

AGREEMENT BETWEEN COOL COVERS AND WEBER COUNTY

This agreement is made and entered into between Cool Covers, a limited liability corporation organized and existing under the laws of the State of Utah, with its principal office located in Clearfield, Utah, ("Contractor") and Weber County, a body politic and political subdivision of the State of Utah ("Owner") and the Weber County Library Board.

RECITALS

WHEREAS, Owner owns the Ogden Valley Library Branch ("Library") located at 131 S 7400 E, Huntsville, UT 84317; and

WHEREAS, Owner desires to have work done at the Library and issued a solicitation pursuant to the county procurement code to procure a contractor to perform the work; and

WHEREAS, Contractor was selected to perform the work pursuant to the terms and conditions provided herein;

NOW THEREFORE, based upon the mutual promises and other good and valuable consideration, the parties agree as follows:

Article 1. Scope of Work

1.1 The Contractor shall furnish and install cordless roller shades on the bowery at the Library pursuant to the terms outlined in the bid documents which are attached hereto and made a part hereof ("Work"). Any terms or conditions in the bid documents that conflict with terms outlined in the body of this agreement shall be superseded by the terms in this agreement.

Article 2. Pricing

2.1 Owner shall pay Contractor the amount of \$33,080 for the satisfactory performance of the Work. Said amount is based on the amount set forth in Contractor's bid and includes all labor, materials, equipment, and any other items reasonably necessary for the proper execution and completion of the Work.

2.2 Contractor shall commence the Work within 60 days and complete the work within 75 days following the approval of this agreement.

10 to 12 hrs

Article 3. Contractor

3.1 Contractor shall perform the Work as an independent contractor and not as an employee or agent of Owner.

- 3.2 Contractor shall supervise and direct the Work using Contractor's best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this agreement.
- 3.3 Contractor shall provide and pay for all labor, expertise, materials, freight/delivery equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services reasonably necessary for the proper execution and completion of the Work.
- 3.4 Contractor shall enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not skilled in the task assigned to him.
- 3.5 Contractor warrants to Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with this agreement. All Work not so conforming to these standards may be considered defective.
- 3.6 Contractor shall keep the premises free from accumulation of waste materials and debris caused by Contractor's operations. At the completion of the Work, Contractor shall leave the Library in a neat and orderly condition.
- 3.7 Contractor shall correct any Work that fails to conform to the requirements of this agreement where such failure to conform appears during the progress of the Work and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of ten years from the date of completion of the Work.
- 3.8 Contractor agrees to guarantee all work under this agreement for a period of ten years from the date of completion. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the agreement, as reasonably determined by the Owner, then Contractor shall, when notified by the Owner, immediately place such guaranteed Work in a condition satisfactory to the Owner.
- 3.9 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be obtained and paid for by the Contractor. The Owner shall assist the Contractor in obtaining such permits and licenses. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner.
- 3.10 The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the performance of the Work. If the Contractor observes that drawings, specifications or other Contract documents are at variance with such laws, ordinances, rules and regulations, the Owner shall promptly be notified and, if necessary, an adjustment made to the contract time or contract price.

- 3.11 The Contractor shall make the work accessible at all reasonable time for inspection by the Owner. The Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's work.

Article 4. Indemnification

- 4.1 Contractor shall indemnify and hold harmless Owner and its agents and employees from and against any and all claims, damages, losses, liabilities, and expenses, direct or indirect arising out of or resulting from negligent acts or omissions of the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them.
- 4.2 The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor or other person or organization under worker' compensations act, disability benefit acts, or other employee benefit acts.

Article 5. Contractor's Insurance

- 5.1 Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor during the term of this contractor and for a minimum of one year following completion of the Work.
- (a) Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement.
 - (b) Commercial General Liability insurance with minimum combined single limits of \$500,000 each occurrence and \$500,000 aggregate. The policy shall be applicable to all premises and operations.
 - (c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$500,000 each occurrence and \$500,000 aggregate with respect to each of Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Work.
 - (d) Professional/Contractor Liability insurance with minimum limits of \$1,000,000 each occurrence and \$1,000,000 aggregate.

Article 6. Owner's Right to Terminate

- 6.1 Owner reserves the right to terminate this Agreement at any time, with or without cause. In the event of such termination, Contractor shall be compensated for all Work performed through the date of receipt of Owner's notice of termination.

Article 7. Miscellaneous

- 7.1 Severability. The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this agreement is held to be invalid, the parties shall replace the invalid provision with language that most closely meets the intent of the parties in agreeing to the invalid provision.
- 7.2 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 subsequently 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.
- 7.3 Governing Law. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.
- 7.4 Entire Agreement. This agreement represents the entire and integrated agreement between Owner and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Contractor.
- 7.5 Changes in the Work. The Work shall be subject to changes or additions, deletions or revisions by the Owner. The Contractor will be notified by receipt of written additions and/or revised drawings, specifications, exhibits or written orders. The Contractor shall not be obligated to perform changes in the work or additional work until the Owner has approved, in writing, any necessary changes to the Contract price and the Contract time.
- 7.6 Assignment of Rights. Neither Party to the agreement shall assign the agreement without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the agreement.
- 7.7 Survival. The representations, warranties, and indemnification obligations contained herein will survive the termination of this agreement.
- 7.8 Time. Time is of the essence of this agreement. The Contractor shall provide the Owner with a progress and completion schedule and shall conform to that schedule, including any changes to that schedule agreed to between the Owner and the Contractor or required by circumstances beyond Contractor's control.

WITNESS our signatures on this _____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott K. Jenkins, Chair

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

WEBER COUNTY LIBRARY BOARD

By  _____
Reed Spencer, Chair

COOL COVERS

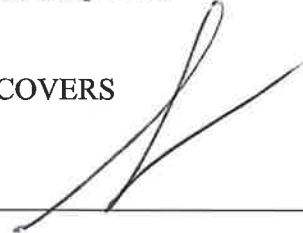
By  _____

EXHIBIT A



**Weber County Library System
Ogden Valley Branch Outdoor Learning Center
Open For Bid: *Exterior Roller Shades***

PART 1 – GENERAL

1.1 SCOPE/RELATED DOCUMENTS

- A. SUPPLIER: Furnish and install Cordless Roller Shades. All colors and measurements are to match existing locations and conditions. Contractor is responsible to field verify and submit shop drawings for approval.
- B. RELATED WORK SPECIFIED ELSEWHERE:

1.2 SUBMITTALS:

- A. PRODUCT DATA: Manufacturer's descriptive literature shall be submitted indicating materials, finishes, construction and installation instructions, and verifying that the product meets requirements specified. Manufacturer's recommendations for maintenance and cleaning shall be included.
- B. DRAWINGS AND DIAGRAMS: Wiring diagrams of any motorized components or units, working and assembly drawings shall be supplied as requested.
- C. SAMPLE: Responsible contracting officer or agent shall supply one sample shade of each type specified in this contract for approval. Supplied units shall be furnished complete with all required components, mounting and associated hardware, instructions and warranty. Contact manufacturer for attic stock requirements.

1.3 QUALITY ASSURANCE:

- A. SUPPLIER QUALIFICATIONS: Installer or agent shall be qualified to install specified products by prior experience, demonstrated performance, and acceptance of requirements of manufacturer, subsidiary, or licensed agent. Installer shall be responsible for acceptable installation.
- B. INSTALLER QUALIFICATIONS: Installer or agent shall be qualified to install specified products by prior experience, demonstrated performance and acceptance of requirements of manufacturer, subsidiary or licensed agent. Installer shall be responsible for an acceptable installation.
- C. UNIFORMITY: Provide Cordless Roller Shades of only one manufacturer for entire project

1.4 DELIVERY STORAGE AND HANDLING:

- A. Deliver roller shades in factory packages, marked with manufacturer, product name, and location of installation using same designations indicated on Drawings.
- B. Store roller shades in manner to prevent damage to materials, finish, and operating mechanisms.
- C. Handle and open boxes with care as to avoid cutting the shadeband or damaging the materials or operating mechanisms of cordless roller shade specifications.

1.5 PROJECT/SITE CONDITIONS:

- A. Prior to shade installation, bowery structure shall be complete;
- B. Wet work shall be complete and dry.

1.6 WARRANTY:

- A. 10-year warranty
 - B. Installer Warrants the product against original defects in materials or workmanship for 10 years from the date of purchase/install.
- OK

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain roller shades from single source from single manufacturer.

2.2 MOTORIZED OPERATED SINGLE ROLLER SHADES

A. BASIS OF DESIGN PRODUCT: EXTERIOR HEAVY-DUTY SOUTHWEST SUNCONTROL ROLLER SHADE

B. PRODUCT: Cordless Roller Shades with remote controlled motor operation.

C. MATERIALS:

1. FABRIC: Inherently antistatic, flame retardant, bacteria-resistance rated, fade and stain resistant, light filtering, room darkening, & blackout fabrics providing 0%-25% openness factors. Fabrics to be composed of polyester yarn, fiberglass yarn, Thermoplastic-Olefin, acrylic coating, vinyl laminates, vinyl coatings, or cotton, or a combination of those listed. Finish selected by architect or designer from manufacturer's full selection.

a. FABRIC NAME: SUNTEX

b. OPENNESS FACTOR: 10% Openness 90% UV Blockage

c. TYPE: 31% Polyester 69% Vinyl

d. WEAVE: Heavy-duty woven mesh

e. COLOR: Black

2. CONTROL SYSTEM: Motorized Premium Sense XQ5 Radio Motor with 5 Channels for Adjustment-free cordless roller shade and internal spring mechanism will allow for ease of lifting. Upper and lower limits can be set with ease by adjusting side mount controls within the headrail system.

3. ROLLER: Circular-shaped extruded aluminum tubes with thicker wall & ribs provide additional strength while locking into place the spring and end plug. 1.5" outside diameter extruded tube to have a 0.06" wall thickness providing strength & durability.

4. HEMBAR: Extruded aluminum flat bar, heat sealed and completely enclosed into a 1 1/2" pocket. Thicker fabrics may require external hembar.

5. MOUNTING HARDWARE: Manufacturer's standard universal spring-loaded mounting brackets consisting of nickel-plated, C1008/1010 cold rolled steel and polycarbonate plastic.

6. ADDITIONAL OPTIONS AVAILABLE: Cassette, Remote Operation, Side Channels, Cable Guide system, Sill Channels, Motorization, Fabric Wrapped Hembar, Dual Shades, Extruded Pockets, Reverse Roll.

2.3 FABRICATION

A. Shade measurements shall be accurate within $\pm 1/8$ " according to specifications established by Southwest Sun Control engineering standards. Fabricate shades without battens or seams to extent possible.

1. Railroaded Materials: Railroad material when fabric roll width is less than the required width of shade and where indicated. Provide battens and seams as required by railroaded material to produce shadebands with full roll-width panel(s) plus, if required, one partial roll-width panel located at top of shadeband.

PART 3 – EXECUTION

3.1 INSPECTION

C. Installer shall be responsible for inspection of jobsite, approval of mounting surfaces, verification of field measurements and installation conditions. Installation shall commence when satisfactory conditions are met.

3.2 INSTALLATION

A. Install roller shades level, plumb, and aligned with adjacent units according to manufacturer's written instructions.

B. Install shades with adequate clearance to permit smooth operation of the shades. Demonstrate shades to be in smooth, uniform working order.

3.3 PROGRESS OF THE WORK

The Contractor shall commence the work within sixty (60) calendar days and be complete within seventy-five (75) calendar days following receipt of agreement. The substantial completion date may be altered only by agreement of the Weber County Library representative and the contractor. For the purposes of a substantial completion shall occur when the work has been constructed to the point that only minor punch list items remain to be performed and the work can be used for the purpose for which it was intended.

10 to 12 wks J J

3.4 MAINTENANCE AND CLEANING:

A. Clean roller shade surfaces, after installation, according to manufacturer's written instructions. Clean shades with mild soap and water only, unless specified otherwise on fabric Cordless Roller Shade Specifications sheet. Do not use cleaning methods involving abrasives, solvents, heat or bleach. Do not use window cloths with paper content. Use of these methods, or methods banned on fabric specification sheet, or products that will void the warranty.

Department Signature
Title: Director
Date:

AND

Jason Horne
Purchasing Agent
Date:

OR

Matt Clements
Buyer II
Date:

COOL Vc COVERS
Home Improvement
 "Look Cool Stay Cool"
ALUMINUM BUILDERS

2753 Midland Drive • Ogden, UT 84401
 Phone: 801-866-4198
 coolcovers07@yahoo.com

Name Weber County Library Date 4/22/20
 Address _____
 City Hatchville State Ut. Zip _____
 Home Phone (801) 337 2619
 Work Phone () 2623606 webcpl.org

Job No. _____
6153
 Completion Date _____

We hereby propose to furnish the materials and perform the labor as follows:

Install 5 16X14 HD Deluxe Roller Shades.
 complete with. cable code system
 motorized with remote. Sarter 90
 Fabric. Extruded Aluminum Box
 Build cool beams 1/4" x 1/4" spec's.
 Install 1 8x14 same as above.
 Library to supply Electrical.
 5 16X 14
 1 8 x 14

Pole Size	
Pole Color	
Pole Type	
Trim Color	
Grd. Mtg.	
Mtg Point	
Panel Color	
Panel Type	
Gutter	
Steel Beam	
Pergola Ends	

Buyer agrees that if the purchase price of any part thereof is not paid strictly in accordance with the above terms, then any unpaid balance shall immediately become due and payable and seller may at its option enforce payment of the said balance plus the maximum legal rate of interest and reasonable attorney's fees and court cost, or may rescind this contract and enter into the premises and property of buyer without legal process and take possession of the above property and retain for the use thereof any monies theretofore paid, or in event of cancellation by purchaser before installation is made then seller may at his election charge purchaser 50% of contract price as liquidated damages in full settlement of damages caused by said cancellation. In the event of default on any of the provisions, the purchaser agrees to pay all the costs of enforcing the same, including a reasonable attorney's fee. Upon payment in full in accordance with the terms hereof, this shall vest in the buyer. Seller makes no express or implied representations or warranties concerning the above material excepting those expressly stated in writing in this contract, and seller particularly declines to represent or warrant as to the condition, materials, or the method or position of their placement or attachment to any structure conforming to or complying with any applicable law, ordinance, code, regulation, or specification. All alterations or modifications to the above specifications shall be made in writing and shall constitute a part of the contract. No alteration or modification from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

TOTAL	<u>33,080</u>
DEPOSIT	
BALANCE	

Respectfully Submitted: _____ Date _____

ACCEPTANCE OF PROPOSAL
 The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____ Date _____
 Signature _____ Date _____