

Contract total self-populates based on information provided by the Contractor on Exhibit A and Exhibit B.

Salt Lake County Short Form Construction Contract

This Contract (“Contract”) is made and entered into on _____, by and between Salt Lake County (“County”), and the following Contractor:

Contractor’s Name: Stallings Construction, Inc.
Contractor’s Address: 4722 S. Commerce Dr.
City, State, Zip: Murray, UT 84107
Telephone: (801) 266-1174
Email: jed@stallings-construction.com

1. Project Information (the “Project”):

Project Name: _____
Agency: _____
Property Name: _____ and
Location: _____ (“Project Location”)

2. Scope of Work:

Contractor’s Scope of Work shall be as set forth on the referenced Exhibit A attached hereto and incorporated herein, as such Scope of Work may be modified by Change Order pursuant to paragraph 4 of the Contract Conditions.

3. Contract Documents:

The Contract Documents consist of this Contract, the Contract Conditions, attached Exhibits, all Solicitation Documents for the Project, Contractor’s Bid, Drawings (where provided by the County), Specifications (where provided by the County), Change Orders, and any other Contract Documents included by reference in the Pool Agreement (or whatever we will call it). In the event of inconsistencies in the Contract Documents, the order of precedence shall be: A) Change Orders; B) this Contract; C) the Contract Conditions; D) the Pool Agreement; E) Solicitation Documents for individual projects; F) Drawings and Specification; G) Contractor’s bid.

4. Project Commencement and Completion:

- A. Contractor shall commence the Work on the date of the Notice to Proceed (“Commencement Date”) and complete the Work within _____ days from the Commencement Date (“Completion Date”). The County and Contractor agree that the Completion Date includes days to complete the Work, and additional days for delays caused by, in whole or in part, the COVID-19 virus. No additional days will be added because of a delay caused, in whole or in part, by COVID-19, whether directly or indirectly.
- B. Contractor shall pay County Liquidated Damages in the amount of \$500.00 for each calendar day that Contractor fails to complete the Work after the Completion Date. Such sum is fixed and agreed upon by County and Contractor for the following reasons: Late completion of the work will cause damage to County and to the public which County serves due to inability to provide services necessary for proper governance and efficient use of tax monies, inconvenience, increased costs of administration, and the fact that an exact determination of monetary value of said damages is difficult to ascertain.
 - i. Permitting Contractor to continue and finish the Work or any part of it after the Completion Date has passed, or after the Completion Date has been extended, shall serve only to determine liquidated damages and shall not be construed in any

way as a waiver on the part of County of any of its rights under the Contract to terminate for default or of any other rights.

- ii. The above-stated liquidated damages provisions shall remain in effect and continue until final completion and final acceptance of the Project by County. Contractor hereby authorizes the County to retain sufficient monies due the Contractor and remaining in the hands of County to pay the damages caused by any such default or defaults.

5. Compensation:

County shall pay Contractor for the performance of all the obligations set forth herein the lump sum of _____
(\$ _____) (“Contract Price”).

See attached Exhibit A: Request for Quote and attached Exhibit B: Price Schedule

[The remainder of this page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties execute this Contract.

(For Public Works Projects at or
exceeding \$100,000.00)

Contract Conditions

- 1. The Work.** The term “Work” means the construction and services required by the Contract Documents and includes all labor, materials, equipment, services and other items necessary for the proper execution and completion of the Work by Contractor. All minor details which are not shown in the Contract Documents but are necessary for the proper execution and completion of the Work, shall be considered as incidental, and as a part of and included with the Work to be performed by Contractor for the Contract Price.
- 2. Contract Documents.** Contractor shall perform the Work in strict compliance with the Contract Documents. Contractor waives the execution of any unexecuted Contract Documents and agrees to be bound by the terms of such Contract Documents to the same extent as if they were executed at the time of execution of this Contract. Contract Documents shall be the property of County and shall not be used by Contractor for any other project without the written permission of County. If there are any conflicts or inconsistencies within or between documents comprising the Contract Documents, Contractor shall provide the better quality or greater quantity of Work or materials, as applicable, unless directed otherwise by County in writing.
- 3. Payment.** County agrees that County will make Progress Payments as required by Utah Code § 15-6-2 for properly completed Work, subject to retention of five percent (5%) which retention shall be paid to Contractor as required by Utah Code § 13-8-5. Any undisputed amounts not paid to Contractor as required by Utah Code § 15-6-2 shall bear interest as provided in Utah Code § 15-6-3.
- 4. Changes.**
 - a. County may order changes in the Work by issuing a written Change Order (which shall be countersigned by Contractor) which shall: (a) describe the changes in the Work; (b) state the change in the Completion Date agreed to by County and Contractor, if any; and (c) state the adjustment to the Contract Price, if any, agreed to by County and Contractor for the cost or credit to County resulting from the change.
 - b. Contractor Initiated Changes
 - i. When latent or unforeseen conditions require modifications to the contract, or the contractor initiates changes through a value engineering proposal, contractor must propose such changes by written request to the County promptly, which request must include:
 1. A statement describing the reason for the change and the impact of the change on the Work;
 2. A full description of the proposed change and its impact on the Contract Price and Completion Date; and
 3. A detailed accounting of the information to allow the County to make an informed decision regarding whether the change is necessary.
 4. The Contractor may also include a markup of up to 10% applied to the cost of each individual change.
 5. The Contractor will cause the Performance and Payment bonds to be increased to match any modifications to the Contract Price, and may apply a mark-up of 1.5% to each such increase.
 - c. If the County and Contractor agree, the parties will execute a Change Order as described in Section 4.a above.

5. **Time.** Time is of the essence for this Contract. Contractor acknowledges that County will suffer damage if the Work is not completed by the Completion Date. Contractor shall be liable for and shall pay to County such Liquidated Damages as provided in Section 4 of the Short Form Contract.
6. **Quality / Warranty.** Contractor shall perform the Work in a good and workmanlike manner, using new (unless noted otherwise in the specification or RFQ), high quality materials and personnel skilled in the type of work required and in compliance with all applicable laws, regulations, ordinances, industry standards and requirements of governmental entities having jurisdiction over the Work. Construction safety in general and attendant safety programs are solely the responsibility of the Contractor and the individual subcontractors performing on the Work. The Contractor and subcontractors shall comply with all applicable safety ordinances, including required O.S.H.A. standards. County shall have the right to inspect the Work at any time. Where a specific manufacturer's material or system is indicated, other materials or systems may be substituted only upon obtaining prior written approval of the County. To obtain said approval, the contractor shall must provide, to the County Representative Project Manager, complete product data, the test results as might be required, substantiating that the material or system is equal to or better than the quality specified. All submittals, and request for approval, must be received by the County prior to the issuance of the Notice to Proceed. County may reject Work which is not in accordance with the Contract Documents or which is otherwise defective, in which event Contractor shall correct such Work at Contractor's cost. If within one (1) year of the Completion Date any of the Work is found to be not in accordance with the Contract Documents or is found to be otherwise defective, Contractor shall promptly correct it at Contractor's cost, however this one (1) year correction period shall not alter the terms of any special warranties required by the Contract Documents or limit any other remedy available to County.
7. **Subcontractors.** Contractor shall not employ any subcontractor for the Work to whom County objects in writing and Contractor shall remove from the Project Location any subcontractor, sub-subcontractor and/or other person or entity to which County objects, or subcontractors who are not licensed in accordance with applicable law. Contractor shall pay subcontractors and suppliers as required by Utah Code § 58-55-603. Contractor's subcontracts are contingently assigned to County provided that such assignment shall only be effective after termination of the Contract for cause pursuant to paragraph 17 and only as to those subcontracts which County accepts in writing. Pursuant to Utah Code § 78B-4-513, Contractor's causes of action for defective design and/or construction in connection with the Work, if any, are assigned to County, contingent upon acceptance of such assignment by County in writing.
8. **County Occupancy.** In the event County occupies the Project Location during the performance of the Work, Contractor shall conduct the Work to minimize interference with County's occupancy at the Project Location.
9. **Safety.** Contractor is responsible for the safety of Contractor's employees and property at the Project Location and for the safety of all other persons and property at the Project Location and shall at all times protect such persons and property at the Project Location from Contractor's operations.
10. **Responsibility for Acts / Omissions of Others.** Contractor shall be responsible and liable for the acts and omissions of Contractor's employees at the Project Location, subcontractors, sub-

subcontractors and anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

- 11. Taxes / Fees / Permits.** Contractor shall pay all taxes and fees and shall secure and pay for all permits, licenses, tests and inspections necessary for proper execution and completion of the Work.
- 12. Hazardous Materials.** Contractor shall be responsible for any release of Hazardous Material(s) on or from the Project Location which release is caused in whole or in part by Contractor or by any subcontractor, sub-subcontractor and/or any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and Contractor agrees to indemnify, defend and hold harmless County and the other parties indemnified pursuant to paragraph 13 of these Contract Conditions from and against all remediation costs, claims, damages, losses and expenses arising out of or resulting from such release. In the event Contractor encounters any Hazardous Material(s) at the Project Location, Contractor shall immediately cease work, notify County of such condition by the most expeditious means available and Contractor shall not resume work until any such Hazardous Material(s) have been removed from the Project Location or rendered harmless and Contractor has been directed in writing by County to resume work.
- 13. Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify County against all claims, damages, losses and expenses, attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, arising out of or resulting from the performance of the Work by Contractor or any subcontractor of any tier. In any and all claims against the County by any employee of Contractor, any subcontractor, any sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for Contractor, any subcontractor or any sub-subcontractor under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.
- 14. Contractor's Insurance.** Prior to the Commencement Date Contractor shall purchase from and maintain in a company or companies licensed to do business in the State of Utah and rated "A-" or better by the A. M. Best Company the following insurance coverage (or greater if required by law) with deductibles per claim/occurrence of not greater than \$10,000: (a) Workers' compensation—statutory limits; (b) Employer's liability—\$1,000,000; (c) Comprehensive Automobile Liability Insurance—combined single limits (covering bodily injury liability, death and property damage) of not less than \$500,000 each occurrence and \$1,000,000 annual aggregate and which names County as an additional insured; and (d) General Liability Insurance written on a Commercial General Liability Coverage Form (provided on an "occurrence" form and not on a "claims made" form) which shall name County as an additional insured by endorsement to the policy and which coverages shall include Broad Form Property Damage, Blanket Contractual Liability, Independent Contractor's Liability, Products-Completed Operations (which shall be maintained without interruption by Contractor for a period of 2 years from the Completion Date), Personal and Advertising Injury and X, C and U (explosion, collapse and underground) hazards. The limits of Contractor's General Liability Insurance shall be not less than \$2,000,000 combined single limit (bodily injury, death and property damage combined) each occurrence, \$3,000,000 general annual aggregate limit, \$3,000,000 Products-Completed operations annual aggregate limit and \$3,000,000 personal and advertising injury limit.

Contractor shall require Contractor's subcontractors to secure and maintain the same insurance coverages, with the same minimum deductibles, the same minimum limits of liability and for the same period of time as required of Contractor by this paragraph unless this requirement is waived in writing by County. If Contractor employs, directly or indirectly, any "Design Professional(s)" as that term is defined in Utah Code § 13-8-7 in connection with this Project, Contractor shall require such Design Professional(s) to secure and maintain throughout the period of this Project and for a period of 3 years after the Completion Date professional liability insurance for errors or omissions in the design services provided by the Design Professional(s) with respect to this Project, procured from companies authorized to do business in the State of Utah and rated A- or better by the A. M. Best Company, with deductibles per claim of not greater than \$100,000, and with limits of liability of not less than \$1,000,000 per claim; \$2,000,000 annual aggregate. If the professional liability insurance required by this Contract contains a design/build exclusion applicable to the design services required by the Contract Documents, the policy shall be endorsed to delete such exclusion for the Project. Contractor will supply County with satisfactory evidence of the insurance required by this Contract prior to the Commencement Date. Should Contractor (or any subcontractor or Design Professional directly or indirectly employed by Contractor) fail to obtain and maintain the insurance required by this paragraph County may, but shall not be obligated to, purchase such insurance, the cost of which shall be charged to Contractor and deducted from the Contract Price. Contractor shall bear full responsibility for and shall pay on demand any and all damages suffered by County and/or other parties indemnified pursuant to paragraph 13 of these Contract Conditions which result from Contractor's failure to comply with the insurance requirements of this Contract.

15. Builder's Risk Insurance. If requested by County in the Solicitation Documents for individual projects, Contractor shall maintain, at Contractor's sole cost and expense, Builder's Risk Insurance (from commencement of the Contractor's Work through final completion and County's final acceptance) including coverage for collapse, earthquake, and flood coverage with "Salt Lake County" as co-insured. The policy(s) shall insure buildings, structures, machinery, equipment, fixtures, supplies/materials and equipment to be used for completion of the Work performed under this contract. No theft limitations should apply. Minimum on-site limits shall be no less than 100% of Contractor's contract price. Minimum off-site/transit limits shall be in no event less than 10% of the on-site limit. The maximum allowable deductible shall be \$1,000,000 per occurrence. Insurance carrier shall have an A.M. Best rating of A- or better with a financial size category rating of not less than VII. OR be listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570, as amended).

16. Performance and Payment Bond. Contractor shall, prior to the Commencement Date, provide County with a Performance Bond and Payment Bond on AIA Document A312-2010 in the full amount of the Contract Price. Unless otherwise directed in writing by County, Contractor shall email the Performance and Payment Bonds to County to Salt Lake County Contracts and Procurement at the email provided by the County. Contractor may use the blanket Performance and Payment Bond, as provided in Exhibit C to the Pool Agreement. Contractor agrees that this Project must be added to the blanket bonds by rider and formally acknowledged by the surety before the Notice to Proceed is issued. Unless otherwise directed in writing by County, Contractor shall email evidence of this Project being added to the blanket Performance and Payment Bonds to Salt Lake County Contracts and Procurement at the email provided by the County.

17. Termination for Cause. County may terminate this Contract for cause if Contractor: (a) fails to supply adequate skilled workers or proper materials and/or equipment; (b) fails to make payment of money Contractor owes subcontractors; (c) disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction of the Work; (d) engages in unlawful conduct as described in Utah Code § 58-55-501; (e) engages in unprofessional conduct as described in Utah Code § 58-55-502; (f) through Contractor's acts or omissions causes a delay to the Work; (g) fails to perform the Work in a good and workman like manner (f) otherwise breaches of any of the Contract Documents. Upon any such event County may, without prejudice to any other right or remedy and after giving Contractor three (3) days written notice, terminate employment of Contractor and may take possession of all materials, equipment, tools and machinery owned by Contractor at the Project Location and may finish the Work by whatever method County may deem expedient. If the Contract Price exceeds amounts previously paid to Contractor and the additional costs of finishing the Work, including compensation to County for its damages arising directly or indirectly from the default and services and expenses made necessary by the default, such excess shall be paid to Contractor and shall constitute payment in full under this Contract. If such costs, damages, services and expenses exceed the Contract Price, Contractor shall pay the difference to County upon demand.

18. Termination for Convenience. County may, without cause, terminate this Contract at any time and for any reason upon three (3) days prior written notice to Contractor. Upon such termination, Contractor agrees to waive any claim for damages including loss of any anticipated profits, consequential damages or lost opportunity costs on account thereof, and as the sole right and remedy of Contractor, County shall pay Contractor the portion of the Contract Price, adjusted by any Change Order, on a percentage completion basis, of all Work properly completed by Contractor to the date of termination.

19. Disputes.

- a. Resolution Procedure. A Contractor raising a claim related to a breach of contract or concerning time or money shall file a written Resolution Request to the Director of the Salt Lake County Division of Facilities Management (the "Director") as a prerequisite for any consideration of the issue by County. Any Resolution Request must clearly state at the top of the document that it is a "Resolution Request." A Resolution Request is a prerequisite for any judicial review of the issue giving rise to the claim.
 - i. The Resolution Request must be submitted in writing by Contractor to the Director within seven (7) days of issuance of the occurrence in which Contractor disagrees with such assessment or an issuance of a denial of a written request by Contractor for additional monies or time.
 - ii. The Resolution Request must include: (1) a description of the issues in dispute; (2) the basis and justification for the claim, including documentation and analysis required by the Contract and applicable law and rules that allow for the proper determination of the claim; (3) a detailed cost estimate for any amount sought, including copies of any related invoices; and (4) a specification identification of the relief sought.
 - iii. County shall issue to Contractor a written decision providing the basis for the decision of the issues presented by all of the parties within seven (7) days of receipt of all of the information submitted by Contractor to support its claim.
- b. Contractor Required to Continue Performance. Pending the final determination of the claim, including any judicial review or appeal process, and unless otherwise agreed upon in writing by County, Contractor shall proceed diligently with performance of the Contract

and County shall continue to make payments for undisputed and completed Work in accordance with the Contract Documents.

- c. In any action arising out of or relating to the Contract or the Work, County and Contractor shall each bear their own attorneys' fees, costs, and expenses.

20. Notices. Delivery of notices, requests, and/or correspondence to Contractor shall be deemed complete when emailed to Contractor's email. Unless otherwise directed in writing by County, notices and correspondence from Contractor shall be emailed to the County's Project Manager via email.

21. Assignment. Contractor shall not assign this Contract, any money due to Contractor under this Contract, and/or any claims arising under this Contract without the prior written permission of County, which permission may be withheld in County's sole discretion. County may assign this Contract provided that County's assignee shall assume obligations under this Contract (in which case County shall be relieved of County's obligations under this Contract).

22. Third Party Rights. Except for third-parties expressly indemnified under this Contract, and then only to the extent of such indemnity, nothing in this Contract shall create a contractual relationship or cause of action in favor of a third party against either County or Contractor.

23. Successors and Assigns. This Contract shall be binding upon and inure to the benefit of the successors, transferees, assigns and heirs of County and Contractor.

24. Interpretation/Severability. In interpreting this Contract, there shall be no presumption or standard of construction in favor of or against either County or Contractor. It is the intent of County and Contractor that this Contract comply with all applicable requirements and not violate any applicable prohibitions of the laws of the State of Utah. Notwithstanding anything in this Contract to the contrary, to the extent (and only to the extent) if any, that any provision, clause, sentence, paragraph or part of this Contract does not comply with and / or violates the laws of the State of Utah, the enforceability of the remainder of this Contract shall not be affected and any such provision, clause, sentence, paragraph or part of this Contract which do not comply with and / or which violate the laws of the State of Utah shall be interpreted and applied so as to give effect, to the extent reasonably possible, to the intent of such provision, clause, sentence, paragraph or part of this Contract in a manner which complies with and/or which does not violate the requirements and/or prohibitions of the laws of the State of Utah.

25. Governmental Immunity. County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. §§ 63G-7-101 to -904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

26. Project Manager. County will identify a County Project Manager. Except as authorized in writing by the County Project Manager or as otherwise provided in the Contract Documents, the Contractor shall communicate through the County Project Manager on issues regarding the timing of the Work, cost of the Work, and scope of the Work.

27. Job Site Conditions. The Contractor shall maintain the Project Location in a neat and orderly condition for the duration of the Project. At the time of final acceptance of the Work, the

Contractor shall have all work and affected areas in a finished and clean condition, ready for use without additional work or attention by the County. Where the Project Location is occupied or an otherwise operational workspace, Contractor will take all reasonable efforts to minimize disruption to the County, and shall ensure the safety of all County employees, invitees, or other guests visiting the Project Location.

- 28. Project as-builts.** Contractor shall maintain, in a digital or hardcopy format, one copy of all drawings and specifications (where applicable), approved shop drawings (where applicable), change orders and other modifications, in good condition and marked to record all changes made during construction. Redline and/or as-built documents, together with, one digital copy of all operating and maintenance manuals and all guarantees shall be delivered to the County on or before the request for final payment.
- 29. Standard Form.** Any alteration of the standard form language without approval of the office of the Salt Lake County District Attorney shall render this Contract void and without effect. Any changes to the standard form language of this Contract must be pre-approved as to form by the office of the Salt Lake County District Attorney.
- 30. Entire Agreement.** This Contract incorporates the provisions and requirements of Salt Lake County Pool Contract No. _____ (“Pool Agreement”), and represents the entire and integrated agreement between County and Contractor and supersedes prior negotiations, representations or agreements, either written or oral. Termination or expiration of this Contract does not terminate the Pool Agreement or any other construction contracts issued under the Pool Agreement.

End of Contract Conditions



Hover over field for tips.



Hover over a field for
instructional tips.

Listed labor rates are the established contracted rates.. Contracted Labor rates already include Contractor's general administration costs, liability insurance, Worker's Compensation, travel expenses, tool rentals, general tools, and any other related expenses required to complete the work less the cost of actual materials.