

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is effective this 4th day of April, 2023 (“Effective Date”) by and between **Grand County**, a political subdivision of the State of Utah, located at 125 E. Center Street, Moab, UT 84532 (the “County”), and Moab Construction Inc, a Utah corporation located at 1229 Lance Ave, Moab, UT 84532 (the “Contractor”).

WITNESSETH

WHEREAS Contractor is willing to provide services to County as an Independent Contractor, and County is willing to accept services from and compensate Contractor for said services subject to this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, County and Contractor agree as follows:

1. **SERVICES.** Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as **Exhibit A** (the “Services”):

Provide all materials and labor necessary to complete the remodel of the community development building per plans and specifications.

The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

2. **PROJECT SCHEDULE.** Contractor shall complete the Services on the following schedule (the “Project Schedule”):

August, 31st, 2023

Contractor shall use commercially reasonable efforts to meet the Project Schedule, and the County agrees to cooperate in good faith to allow Contractor to meet the Project Schedule in a timely and professional manner. The Parties acknowledge that they may amend and modify the Project Schedule only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

3. **PROPERTY.** Contractor shall perform the Services for the benefit of real property owned by the County located at 59 N 200 E, Moab Ut, 84532 (the “Property”). The County warrants and represents that it owns the Property.
4. **TERM OF AGREEMENT.** Subject to Section 2, this Agreement shall begin on the Effective Date and shall expire on or before August, 31st, 2023.

5. PAYMENT.

- a. Compensation. County shall pay Contractor, and Contractor shall accept from County, in full payment for the Services under this Agreement, the following compensation: \$291,369.00 (the "Compensation").

b.

The County shall pay Contractor for the Services on a time and materials basis not to exceed the Estimate attached as ***Exhibit B***. Contractor shall invoice the County on the following schedule:

% Completion as of the last day of each month

Final completion and acceptance by the County

The County shall pay all invoices within thirty (30) days of the invoice date.

- c. Lien Waivers. As a condition precedent to each payment under this Agreement, including the final payments, not later than the date of payment request, the Contractor shall furnish affidavits and lien waivers and releases in the form attached hereto, confirming that no liens or rights in rem of any kind lie upon or have attached against the Property, the Services or materials, articles or equipment therefore and shall furnish such other documents as may be required by the County as may be necessary in its judgment to protect its interests, including, without limitation, monthly waivers of mechanics', laborers' and materialmen's liens by all subcontractors and all suppliers who have supplied material and/or labor for the Services. The Contractor agrees that no liens or rights in rem shall so lie or attach, and the Contractor shall indemnify and hold harmless from and against such liens, rights and any and all expenses incurred by the Contractor or the County in discharging them.
6. NOTICE OF COMPLETION. Contractor shall submit to the County a written and dated Notice of Completion once the Services are complete. The County may object to the Notice of Completion in writing within fifteen (15) days of the Notice of Completion Date by describing the incomplete work. Contractor shall have thirty (30) days from the Objection Date to respond or complete the Services required hereunder, at which time the Contractor shall submit to Client a written and dated Final Notice of Completion. If the County does not timely object hereunder, then the Services shall be deemed acceptable to the County.
7. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

8. CONTRACTOR, DEFINED.

- a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.
- b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the County or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the County. The Contractor has no authority to take any action or execute any documents on behalf of the County.
- c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the County reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for county property, or drug or alcohol use.
- d. This Section shall survive expiration or termination of this Agreement.

9. REPRESENTATIONS AND WARRANTIES.

- a. Best Efforts. Contractor warrants that the materials and equipment furnished under this Agreement shall be of good quality and new, unless otherwise required or permitted hereunder, that the Services shall be free from defects not inherent in the quality required or permitted, and that the Services shall conform with the requirements hereunder. The Services not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the County, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- b. Service Warranty. Warranty Contractor further warrants that the Services shall be free of defects and deficiencies for a period of one (1) year after the Final Notice of Completion Date (the "Warranty Period"). The County may enforce the Warranty by providing a written Notice of Deficiency within the Warranty Period. Contractor shall have thirty (30) days from the Notice of Deficiency Date to inspect, object/respond, or repair/replace the Services.

c. Legal Compliance. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

d. This Section shall survive expiration or termination of this Agreement.]

10. INSURANCE.

a. General. Prior to Contractor's commencement of the Services and during the term of this Agreement, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Utah which maintains an A.M. Best rating of "A-" or better:

i. *Commercial General Liability* with coverage not less than \$1 million each occurrence with a \$2 million combined single limit. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage, or work performed by Contractors;

ii. *Workers' Compensation and Employers' Liability Insurance* with coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease; and

iii. *Business Auto Liability Insurance* with coverage of not less than \$1,000,000 for each accident.

b. Certificates of Insurance. Each Certificate of Insurance shall be attached hereto as ***Exhibit B*** and provide the following: a) designation of the County as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the County's coverage hereunder shall constitute default.

c. Survival. This Section shall survive expiration or termination of this Agreement.

11. BREACH. As used herein, Breach shall mean any failure to by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Services in accordance with

the provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or equipment to complete the Services without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

12. TERMINATION OF AGREEMENT.

- a. By the County. In the event of Contractor's Breach hereunder, the County may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Services. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Services and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Services properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the County's receipt of supporting documentation acceptable to the County) and the ratable proportion of the Contractor's profit earned as of that date, provided, however, that the total amount paid to Contractor pursuant to this Section shall not exceed the Compensation.
- b. By the Contractor. Contractor shall have the right to terminate this Contract in the event the County has failed, without cause, to make payment required hereunder, or the Project has been suspended for more than one hundred twenty (120) days; however, provided that such suspension is not the result of acts of force majeure or acts or omissions of the Contractor.
- c. Effect of Termination. In the event of termination under this Section, this Agreement (other than those Sections which survive termination, as stated herein), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

13. INDEMNIFICATION. The Services performed by Contractor shall be at the risk of Contractor exclusively. Contractor herewith agrees to indemnify, defend, and hold the County, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the contractor, the County or their respective officers, officials, agents, or employees,

or any person or persons. This Section shall survive expiration or termination of this Agreement.

14. **FORCE MAJEURE.** Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control ("Force Majeure"), including, without limitation, strikes; work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; global, state-wide or local pandemics; state-wide or local states of emergencies which cause travel or movement restrictions; and interruptions or malfunctions of utilities, communications or computer (software and hardware) services; provided, however, that each party shall use reasonable efforts consistent with accepted practices in their respective industries to resume performance as soon as practicable under the circumstances. This Section shall survive expiration or termination of this Agreement.
15. **ENTIRE AGREEMENT.** This Agreement together with its exhibits contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other. The Contractor may subcontract out a portion of the work to another party only with the express written permission of Grand County. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on Grand County.
16. **MODIFICATION OF AGREEMENT.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.
17. **NO ASSIGNMENT.** This Agreement is not assignable without the written consent of the Parties.
18. **DISPUTES.** Should any disputes arise with respect to this Agreement, the Contractor and the County agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or County as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the County for such costs.

19. CHOICE OF LAW. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Utah and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Utah shall be applicable and shall govern to the exclusion of the law of other forums. Any such action shall be brought in the 7th Judicial District, State of Utah, Grand County. This Section shall survive expiration or termination of this Agreement.

20. NO WAIVER. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

21. SEVERABILITY. The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.

22. UNDERSTANDING AND EFFECT OF AGREEMENT.

- a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Agreement.
- b. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
- c. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.

23. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

24. ATTORNEYS' FEES AND COSTS. In the event of dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall recover its attorneys' fees and costs incurred to enforce this Agreement.

25. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall immediately notify the County.

IN WITNESS WHEREOF, this Agreement is effective on the date first indicated above.

_____ Contractor's Signature	_____ Printed Name of Contractor and Title	_____ Date
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_____ County Signature	_____ Chair, Grand County Commission	_____ Date
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ATTEST:

_____ Grand County Clerk/Auditor	_____ Date
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Contact Information

Contractor's Contact Information

Name: Guy Johnston
Title: Owner
Address: PO Box 633 Moab Ut. 84532
Phone: 435-259-8529
Fax:
Email: moabconstructioninc@gmail.com

County's Assigned Project Manager

Name: Bill Hulse
Title: Building Official
Address: 125 E Center St. Moab Ut. 84532
Phone: 435-260-1496
Fax:
Email: bhulse@grandcountyutah.net

Exhibit A Scope of Work

Contractor herewith agrees to perform the Services as set forth in this Exhibit.

Interior -

1. Demolition:
 - a. Remove walls, wall paper, doors, cabinets, counters, windows and fixtures as shown on the demo plan sheet D1. Dispose of debris, County will provide a space to store reusable items as shown.
2. Construction:
 - a. Build new walls per plan sheet A1, infill openings, patch sheetrock, texture to match ceiling and skimcoat walls, prime, and paint with two coats. (see spec below)
 - b. Move water heater from crawlspace to new mechanical room and place in pan piped to floor drain. Reconnect to existing lines and install new venting; coordinate location with owner.
 - c. Instal new 100,000 BTU 90+ furnace with 4" filter media cabinet in mechanical room and reconnect to existing ductwork and install new venting as required. Coordinate location with owner. Install new 24"x 30" return air grill in new chase wall and install new 5 ton condenser on pad behind exterior deck and connect fused disconnect, power and line set.
 - d. Install 4'x4'x3/4" plywood adjacent to existing electrical panel to be used as base for 60 port patchboard and terminate all cat 6 cables.
 - e. Remove and replace 3'6"x6'8" front door with new like size Steel Insulated full light door with ADA threshold, and all necessary flashings to make watertight. (see spec below)
 - f. Remove and replace 6'0"x6'8" Steel Insulated full light french door, and all necessary flashings to make watertight (see spec below).
 - g. Install power, data, lighting and switching per plan sheets E1 & E2. Reuse existing circuitry where possible and relabel the electrical panel when finished. (see spec for lighting below)
 - h. Install new carpet, vinyl plank flooring and cove base per plan. (see spec below)
 - i. Install counter tops at Building Window and at Planning Reception and apply two coats of clear finish. Also apply to posts and caps at half wall. (see spec below)
 - j. Install two new ADA compliant wall mount sinks, one with lav-guard in each restroom and install soap, paper towel dispenser to meet ADA requirements. Replace shutoff, supply lines, faucet, drain and trap.
 - k. Remove broken urinal, cap plumbing and texture and paint

Exterior -

3. Demo & Construction

- a. Cut deck back to roof supports as indicated on demo plan. Add landing and stairs, new 42" guardrail along entire deck and stairs, new handrail at stairs and pressure wash and stain deck and underside of roof structure. (see spec below)
- b. Pitch the roof at the front entry per detail on sheet A1. Install new metal roofing and all flashings necessary to make water tight. Install gutter and downspout.
- c. Install $\frac{5}{8}$ " osb on back deck roof and install new TPO roofing and transition strip and make water tight.
- d. Remove clerestory windows as indicated on plan sheet D1, infill opening, install weather barrier, extend roofing and tie into new transition strip, and patch stucco.
- e. Pressure wash exterior, patch stucco, Prime and Caulk. Patch and seal transition strip from stucco to roof membrane, apply 2 coats of Paint on complete exterior of building. (see spec below)
- f. Install new metal parapet cap at all parapets and seal joints.
- g. install metal caps on decorative beams at front wall and seal to wall.

Specified Products - like for like substitutes will be considered

- 2a. Interior Paint - Easy Care Ultra Premium (Walker True Value)
 - Ceilings - Flat white Bar Code:042909354211 EZF-1 White
 - Walls - Eggshell Sand Trap 8D3 item #226738 Bar Code:042909463852 EZ-1 White
 - Trim: Satin Porch Swing 8A15 item #226738 Bar Code:042909258915 EZSE-1 White
- 2e. Front Door - 3668TS100FL6916 3/6X6/8 full light flush steel insulated L hand inswing 6-9/16 bm db us10 (Walker True Value)
- 2f. Double Door - 6068TS100FL6916 6/0X6/8 full lite insulated steel door 6-9/16 bm db us10 (Walker True Value)
- 2g. Lighting - Halo 6-Pack 6-in Remodel or New Construction White Airtight Ic Baffle Canless Recessed Light Kit Item #1500775 Model #HLB6099FS1EMWR-6PK (Walker True Value)
- 2h. Carpet - Home and Office Industrial Loop 26 Steel Blade Berber/Loop Indoor Carpet (Model #LC53-12-L001) (Lowes)
 - Cove Base - Flexco Chocolate 0.08-in T x 4-in W x 1440-in L Vinyl Floor Base Item #1093187 Model #FC40C51P072 (Lowes)
 - Vinyl Plank - Style Selections Countrywide 4-2/5-mm T x 6-in W x 48-in L Waterproof Interlocking Luxury Vinyl Plank Flooring (27.39-sq ft/case) Item #1079315 Model #ED001 (Lowes)
- 2i. Counter Tops - 6 ft. L x 39 in. D Unfinished Birch Butcher Block Island Countertop in With Standard Edge Internet #319222045 Model #birch 6.17ft x 39in Store SKU #1007171278 (Home Depot)
- 3a. Deck Stain - Messmer's Natural Wood Finishes - Lakeside Brown MS-612-5 (Walker True Value)
- 3e. Exterior Paint - Easy Care Ultra Premium Exterior - 042909351647 Flat Color TBD (Walker True Value)

EXHIBIT B
Certificates of Insurance

See Next Page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Banasky Insurance Inc 891 Baxter Drive South Jordan UT 84095	CONTACT NAME: Dawn Norton PHONE (A/C, No, Ext): (801) 748-1009 FAX (A/C, No): (801) 748-0782 E-MAIL: Dawn@Banasky.com ADDRESS: Dawn@Banasky.com
INSURED Moab Construction Inc PO Box 633 Moab UT 84532-0633	INSURER(S) AFFORDING COVERAGE INSURER A: Owners Insurance Company NAIC # 32700 INSURER B: WCF Mutual Insurance Company 10033 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL2162831840 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		57887790	7/13/2022	7/13/2023	EACH OCCURRENCE	\$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
							MED EXP (Any one person)	\$	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
							PRODUCTS - COMP/OP AGG	\$	2,000,000
							Premises/Operations	\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		4888779000	7/13/2022	7/13/2023	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
							UNLIC	\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1300635	6/27/2022	6/27/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
							E.L. EACH ACCIDENT	\$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
A	Leased and Rented Equipment			57887790	7/13/2022	7/13/2023	Limit		300,000
							Deductible		1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of insurance subject to the terms and conditions of the policy.

CERTIFICATE HOLDER Grand County 125 E Center St Moab, UT 84532	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Dawn Norton/DEVANS <i>Dawn Norton</i>
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ACORD 25 (2014/01)
INS025 (201401)

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CONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS

1. The undersigned is the duly authorized agent for _____ (“**Contractor**”) and is authorized to grant, on Contractor’s behalf, the lien and claim waivers set forth herein.

2. Contractor has supplied or will supply laborers, machinery, tools, equipment, materials, and/or professional or skilled services (collectively, the “**Construction Work**”) to the real property described as follows:

Parcel 01-0B18-006 Approximately 59 N 200 E, Moab, UT (collectively, the “**Property**”).

3. Contractor, for all Construction Work, including but not limited to Improvements, each as defined by the Utah Preconstruction and Construction Lien Act at Utah Statute § 38-1A-101, *et seq.*, supplied through the date of _____, shall, upon receipt of \$ _____ (“**Payment**”):

(a) release, relinquish, and waive any and all rights to and claims for a mechanics’ lien, notice to disburser or verified statement of claim against the Property arising out of any work performed or furnished by the Contractor in connection with the Construction Work, any related Improvements, or the Property; and

(b) release the owner(s) of the Property and its lender, managers, members, owners, officers, directors, agents, employees, contractors, affiliates and related entities (collectively, the “**Releasees**”) from any and all rights of action, liabilities, judgments, damages, losses, liens, and claims of any other kind or nature arising out of any work performed, furnished, and/or agreed to by the Contractor in connection with the Construction Work, any related Improvements, or the Property.

4. Contractor warrants that it has paid (or will pay upon Payment) in full all of its laborers, subcontractors, materialmen, suppliers, and any others for all labor, machinery, tools, equipment, materials and/or professional or skilled services provided in connection with the Construction Work and the Improvements.

5. Contractor warrants that, following Payment, should any lien or claim be filed for labor, machinery, tools, equipment, materials, and/or professional or skilled services performed in connection with the Construction Work and Improvements, Contractor will defend, indemnify, and hold harmless the Releasees against such lien or claim and, in addition, immediately either (i) obtain settlement of any such lien or claim and furnish Owner with a written and full release of such lien or claim, or (ii) furnish the Owner a bond, for release of such lien pursuant to law.

NOTICE: This document waives rights conditionally. This document is enforceable against you if you sign it and once you have been paid.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF UTAH THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 20__.

Signature: _____

Company Name: _____

Printed Name: _____

Title: _____

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

Subscribed and sworn to before me this ____ day of _____,
20__, by _____ as _____ of _____.

Witness my hand and official seal.

(SEAL)

Notary Public