

April 14, 2016 RFP #2016-04S

The RFP number must appear on all related correspondence

THIS IS NOT AN ORDER

PROPOSALS ACCEPTED NO LATER THAN: 3:00 pm, Wednesday, May 4, 2016 Bid Opening will be at 3:30 pm TO: Susan Bursett Utah County Auditors Office 100 East Center, Suite 3600

Through this Request for Proposals (RFP), Utah County intends to select a qualified supplier to supply, deliver and install kitchen equipment in its Security Center facility.

*****SEE ATTACHMENT FOR SPECIFICATIONS AND REQUIREMENTS*****

Please include the following items in your proposal:

- Completed Bid Proposal (Exhibit B)
- Completed Bidding Schedule (Exhibit C)
- Completed Certificate of Non Collusion (Exhibit D)
- A copy of the bidder's current business license

PLEASE SUBMIT TWO (2) COPIES OF YOUR PROPOSAL.

Sealed proposals should be **MAILED OR HAND DELIVERED** to: Susan Bursett, Utah County Purchasing Agent, 100 E. Center St., Ste 3600, Provo, Utah 84606, and should be clearly marked **"RFP 2016-04S, Jail Kitchen Equipment."** All proposals are due on Wednesday, May 4, 2016, at 3:00 pm. Bid opening will be on the same day at 3:30 pm.

NO LATE PROPOSALS WILL BE ACCEPTED

Utah County reserves the right to reject any or all proposals or waive minor irregularities when to do so would be in the best interest of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

NOTE: The Contractor is responsible for reading the contents of this bid including but not limited to the Scope of Work, General Requirements, Specifications, and Agreement. He is also responsible to visit the delivery/installation site before presenting his bid.

PURPOSE:

Through this Request for Proposals (RFP), Utah County intends to select a qualified supplier to supply, deliver and install kitchen equipment in its Security Center facility as described in the attached specifications (Exhibit A).

The Contractor shall deliver the equipment FOB/Spanish Fork, Utah, and furnish all labor, parts, materials, equipment, tools, transportation and supplies required to supply and install the specified kitchen equipment in accordance with the specifications, general requirements, and the terms and conditions of this RFP.

Pursuant to this RFP a contract will be executed, a copy of which is attached.

INTERPRETATION OF QUANTITIES IN THE SCHEDULE:

Any quantities appearing in the Specifications for this project are only approximate, and were prepared from estimates by Utah County personnel. These quantities will be used for bidding. The actual quantities may vary and should be determined by the Contractor based on his individual analysis of conditions. In the event certain areas of the project are given a higher priority, those areas, as designated by the County, will receive attention first. In the event certain areas are deleted due to unforeseen appropriation of funds, or deemed not economically feasible, or for whatever reason, those areas will be deducted from the bid and payment amount.

ALTERATION OF PLANS OR CHARACTER OF WORK:

The County Commission, after recommendation by the County Sheriff, reserves the right to make at any time, such increases or decreases in equipment and such alterations in the details of installation, and the elimination of one or more items as may be found necessary or desirable. The Contractor agrees to accept the alterations the same as if it had been a part of the original Agreement. The Contractor shall proceed with equipment and installation alterations when ordered in writing. Financial increases to this contract must be approved by the Utah County Commission before additional work is authorized and constructed.

AUTHORITY OF THE COUNTY COMMISSION AND THE SHERIFF:

The County Commission and the County Sheriff will decide all questions which may arise as to the quality, quantity and acceptability of equipment and materials delivered, furnished and installation and as to the rate of progress of installation. They/He will also decide all questions which may arise as to the acceptable fulfillment of the contract on the part of the Contractor.

The County Commission or the County Sheriff will have the authority by written order to suspend equipment delivery and installation wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the Agreement; for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for equipment delivery/installation; or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

SUPERVISION:

The County Commission and the County Sheriff shall have full supervisory powers in determining the extent of the installation and equipment provided. Compensation will be based on the payment terms described under General Requirements. All decisions concerning the extent and acceptability of the equipment/installation the quality of all parts, labor, equipment and materials shall rest solely with the County Commission or the County Sheriff.

INSTRUCTIONS TO BIDDERS:

Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect a site constitute grounds for withdrawal of a bid after opening, or for a claim after award of the contract.

The bidder shall submit his bid upon the bidding schedule and bid sheets provided by Utah County. The total amount of the bid is obtained by adding the "Total Cost" amounts of the several bid items or unit priced items multiplied by the estimated quantities. All the figures shall be in ink or typed! The bid must be signed with ink by the individual who prepared the bid and by the owner of the company. The address and phone number of the individual, or firm represented by the bid must be on the bid. The bid process is governed by and subject to the Utah County Procurement Rules and Regulations.

Each respondent must submit two (2) copies of its SEALED bid to the Utah County Purchasing Agent. The envelope containing the bid must be clearly labeled "SEALED BID - KITCHEN EQUIPMENT". The bid must be delivered to:

Susan Bursett Utah County Purchasing Agent 100 East Center St., Suite 3600 Provo, UT 84606

Proposals are due on Wednesday, May 4, 2016, at 3:00 pm and opened at 3:30 pm.

LATE BIDS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN THE UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

The bid must include:

- 1. Completed Bid Proposal (Exhibit B)
- 2. Completed Bidding Schedule (Exhibit C)
- 3. Completed Certificate of Non Collusion (Exhibit D)
- 4. A copy of the bidder's current business license

QUESTIONS AND CLARIFICATIONS:

Questions regarding this RFP should be directed prior to the submission deadline date to:

Jason Heidel, Deputy Utah County Security Center Phone: (801) 361-4383

Email: jasonh@utahcounty.gov

ACCEPTANCE OF BID:

- A. Utah County reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.
- B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

IRREGULAR PROPOSALS:

Bids shall be considered irregular and may be rejected for the following:

- A. If the bid is on a form other than that furnished by Utah County; or if the form is altered, or any part thereof is detached.
- B. If there are unauthorized additions, conditional, multiple or alternate bids, or irregularities of any kind, which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
- C. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- D. If the bid at the opening does not contain a signed bid, a signed bidding schedule and a signed certificate of non-collusion.
- E. If the bid does not contain a unit price for each pay item listed.
- F. Any erasure or alteration of figures of unit prices not initialed in ink by the bidder.
- G. If the Contractor, in the sole discretion of County, is unable to evidence a satisfactory record of integrity.
- H. If the Contractor is not qualified legally to contract.
- I. Utah County reserves the right to reject any and all bids.

DISPOSITION OF BIDS:

All bids (and the information contained therein) shall become the property of Utah County. No bid shall be returned to the respondent regardless of the outcome of the selection process.

EVALUATION CRITERIA:

All bids will be evaluated by authorized representatives of Utah County for compliance with the terms and conditions contained in this ITB and the resulting contract awarded to the lowest responsive and responsible bidder.

GENERAL REQUIREMENTS

AMENDMENTS:

No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by a written agreement signed by the parties.

ASSIGNMENT:

The Contractor shall not assign this Agreement, or any part hereof, without the prior written consent of County. No assignment shall relieve Contractor from any liability hereunder.

BINDING AGREEMENT:

This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

BRAND NAME:

The use of brand names in the Specifications is for the purpose of designating the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Equivalent brand substitutions must be pre-approved in writing by the Utah County Sheriff Deputy Jason Heidel, 801-361-4383 or Deputy Larry Hunter, 801-404-6641 prior to the bid opening. Written approval for substitutions must be submitted with your bid.

COMPLETION DATE:

Following the bid opening, awarding the Agreement and the provision of required insurance, the Contractor may deliver and install the equipment. The completion date for equipment installation and delivery is thirty days from the signing of this Agreement by the parties, regardless of weather conditions and other related problems. If the Contractor fails to complete equipment delivery and installation on or prior to the completion date, or extension of time granted by the County in writing, then the Contractor may forfeit his 5% payment retainer and shall in addition be liable for all additional costs and damages incurred by Utah County as a result of the failure of completion.

If abnormal weather conditions, or other natural events completely beyond the control of the Contractor require in the judgement of the County an extension of the completion date, written authorization must be given by County for such specific extension.

Contractor shall pay County a late penalty of \$100.00 per calendar day for each calendar day after the completion date that the equipment not FULLY installed and accepted without a punch list by the County.

EXTRA WORK:

Extra work, when authorized in writing by the County, is defined as additional work which is neither shown nor defined in the Specifications, but determined by the County to be necessary to the project. It is also defined as that additional effort necessary by reason of changed conditions. But the changed condition must be radical, unforeseen, and completely beyond the control of the Contractor. Adverse weather variations do not constitute a changed condition.

Miscellaneous items normally associated with the equipment delivery and installation, but which may not be specifically shown, shall be furnished and installed by the Contractor as if they had been shown, without additional cost to the County. After authorization of the Utah County Commission in writing, payment for authorized extra work will be made by either of the following methods, as determined by the County:

- 1. Reimbursement for all direct and substantiated costs of labor, materials, supplies and equipment use, plus 15% to cover all indirect costs, overhead and profit; or
- 2. A lump sum, agreed to prior to beginning the extra work, to cover all of the items authorized in writing by the County.

INDEMNIFICATION:

The Contractor shall defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) Contractor's, its subcontractors, agents or employees performance of this Agreement or their provision of any services required herein to be performed by the Contractor or its subcontractors, agents or employees, and (b) any act or omission of Contractor, or its subcontractors, agents or employees. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of the fulfillment of this Agreement.

INDEPENDENT CONTRACTOR:

Contractor states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or agreements as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, and that this Agreement is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this Agreement. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. Contractor is not to be considered an agent or employee of Utah County for any purpose, and the employees of Contractor are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that Utah County does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for others while working under the provisions of this Agreement with Utah County.

Both parties agree that Contractor shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, Contractor shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

INSPECTION:

The equipment delivered and installed will be inspected by Deputy Jason Heidel and/or Deputy Larry Hunter, as well as Ed Thomas(Public Works).

INSURANCE:

The Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than \$703,000 for one person in any one occurrence, \$2,407,700 aggregate amount of individual awards that be may awarded in relation to a single occurrence, and \$281,300 property damage per occurrence or as modified by the risk manager pursuant to state statute during the term of this Agreement. This coverage shall provide liability insurance to cover the activities of Contractor including Contractor's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this Agreement. **This insurance shall name 'Utah County, 100 East Center, Provo, Utah 84606' as a certificate holder.** Prior to commencing work, the Contractor shall provide a Certificate of Insurance to Utah County, evidencing that the Contractor has this insurance in place and shall maintain said insurance for the duration of this Agreement.

Prior to execution of the Agreement, the selected Contractor shall provide a Certificate of Insurance to Utah County evidencing that the Contractor has Workers Compensation Insurance for the Contractor, subcontractors, if any, and all employees of the Contractor and/or subcontractors. The Contractor shall maintain said insurance for the duration of this Agreement.

Within 2 weeks of bid opening the Contractor shall file all required certificates of insurance with the Utah County Sheriff'S Office in a timely manner following the Closing Date for Receipt of Bids and prior to commencing any work.

INTERPRETATION

The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

KEYS:

If it becomes necessary for the County to issue the Contractor a key to County locks, final payment to the Contractor will be held until the key has been returned and documented. It is illegal to duplicate Utah County issued keys.

LEGAL:

The Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

LICENSE:

The Contractor shall have a current "Business License", issued by the county or city in which the Contractor's business is located, and shall provide proof of such license prior to the commencement of said work.

If construction work is necessary for installation, the Contractor or any subcontractor providing construction services shall be a licensed "contractor" through the State of Utah, to perform construction work in this State. He shall provide proof of such license prior to the commencement of said work.

NO PRESUMPTION:

Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation of this Agreement.

NOTICES:

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their addresses first above written, or at such other addresses as may be designated by notice given hereunder.

PAYMENTS:

All payments to Contractor under this Agreement shall be paid within 30 days of County's receipt of a billing from Contractor following equipment delivery, installation and acceptance of the work by County. All bills must be received by the Utah County Sheriff's Office. Each bill shall itemize the equipment delivered and installation work performed. Actual payment will be based upon inspection by the County Sheriff who will certify that the work has been performed in a workmanlike manner. In accordance with U.C.A. Section 13-8-5, Utah County may retain five percent (5%) of all payments to the Contractor or such other sums as authorized thereby until the end of the project. Final payment of any sums retained will be paid on the 10th or 25th of the month approximately fifteen (15) days after approval of the project by final inspection.

SAFETY REQUIREMENTS:

In order to protect the life and health of employees and the general public in the performance of this contract, the Contractor shall comply with the general safety orders covering Utah industries, issued by the Industrial Commission of Utah and Occupational Safety and Health Act of 1970. Nothing in this Agreement shall relieve the Contractor of responsibility assigned in the Specifications, State Industrial Commission's requirements, or state and local laws and ordinances.

The Contractor agrees to hold Utah County free and harmless from any and all damages/claims that may occur during the performance of this Agreement. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of the performance of this contract and construction operations by Contractor, its subcontractors, agents or employees.

UTAH LAW:

This Agreement shall be interpreted pursuant to the law of the State of Utah.

UTILITIES:

Care shall be taken to preserve and protect existing overhead and underground utilities, pole lines, signs, pipelines and improvements from injury or damage during construction operations. The Contractor shall hold the County harmless and reimburse owners and utilities for any damage to their properties, overhead and underground utilities, pole lines, signs, pipelines or improvements, and interference with their service caused through Contractor's operations. If necessary, Contractor has the responsibility for contacting "Blue Stake".

WARRANTY:

The Contractor warrants to Utah County that all equipment, supplies and materials furnished under this Agreement will be new and in working order unless otherwise specified, and that all installation work will be of good quality, free from faults and defects and in conformance with this Agreement. All equipment, materials, supplies, parts, labor and installation work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Defective equipment, materials, supplies parts, labor and installation work shall be repaired or replaced by Contractor at Contractor's sole expense. If required by Utah County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

If, within two years after the acceptance of the work by Utah County, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the parts, labor, equipment, installation work or materials, parts or labor are found to be defective or do not conform with this Agreement, the Contractor shall correct it promptly at Contractor's sole expense after receipt of a written notice from Utah County to do so. This obligation shall survive termination of this Agreement.

Contractor shall provide County all applicable parts, labor, equipment, materials and supplies manufacturer's warranties upon acceptance of the work. Manufacturer warranties shall warrant at minimum two years parts and labor, 5 year steam generator warranty. County may withhold final payment pending receipt of manufacturer's warranties.

EXHIBIT A

SPECIFICATIONS

Utah County is accepting bids to deliver, furnish and install two SELF COOKING CENTER (COMBINATION OVEN) at the Utah County Security Center, 3075 North Main, Spanish Fork, Utah 84660. Contractor shall supply all necessary material, parts, supplies, labor, tools and equipment. All parts, equipment and installation work provided by the Contractor shall meet or exceed all applicable state and local building codes and these Specifications. All parts, equipment, supplies and materials provided by Contractor are FOB Spanish Fork, Utah.

Utility connections: 208 Volt 1 Phase-20 Amp Breaker required-NEMA 6-15P ^{3/4}" cold water minimum with shut off valve. 1" gas supply with shut off valve

Self Cooking Center to be 42 5/8" Wide x 39 1/4" Deep x 70 114" High, 5'3" maximum rail height. 817 pound Unit weight. Easy to use automatic cooking processes with pictogram selection for the consistent cooking of roasts, pan fried items, poultry, fish, side dishes, vegetables, egg dishes, deserts, bakery products and finish of pre cooked items. With an intelligent system for optimizing mixed loads in production and in a' la carte service.

3 standard modes for Steaming, 85-265 degrees Fahrenheit; Hot air, 85-575 degrees Fahrenheit and Combination cooking, 85-575 degrees Fahrenheit.

350 recipe programming with up to twelve levels of programmable proofing. My display-user specific drag and drop or touch screen operator interface. Core temperature probe reading in six points. Five speed fan setting levels. Climate management-humidity control to ONE percent accuracy. ELC Efficient level control for individual timing of multiple food types-cook times. HDC Hi Density Control-distribution of energy in the cooking cabinet.

Automatic cleaning system with seven levels of clean available. Solid not liquid detergent saving costs in cleaning. Automatic descaling when interior cabinet is cleaned. Steam generator is descaled guaranteeing operational reliability. Hand Shower with automatic retraction system. Self-Test Function for actively checking the units function. Rear ventilated double glass doors hinge open for easy cleaning. Seamless hygienic cooking cabinet with round interior corners. USB downloadable HACCP information. Ten days stored automatically.

Manufacturer two year parts and labor warranty, 5 year steam generator warranty.

Unit to come standard with one mobile oven rack and 10 each S/S grid shelves, an additional 10 each S/s Grid shelves for a total of twenty (20).

Pricing to include shipping, delivery, handling, installation, installation kit and Factory authorized representative to provide complimentary on location training.

EXHIBIT B

BID PROPOSAL

CONTRACTOR:	_
	Date
	Business License Number
	State Contracting License Number
Name, Address, and Phone Number	State License Classification Number
hereof, proposes to furnish all labor, parts, ed machinery, and to furnish and deliver all may by the local agency, which are required for the Utah County Jail Kitchen Equipment (COMBINATION OVEN)	terials not specifically mentioned as being furnished he Contract 2016-SELF COOKING CENTER
for the total sum of	
	_ Dollars, (\$,), as detailed
on the Bidding Schedule.	
	ute the attached contract within five working days equipment delivery and installation within 30 days arties.
It is understood that Utah County has the listed in the Bidding Schedule.	right to reject this bid or to accept it at the prices
Signature of the Preparer	Company Seal
Title of Preparer	_

EXHIBIT C

BIDDING SCHEDULE

The Unit Cost and Total Cost for the **SELF COOKING CENTER** (**COMBINATION OVEN**) shall include all labor, parts, service, equipment, tools, delivery, installation and material as per the Specifications, Bid and Contract.

ITEM NUMBER & APPROXIMATE QUA	<u>ANTITIES</u>	UNIT COST	TOTAL
COST			
SELF COOKING CENTER (COMBI	NATION		
OVEN)(Delivered and Installed)	\$	X2 = \$	

Describe below and identify by manufacturer and model the equipment you propose to furnish for the above price, demonstrating compliance with this Invitation to Bid and the Specifications, Bid and Contract. Also provide a copy of the manufacturer warranty for the proposed equipment.

EXHIBIT D

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH)	
)SS	Utah County Jail Kitchen Equipment Contract 2016
COUNTY OF UTAH)	SELF COOKING CENTER (COMBINATION OVEN)
		<u>AFFIDAVIT</u>
The undersigned of lav	vful age, being fir	est duly sworn, disposes and says:
That as a condition pre	ecedent to the awa	ard of the Utah County project as above captioned,
I		of
(owner, partner, off	icer or delegate)	of (firm)
-		by entering into any agreement, participating in any collusion, or d by the Utah County Sheriff, with regard to this contract or bidding
Contractor Signature		By: Title:
Contractor Signature		Title:
	:	***********
Subscribed and sworn	to before me this	day of , 2016 A.D.
My Commission Expir	es	
Residing at		Seal
By:		
Notary Public		

AGREEMENT
THIS AGREEMENT, made and entered this day of,
2016, by and between Utah County, a body corporate and politic of the State of Utah, located at
100 East Center Street, Provo, Utah 84606, hereinafter referred to as COUNTY; and

, of Utah Federal ID Number 87- hereinafter

AGREEMENT NO 2016 -

WITNESSETH

WHEREAS, COUNTY desires to obtain parts, labor, equipment, materials, delivery and installation services as herein defined and further to obtain such services in accordance with Utah State Law; and

WHEREAS, CONTRACTOR is willing to provide such parts, labor, equipment, materials, delivery and installation services for COUNTY in consideration of receiving such fee as herein provided;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF THE WORK

referred to as CONTRACTOR.

- a. In consideration of the compensation set forth in CONTRACTOR's Bid Proposal and Bidding Schedule, which are incorporated herein by this reference as Exhibit 2, CONTRACTOR agrees to provide the equipment, services and installation stated in the Utah County Jail Kitchen Equipment Contract 2016--SELF COOKING CENTER (COMBINATION OVEN) Specifications, Bid, and Contract, which is incorporated herein by this reference as Exhibit 1 on the terms and conditions stated in Exhibit 1.
- b. CONTRACTOR agrees to deliver and supply all equipment, materials, labor, parts, and installation within 30 days of the signing of this Agreement by the parties.
- c. Upon the receipt of required insurance certificates, COUNTY hereby authorizes CONTRACTOR to proceed with the equipment delivery and installation work as specified herein.

2. COMPENSATION

In exchange for services listed in Exhibit 1, COUNTY will pay CONTRACTOR as provided in Exhibit 1 and Exhibit 2 as the total cost of the equipment delivery and installation.

3. ENTIRE AGREEMENT.

This AGREEMENT shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding upon either party except to the extent incorporated in this AGREEMENT.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS UTAH COUNTY, UTAH

LARR	Y ELLERTSON, Chairman	
ATTE	ST:	
	BRYAN THOMPSON	
	Utah County Auditor/Clerk	
By:		
	Deputy	
APPR	OVED AS TO FORM:	
	JEFFREY R. BUHMAN	
	Utah County Attorney	
By:		_
	Deputy Utah County Attorney	
CONT	TRACTOR:	
By:		
Its:		