colby Davis, 296 North
600 West, Blanding, UT, 84511

Date: Nov 2, 2023
Re: SJC Landfill Building
File Number: 143
Property: Davis, Colby
Address: 296 North 600 West, Blanding, UT,
84511

As requested, we are pleased to offer our proposal for the above referenced project as follows:

SCOPE OF WORK

1. Plumbing and HVAC for new 30 x 40 Building \$23,749.99

below are the notes I am putting in the project scope for details.

- Furnace and condenser for heating and cooling, duct in roof truss above drywall ceiling
- HVAC condenser will be placed on west wall between furnace room and restroom
- Shower will be a fiberglass one piece unit, it will Not meet ADA role in requirements
- Shower will have single head with single valve, shower rod and curtain, no seat, no grab bars
- Water heater will be 30 gallon propane floor mounted
- Piping will PVC and PEX

Total \$23,750.00

Total Proposal as Outlined Above \$23,750.00

Not Included in our Scope of Work:

- This does not include any obligation, performance or bid bonding.
- The furnishing or installation of any electrical power 120 volt or above
- Any sheet rock repair of areas that may be affected by above scopes
- Further, any other equipment or devices that are existing or that are to be reused as allowed by specification or agreement shall not be our responsibility, nor shall we be required to repair, replace, warranty, or guarantee its suitability for use.

Thank you for allowing us to proceed by authorizing the work in the space provided below.

Sincerely,
Javan Shumway
President

ACCEPTANCE OF PROPOSAL

This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.

Building Permit	\$0.00	not needed		
Survey	\$0.00	not needed		
Plans	\$0.00	Provided by owners sources		
Water for construction	\$0.00	Provided by owners sources		
Power for construction	\$0.00	provided by owners sources		
Trash	\$0.00	provided by owners sources		
County to provide air for peak test to design specific system	\$0.00	provided by owners sources		
building layout				
Grading				
Foundation/slab - concrete				
Wall and floor framing				
Metal wall/roof panel				
drywall				
Windows				
drive up drawers				
Exterior/ Interior doors				
Metal soffits/backs				
Paint				
Insulation				
Sealed concrete floor				
site concrete	\$161,806.00			
Cabinets and counters	\$16,300.00			
HVAC and Plumbing	\$13,750.00			
Electrical	\$9,500.00	Building only		
Electrical extension	\$7,000.00	allowance until evaluation of actual connection to source is established and underground line extension		
Communication extension	\$18,000.00	Price not included since this work will be provided by communication service company		
Sewer	\$20,000.00	Allowance until approved design is provided		
water	\$3,500.00	Allowance until improvements to well and water system piping is finalized after field evaluation		
Propane tank, 3/4" line and regulator				
Total Cost per plans and details included in package	\$259,856.00			
A				
5 Sales Tax is Not included in the pricing				
6 Builders risk policy is part of the project cost				
7 Site concrete will be a 4" wide side walk around 3 sides of the building				
8 Interior and exterior wall, ceiling and roof finishes are per the project bid drawings				
9 Windows are white vinyl low E. sizes are shown on bid drawings in red				
10 Exterior doors are residential finished metal. Interior are residential solid core composite				
11 Exterior doors will be prepped for a level set and dead bolt				
12 Raw concrete slab will be sealed with two coats of acrylic concrete sealer as the final floor finish				
13 Electrical will be per refined plan and per electrical proposal				
14 Interior lights will be LED 3 tier ceiling mount.				
15 Data wire will be installed back to the terrace room where owner can terminate into owner provided panel				
16 Furnace and condensor for heating and cooling, duct in roof truss above drywall ceiling				
17 HVAC condensor will be placed on west wall between terrace room and rest room				
18 Shower will be a Fibreglass one piece unit. It will NOT meet ADA roll in requirements				
19 Shower will have single head with single valve, shower rod and curtain, no seat, no grab bars				
20 Water heater will be 30 gallon propane floor mounted				
21 It is assumed that North elevation of building will be parallel with scales				
22 Transaction counter at this two drive up windows will be as shown per sub proposal				
23 break room cabinet/counters will be per the sub proposal				
24 No building rain gutters are provided in this proposal				
25 Building water, power and communication will be stubbed just outside building pad for others to the too.				
26 Sewer leach field design will be 1000 gal tank and preferably single line leach field.				
27 propane tank, 500 gal above ground on concrete pad				
28 Clarifications to the proposal are welcomed				
29 Time consuming dialog in finding any possible cost saving option, or major modification including shrinking the building will have to be billed out at \$100 an hour for time to contractor or subs.				
30 Contractor and subs will not accept owner provided materials as a source of cost saving options.				