



PROFESSIONAL AGREEMENT WITH INDEPENDENT CONTRACTOR

This Agreement is made this ____ day of _____, 2018, by and between **SPRINGVILLE CITY**, 110 S Main, Springville, Utah (hereinafter referred to as the “City”), and _____, of _____, Utah (hereinafter referred to as the “Contractor”).

RECITALS

A. Contractor owns and operates a Concrete business at the address set forth above, and owner desires to have the following services performed within Springville City:

1. Remove existing Concrete.
2. Install concrete flatwork, ADA mats, adjust manholes, and new landscaping.

B. Contractor is licensed with the State of Utah.

C. Contractor agrees to perform these services for owner under the terms and conditions set forth in this contract.

NOW THEREFORE, in consideration of the mutual promises set forth in this contract, it is agreed by and between the City and Contractor:

Description of Work. The work to be performed by Contractor includes all services generally performed by Contractor in Contractor’s usual line of business, including those specific services listed on Exhibit “A.”

Payment. The City will pay contractor according to the bid tab attached as part of Exhibit “A” for the work to be performed under this contract. Payments will be made within 30 days of receipt of invoice for work completed as determined by the City. The total payment amount shall not exceed \$ _____.

Term of the Contract: Contractor agrees to commence the services required under this Agreement on or before **April 13, 2018** and the entire services performed must be completed on or before **June 01, 2018**. In the event the parties mutually decide to extend this Agreement beyond the term outlined in this Agreement, the parties shall negotiate new terms, conditions and provisions to this Agreement.

Default: A default hereunder shall occur if either party shall default in the performance or observation of any covenant or condition of this Agreement to be performed or observed, or by breach of any duty set forth in Exhibit “A” hereto. If Contractor fails to complete its assigned duties as set forth herein, Contractor shall be in default.

Remedies: In the event of any breach or default of this Agreement by either party hereto, as defined in the section entitled “Default,” then this Agreement may be declared terminated by the non-breaching party. This Agreement and the terms and conditions shall then expire upon receipt of the notice of termination by the breaching party. The rights and remedies afforded to the non-breaching party in the foregoing sentence shall not be exclusive, but shall be in addition to all other legal rights and remedies. The exercise of any right or remedy by the non-breaching party shall not be to the exclusion of any other right or remedy.

Termination: This Agreement may be terminated at any time by the City by the City giving a 30 days prior written notice of termination.

Independent Contractor: Contractor's relationship with City under this Agreement shall be that of an independent contractor. Contractor certifies that he has done work for others in a similar capacity. All training of Contractor's employees, if any, shall be done by Contractor and not by the City. Contractor is exercising its own discretion in the method and manner of performing its duties, and the City will not exercise control over contractor or its employees.

Taxes and Laws: Contractor acknowledges that, as an independent contractor, Contractor is responsible for paying all state and local taxes. Contractor is responsible for workman's compensation and other insurance required by law. Contractor certifies that Contractor has complied with all Federal, State and Local laws regarding business licenses, permits and certificates. Contractor shall provide City with a certificate of insurance that verifies Contractor has workers compensation insurance coverage as required by law.

Time is of the Essence: Both parties acknowledge that time is of the essence.

Liability. The work to be performed under this contract will be performed entirely at Contractor's risk, and Contractor assumes all responsibility for the condition of tools and equipment used in the performance of this contract.

Bond. Contractor acknowledges and agrees that a bond is required for the Project. Contractor will furnish to Owner a Payment Bond and a Performance Bond both in an amount that equals one hundred percent (100%) of the payment by Owner to Contractor for the repairs of the improvements.

Insurance. Contractor shall provide the following minimum insurance coverage from companies holding a General Rating of "A" or better as set forth in the most current issue of Best's Key Rating Insurance Guide written for not less than the following, or greater if required by law. All such insurance shall be primary to any insurance maintained by City, shall name City as an additional insured with waiver of subrogation:

- a. The Contractor's Worker's Compensation Insurance shall be written for not less than the statutory limits for the State of Utah and the Contractor's Employer's Liability Insurance shall be written for not less than \$1,000,000.
- b. The Contractor's Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$1,000,000 each occurrence.
- c. The Contractor's Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$1,000,000 each occurrence and \$3,000,000 aggregate.
- d. The Contractor shall not commence work under the Contract until all of the insurance required herein shall have been obtained by the Contractor. The Contractor shall furnish to the Owner Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that Springville City will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.

Indemnity. Contractor and its successor and assigns hereby agrees to indemnify, defend (with counsel acceptable to the City) and hold the City, its elected officials, officers, employees and volunteers harmless

from any and all liens, encumbrances, costs, demands, claims, judgments, injuries, employee claims and/or damage caused or arising out of (a) the acts and omissions of Contractor and its agents, servants, employees, and/or contractors and (b) any work performed by the Contractor, its agents, servants, employees, consultants and/or contractors. The terms and conditions of this provision shall remain effective after the expiration or termination of this Agreement.

Other Laws. Contractor may be responsible to fulfill other federal, state and local laws, including, but not limited to Workers Compensation and Occupational Safety and Health Administration regulations. Contractor agrees to comply with all laws during construction of the improvements under this contract.

Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of Owner, which shall not be unreasonably withheld.

Attorney's Fees: If any party is required to retain legal counsel in order to enforce this Agreement, with or without the commencement of a formal legal action, such party shall be entitled to recover its attorney's fees and costs from the breaching party or parties.

Change Orders: The parties may agree to change the scope of the work contained in the Project. Change Orders must be in writing and signed by both parties. Change Orders must contain the change agreed upon and a specific cost or credit associated with the change in work.

Binding Effect: This Agreement shall be binding on the parties and their respective heirs successors and assigns.

Governing Law: This Agreement shall be governed by the laws of the State of Utah.

Modifications: This Agreement shall not be amended or modified except by written document signed by the party to be charged with such amendment or modification.

Notices: Any notice, demand, request, consent, approval or other communication (collectively, the "Notices") required or permitted to be given by any provision of this agreement shall be in writing and sent by hand-delivery, by special courier (for example Federal Express), by United States Certified Mail (return receipt requested, postage prepaid), or by telefax, addressed to the party to be so notified. Notice pursuant to this Agreement shall be deemed given pursuant to the following rules: if hand delivered, at the time of delivery; if sent by special courier, on the third (3rd) day after deliver to the courier; if mailed, on the later of the date of receipt or the third day after deposit thereof in the United States Mails; and if sent by telefax, on the date that the telefax is acknowledged as received.

Assignment: Contractor may not assign this Agreement without the written consent of City.

No Waiver: No failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any party hereto shall constitute a waiver thereof or shall preclude any other or further exercise of the same or any other right, power or remedy.

Section Headings: The headings and captions contained in this Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, to be effective for all purposes as of the date first written above.

SPRINGVILLE CITY

By: _____

Title: _____

CONTRACTOR - _____

By: _____

Title: _____

EXHIBIT "A"

- A. *Furnish, place, maintain, and remove all traffic control signs and devices. Traffic control must comply with Manual on Uniform Traffic Control Devices (MUTCD).*
- B. *Notify Public Safety if vehicles need to be moved.*
- C. *Do not work in the direction of rush hour traffic during peak commute times.*
- D. *Give residents 24-hr minimum advance notice of work adjacent to their homes.*
- E. *Perform asphalt patching as described on the Springville City Standards, Specifications and Drawings.*
- F. *Commence each specific work project within 10 working days, and finish within 30 working days from the date of the City's request. Unit costs should reflect this understanding.*
- G. *Protect and restore all existing surface improvements, including but not limited to: manholes, valves, landscaping, sprinkler systems, mailboxes, decorative edging, etc.*
- H. *All work will be subject to approval of Springville City Public Works inspectors and must conform to APWA, Springville City Standards, Specifications and Drawings. These are available online at www.springville.org.*