

PURCHASING  
COPY

066051

CONTRACT # \_\_\_\_\_

**STATE OF UTAH CONTRACT**  
**(EDGE OF THE CEDARS STATE PARK)**

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

NATURAL RESOURCES 560 PARKS AND RECREATION referred to as STATE, and the following  
Agency Code Division

CONTRACTOR: HARLIN H. HARRISON, Sr.  
P.O. 310245  
Mexican Hat, UT 84531-0245

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
- Non-Profit Corporation
- For-Profit Corporation
- Partnership
- Government Agency

Harlin H. Harrison, Sr. (435) 739-4319  
Contact Person Phone Number

528400062  
Federal Tax ID#

88054B  
Vendor #

91039000000  
Commodity Code

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide janitorial services at Edge of the Cedars State Park.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on bid RX #560 54000000040 , FY 2005, Bid #RF5159, or a pre-approved sole source authorization from the Division of Purchasing #SS \_\_\_\_\_.
4. CONTRACT PERIOD: Effective Date: 6/15/2005. Termination Date: 06/14/21010, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any) None
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$11,750.00 for costs authorized by this contract. Additional information regarding costs: \_\_\_\_\_
6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions  
ATTACHMENT B: Scope of Work  
  
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attach. A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED.
  - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - b. Utah State Procurement Codes, Procurement Rules, and Contractor's response to Bid # RF5159, dated 06/01/2005.

IN WITNESS WHEREOF, the parties sign and cause the contract to be executed.

**HARLIN H. HARRISON, SR.**

Harlin H. Harrison, Sr. 7-12-05  
Signature Date

HARLIN H. HARRISON, SR.  
Type or Print Name and Title

**STATE - Division of State Parks & Recreation**

Stephen Clivie 7/22/05  
Agency's Signature Date

Jim Smith 7-15-05  
Region Manager Date

Dee Guess 7/22/05  
Contracts Analyst Date

Nodie Robert 7/22/05  
Budget & Acct Officer Date

Rosemary Frenchwood 7-29-05  
Div. of Purchasing Date

\_\_\_\_\_  
Div. of Finance Date

Teri Lyn Paul  
Agency Contact Person

(435) 678-2238  
Telephone Number

(435) 678-3348  
Fax Number

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

## ATTACHMENT B - SCOPE OF WORK

Edge of the Cedars State Park (Goosenecks) - Custodial Services.

Contractor (Harlin Harrison, Sr.) shall:

1. keep area clean and free of litter and garbage by picking up all ground litter, emptying trash cans, and removing ashes from fire grill, and hauling same to Mexican Hat Landfill.
2. maintain registration booth by keeping adequate supply of forms on hand and returned used forms to Edge of the Cedars State Park manager.
3. maintain and clean the vault toilet complex to keep in a sanitary and usable condition for the public.
4. replenish toilet paper, sweep floors and clean toilet seats.
5. visit area at least twice per week during the period of April 1 - October 31; and at least once per week during the period of November 1 - March 31 to complete above described work.
6. work under direction of and with Edge of the Cedars State Park manager or authorized representative on painting and other major maintenance projects at Goosenecks State Park, not to exceed eight (8) hours per month in addition to duties outlined above.
7. Comply with all federal, state and county laws, ordinances or regulations that are applicable to the area or operation relating to these services.