

**INVITATION TO BID
TETON COUNTY FAIR
CONSTRUCTION CONTRACT
Bid ID: 140224
Bid #: 2021-003**



Invitation to Bid for the set up and take down of the 2021 Teton County Fair. The construction contract shall start on Wednesday July 21st and end on Friday August 6th, 2021.

Notice is hereby given that Teton County, Wyoming (Owner) will receive sealed bids for the construction contract prior to **1:30 PM MDT on Tuesday May 11th** at the Teton County Fair Office, 305 W. Snow King Avenue (mailing address PO Box 3075) Jackson, Wyoming 83001 for the construction needs of the 2021 Teton County Fair.

The bid instructions and contract documents are available via hard copy at the Fair Office or online at www.publicpurchase.com or www.tetoncountyfair.com

No bids will be opened unless sealed and filed.

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by competitors outside of the state. W.S. §16-6-106.

The Owner reserves the right to reject any or all proposals and to waive informalities and irregularities in proposals.

END OF INVITATION

Publish: April 7th & April 14th

**2021 Teton County Fair
Construction Contract
Scope of Work
Bid ID: 140224
Bid #: 2021-003**



Responsibilities of the Construction Contractor for the Teton County Fair include, but are not limited to:

Wednesday July 21st:

- Take down horse stalls along back road and store out of the way.
- Stripe parking lot for camp trailers. Leave the spot in front the north gate clear for foot traffic entrance/egress onto the Fairgrounds.
- Set up Exhibit Hall – Arrange shelves, display racks, rods, tables, chairs and counters. Plug in extension cords (6) for fans. Make sure there are 2 ladders and 3 step stools and 6 fans. Make adjustment to barn doors to fit on new entrance way, hang flagging on exterior.
- Hang large banner on Rodeo Arena facing Snow King Avenue.
- Any other unforeseen responsibility considered incidental as deemed necessary by the Fair Manager or Fair Board.

Thursday July 22nd:

- Any other unforeseen responsibility considered incidental as deemed necessary by the Fair Manager or Fair Board.

Friday July 23rd:

- Haul wagon to the corner of Broadway & Flat Creek Drive. Repair as needed. Hang banners on wagon.
- Hang bunting and Teton County Fair banner in the Heritage Arena.
- Check all light bulbs with lift or ladder and replace as needed.
- Get list of bleachers from Parks & Rec. Report any damage to the Fair Manager.
- Move tables under the Crow's Nest for horse shows on Saturday and Sunday.
- Get jumps ready for the English horse show on Saturday in Rodeo Arena; repair as needed.
- Any other unforeseen responsibility considered incidental as deemed necessary by the Fair Manager or Fair Board.
- Available to help decorate and hang banners.
- Place 1-2 bleachers in front of Exhibit Hall for Open Class Dog Agility Show for the following day.

Saturday July 24th:

- Set up jumps for English Horse show on Saturday morning. Take down and put away when show is over.
- Make sure the Open Class Dog Agility group has 1-2 sets of bleachers, a 10' x 10' popup tent, 3-4 banquet tables and 10-12 chairs, trash cans and bags, access to the Exhibit Hall restrooms.
- Any other unforeseen responsibility considered incidental as deemed necessary by the Fair Manager or Fair Board.

Sunday July 25th:

- Place a table and 4-6 chairs down by the announcer's stand in the Heritage Arena.
- Turn N Burn will start at 8:00 AM in the Heritage Arena.
- Remove all equipment and materials from storage.
- Repair anything that needs repairing.
- Set up and place all items in appropriate place on the Fairgrounds.
- Set up Heritage Arena for Family Fun Night by 4:30 PM. Cut arena by 1/3 for "staging" and horse tie-up. Need 12 Pole bending poles, 6 cones, 4 barrels, gunny sacks, mail bags, chalk machine and chalk and stick horses.
- Heritage Arena panels and pens need to be organized and ready for setup.
- Horse show jumps and bridges, rabbit cages, umbrellas, signs, 4-H materials, flags, banners, parking bucks, hoses, water tanks, tarps, wagons, metal posts and 4-H lemonade stand.
- Flags, banners, lights and signs need to be placed in the appropriate area.
- Other miscellaneous items.
- Hang signs, banners, flags, lights and other decorations in arenas and around the Fairgrounds.
- Pick up bleachers from ballparks around town and put out where needed on the Fairgrounds, but not around the Grassy Arena.
- Any other unforeseen responsibility considered incidental as deemed necessary by the Fair Manager or Fair Board.

Responsibilities of Construction Contractor during the Teton County Fair set up (Monday July 26th - Sunday August 1st) include, but are not limited to:

Monday July 26th:

- Hang all fair sponsor banners and signs from upstairs storage. Flags out in arena and leave up FAIR rodeo sponsor signs. Make sure all banners are secure from the top to the bottom.
- Tables and chairs set-up in the Exhibit Hall for interview judging by 1:30 PM. Coordinate with the 4-H office 307-733-3087.
- Move picnic tables out under Big Top Tent and by vendor booths.
- Clean up and throw away any debris around the Fairgrounds.
- Put up parking ropes and barricades.
- Any other unforeseen responsibility considered incidental as deemed necessary by the Fair Manager or Fair Board.

Tuesday July 27th:

- Place obstacles on the baseball field for 4-H Horse Trail Class by 7:00 AM.
- Water and set up all 4-H livestock pens in the Heritage Arena. Contact 4-H Office for specific time at 307-733-3087.
- Set up rabbit pens and use saw-horses for displays.
- Set up fans for rabbit area.
- Hang dark curtains/poster board over the windows in the Heritage Arena to protect animals from intense sunlight and heat
- Immediately following rabbit pen setup, set up pens for poultry. Check with 4-H Office to see how many are needed 307-733-3087.
- Set up 2 tables in the Heritage Arena for the rabbit show before Tuesday night.
- Retrieve 4-H poster boards from storage space above the Fair Office and hang in Heritage Arena.

- Get all parking barricades, signs, etc., picnic tables with umbrellas to east and west entrances (Snow King and Flat Creek, Snow King and Millward).
- Any other unforeseen responsibility as deemed necessary by the Fair Manager or Fair Board.

Wednesday July 28th:

- Have livestock pens, pig water lines and show ring set up in Heritage Arena no later than 11:00 AM. Put wire mesh under the pig pens. Hang all animal banners. Hang wire above beef tie area for 4-H signs. Build alleyway from the pens to the scales by 10:30 AM for weigh-in.
- Build a show ring. Put shavings in show ring. Build some holding pens that can be accessed from the ring.
- Place 3 bleachers around ring plus chairs in front of the bleachers. Setup 3 tables for the announcers for the 4-H Office. Hang "Earl Hardeman" sign on announcer-stand.
- Wash racks need to be put up behind Heritage Arena no later than 10:00 AM.
- Put up beer stand awnings. Place 3 tables at each beer stand.
- Help Fair Board with booth vendor set up on the Grassy Arena.
- Barricade Flat Creek and Millward entrance. Set up parking barricades around carnival. (No through traffic between parking lots.)
- Any other unforeseen responsibility as deemed necessary by the Fair Manager or Fair Board.

Thursday July 29th:

- Have an extra table in the Heritage Arena by the announcer stand for ribbons.
- Place 2 tables by free stage and chairs on both sides of the stage (on grass).
- Check manure dumps, make sure manure and shavings are going into the dumps, and push it up if needed. Pull any trash from the manure and put in dumpster.
- Assist with Team Branding setup in Rodeo Arena i.e. dividing the length of the arena with panels and add a gate in the middle.
- Bring 2 tables and 8 chairs to the decks under the Crow's Nest for Team Branding.
- Make sure there are bleachers at the Mateosky Baseball Field for the 4-H dog shows.
- Place all Dog 4-H agility equipment at Mateosky Ballfield, along with 10' x 10' popup tent, 2 tables and 4-6 chairs.
- Remove gate and post from Heritage Arena, southwest corner to accommodate large portable bleachers from rodeo arena. These will be used to be used for 4-H Livestock Sale. This needs to be done 1:30 PM on Friday or prior to the start of 4-H shows that morning.
- Hang night event sponsor and title sponsor banner in Rodeo Arena and in a location that is highly visible to spectators i.e. Crow's Nest.
- Any other unforeseen responsibility considered incidental as deemed necessary by the Fair Manager or Fair Board.

Friday July 30th:

- Place adequate tables and chairs in Heritage Arena for beef show.
- After the Rodeo Arena is watered, groomed, rolled and the tent is setup, setup the sale ring, alleyways and holding pens. Setup must be done by 400 PM so the sale can begin promptly at 5:00PM.
- Hang night event sponsor and title sponsor banner in Rodeo Arena and in a location that is highly visible to spectators i.e. Crow's Nest.
- Put cones with "horse trailer parking only" up in the large parking lot late Friday night.
- Friday night, after livestock show, set up access on south side of Heritage Arena from west to east bay box.

- After livestock shows, remove pens from ring and prepare for auction. Remove all shavings and new bags of shavings for Friday auction, including shrinking the auction ring. Place 2 additional tables by announcers stand and at least 6 chairs.
- Any other unforeseen responsibility considered incidental as deemed necessary by the Fair Manager or Fair Board.

Saturday July 31st:

- Set up panels for the Team Sorting competition and have arena ready by 7:30 AM.
- Empty dumpsters behind the Lion's Club Breakfast tent.
- Take down 60' round pens after the Team Sorting has ended.
- Hang night event sponsor and title sponsor banner in Rodeo Arena and in a location that is highly visible to spectators i.e. Crow's Nest.
- Have supplies and be ready to chalk the start/finish line for the Hide Race.
- Any other unforeseen responsibility considered incidental as deemed necessary by the Fair Manager or Fair Board.

Sunday August 1st:

- Help set up trail class course Sunday morning poles, bridges and other obstacles in Mateosky Baseball Field. Take down when the event is over.
- Take down rabbit pens, livestock pens, and livestock sale ring and livestock lanes after 2:00 PM.
- Clean up shavings, hay, straw manure and trash.
- Hang night event sponsor and title sponsor banner in Rodeo Arena and in a location that is highly visible to spectators i.e. Crow's Nest.
- Help set up Figure 8' Races and help during race as needed.
- Help remove car debris after Figure 8 races and before the dirt is screened and returned to original condition.
- Any other unforeseen responsibility considered incidental as deemed necessary by the Fair Manager or Fair Board.

**Responsibilities of Construction Contractor after Fair - Take Down
(Monday August 2nd through Friday August 6th) include, but are not limited to:**

- Walk through the Heritage Arena and pick up trash. Make sure everything is put away then level arena.
- Do walk through of the Rodeo Arena. Pick up all trash and check for Figure 8 parts and level arena.
- Take down all banners and neatly roll and put back in upstairs storage space above the Fair Office.
- Clean and put away picnic tables from Grassy Arena. Move bleachers.
- Restore Exhibit Hall to its original state.
- Put everything away that was taken out.
- Do a walkthrough and make sure that everything is secured and safely put away.
- Make sure all indoor arena panels are securely fastened back in their original areas.

In addition, Construction Contractor shall:

- Be responsible for all other incidental Fair construction.
- Be responsible to have at least one supervisor on-call 24 hours per day throughout event period.
- Be responsible to provide all equipment and supplies required to fulfill contract. Suggested equipment and tools that may be required include, but are not limited to:

One (1) forklift	
One (1) Grad-All, 8000lb or more all-terrain extended reach	
Skid Loader with bucket and fork attachment	
Two (2) pick-up trucks	
One (1) Loader	One (1) flatbed trailer
All fuel required for the equipment	Cordless drills
Skill saws	Table saws
Rakes	Saw horses
Ladders	Electrical cords
Sledge hammers	Post pounders
All hand tools	Shovels

All bidders are to be insured, carrying no less than \$1,000,000 in liability insurance and must name Teton County as an additional insured. Proof of insurance will be required at the time the contract is signed.

If interested, please submit a written sealed bid to the Teton County Fair Board by 1:30 PM on Tuesday May 11th. Mail to PO Box 3075, Jackson WY 83001 or hand deliver to 305 W. Snow King Avenue.

INSTRUCTIONS TO BIDDERS

OWNER:

Teton County Fair Board
PO Box 3075
Jackson, WY 83001



CONTACT PERSON:

Rachel Grimes
PO Box 3075
305 W. Snow King Ave
Jackson, WY 83001

PROJECT:

Construction Contract for the 2021 Teton County Fair

To be considered, bids must be made in accordance with these 'Instructions to Bidders'

1. **OBTAINING DOCUMENTS**

Bidders may obtain one (1) set of 'Instruction to Bidders' and 'Contract Documents' from www.publicpurchase.com www.tetoncountyfair.com or at the Teton County Fair Office, upon request with no charge.

2. **EXAMINATION OF DOCUMENTS AND SITE**

Bidders shall carefully examine the documents and the sites to obtain first-hand knowledge of existing and local conditions. Contractors will not be given extra payments for conditions, which can be determined by examining the site and documents.

3. **RESOLUTION OF DISCREPANCY**

Submit all questions about the job online at www.publicpurchase.com. All questions will be answered on the same sight for all parties to review. The Owner will not be responsible for oral clarification. Questions received less than six (6) days before the bid opening cannot be answered.

4. **BASICS OF BIDS**

A. Types of Bids: The Owner invites bids as follows and as hereinafter described:

Bids for providing all labor, equipment and services necessary to perform all work required pursuant to the 'Scope of Work' attached hereto, as intended by the 'Contract Documents' and further detailed in the 'Bid Proposal.' The bidder must submit a bid for the entire package.

B. BIDDING PROCEDURE:

1. Bids for the project will be received up to but no later than the time hereinafter noted and at the time will be publicly opened and read aloud.

Time: 1:30 PM MDT on Tuesday May 11th, 2021

Place: Teton County Fair Office
305 W. Snow King Ave.
PO Box 3075
Jackson, Wyoming 83001

2. Bid shall include all labor, equipment and services necessary to perform all work as stated in the 'Scope of Work'.

5. PREPARATION OF BIDS

- A. To be entitled to consideration, bids must comply with the following instructions: bids shall be submitted on the form provided at the end of these instructions and all blank spaces in the form shall be filled. Discrepancies between the sum of any column of figures and correct sum thereof will be resolved in favor of the correct sum. Discrepancies between the words and figures will be resolved in favor of the words. The signature shall be in longhand the complete form shall be without interlineations, alterations or erasures.
- B. Bid must give full firm name and address of bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS OR HER FIRM IN A CONTRACT.
- C. Bidder must complete with their bid the requested names of subcontractors or organizations proposed for the portions of the work and as listed on the proposal form.

6. IDENTIFICATION & SUBMITTAL OF BID

Each bid must be addressed to the Owner in an opaque sealed envelope bearing on the outside the name of the bidder, their address, and the name of the project for which the bid is submitted.

7. MODIFICATION & WITHDRAWAL OF BID

- A. Modifications of bids already submitted will be considered if received prior to time of the opening. Modifications, if not explicit and if in any case subject to misinterpretation, shall make the bid so modified or amended subject to rejection. Modifications may be submitted by facsimile but must be confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter provided further that the Owner may, at their discretion, waive failure of the bidder to so confirm such modification.
- B. Any bidder may withdraw their bid at any time prior to the scheduled closing time for the receipt of bids, but no bid shall be withdrawn for a period of thirty (30) days after the scheduled time for receipt of bids.

8. DISQUALIFICATION OF BIDDERS

The Owner may make such investigations as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

9. OPENING OF BIDS

Bids will be opened as stated in the 'Invitation to Bid' and in the preceding paragraphs. Bids received prior to the time of opening will be securely kept and unopened. The Fair Manager and/or a Fair Board member, whose duty it is to open them, will decide when the time specified has arrived, and no proposal received thereafter will be considered.

10. AWARD OF CONTRACT

The Owner reserves the right in awarding contracts to consider the competency, responsibility and suitability of the bidder, as well as the amounts of the various bids, contracts therefore will not necessarily be awarded to the low bidders. The Owner further reserves the right to accept or reject alternates in any order or combination, to accept or reject any bid on any section or all sections as stated in the specifications, to waive any irregularities or informalities and to award contracts in the best interest of the Owner.

11. POST BID INFORMATION

- A. Upon request by the Fair Manager, the low bidder or bidders shall within three (3) days thereafter submit the following:

1. A statement of costs for each major item or work included in the bid. Statement shall include hourly labor and equipment rates, estimated hours per task, estimated subcontractor costs, and estimated materials/supplies cost.
 2. A designation of the work and tasks to be performed by the bidder with their own forces.
 3. A list of names and tasks of the subcontractors or other persons or organizations proposed for the principal portions of the work.
- B. The bidder will be required to establish to the satisfaction of the Fair Manager and the Owner the reliability and responsibility of the proposed workers of the bidder and subcontractors to furnish and perform the work.
- C. Subcontractors and other persons and organizations proposed by the bidder and accepted by the Owner and the Fair Manager must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Fair Manager.

12. EXECUTED CONTRACT

Simultaneously with delivery of the executed contract, the contractor shall furnish within seven (7) days insurance certificates, and other required documents.

13. LENGTH OF CONTRACT

The work to be performed under this contract shall commence, per the 'Scope of Work', on Wednesday July 21st and end on Friday August 6th, 2021.

BID FORM

**TETON COUNTY FAIR
TETON COUNTY, WYOMING
BID FOR
CONSTRUCTION CONTRACT**

Proposal of _____
(Bidder)

(Address)

(City) (State) (Zip)

OWNER: Teton County Fair, Wyoming
P.O. Box 3075
Jackson, Wyoming 83001

BID OPENING DATE: 1:30 PM MDT on Tuesday May 11th, 2021

BID OPENING LOCATION: Teton County Fair Office
305 W. Snow King Avenue
Jackson, WY 83001

This bid is for the construction services of the 2021 Teton County Fair owned and operated by Teton County, Wyoming, a duly organized county of the State of Wyoming.

The undersigned, hereinafter referred to as bidder, hereby proposes to furnish all machinery, tools, and equipment, and perform all labor necessary to complete the work described below, in accordance with the 'Scope of Work' for the prices set forth in the following schedule.

BID PROPOSAL: Bidder agrees to perform the work described in the 'Scope of Work' as follows:

SUBCONTRACTORS:

Company Name	Contact	Contact Information
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bid

Includes the performance of work as detailed in the 'Scope of Work.'

TOTAL BID PRICE \$ _____

WORDS

The Bidder hereby covenants and agrees as follows:

The Bidder is the only person or party interested in this bid, and that this bid is made without collusion with any person, firm or corporation. That the bidder has carefully examined the 'Bid Instructions' and 'Contract Documents' governing the work included in this bid and has inspected the site of the work and fully understands the physical conditions under which the work must be performed.

To execute a contract covering the work.

That Teton County reserves the right to reject any or all proposals, and to waive informalities and irregularities in proposals. The bidder understands and agrees that Teton County may elect to award the bids based on the finding of the Fair Manager that Teton County Fair's construction needs will be better served.

CERTIFICATION OF NON-COLLUSION BIDDING

That by submission of this bid, each bidder and each person signing on behalf of any bidder, certifies as to their own organization, under penalty of perjury, that to the best of their knowledge and belief.

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement with any other bidder, or with any competitor for the purpose of restricting competition.

Unless required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed and shall not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to opening of bids.

No attempt has been made or shall be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid will not be considered for award, nor will any award be made where there has not been compliance with above. If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement, which sets forth in detail the reasons why the certification cannot be made. Where above has not been complied with, the bid will not be considered for award, nor will any award be made unless Teton County, Wyoming determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured; or has informed prospective customers of proposed or pending publication of new or revised price lists of such items; or has sold the same items to customers at the same prices being bid, does not constitute a disclosure within the meaning of above.

The bid made to Teton County, Wyoming shall be deemed to have been authorized by the Board of Directors of the bidder. Such authorization shall be deemed to include the signing and submission of bid, and the inclusion therein of the certificate as to non-collusion on the part of the corporation.

The signers of this bid hereby tender to Teton County, Wyoming this sworn statement that the named contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive bidding in connection with this bid.

CERTIFICATION OF NON-DISCRIMINATION

The bidder hereby certifies that all persons employed by their firm, their affiliates, subsidiaries, or holding companies are treated equally by their firm without regard to or because of race, religion, ancestry, national origin or sex as required by Federal and State anti-discrimination laws. The bidder further certifies and agrees that it will deal with subcontractors, bidders, or vendors without regard to or because of race, religion, ancestry, national origin, or sex. Violation of this certification may constitute a material breach of contract upon which Teton County, Wyoming may determine to cancel, terminate, or suspend the contract as per the provisions of the State of Wyoming Executive Department Executive Order 1976-6.

By signing this bid, the bidder signifies that they have complied with the provisions of "CERTIFICATION OF NON-COLLUSIVE BIDDING and CERTIFICATION OF NON-DISCRIMINATION," as they apply to this project.

ADDENDA

The bidder hereby acknowledges receipt of the following addenda:

<u>Addenda No.</u>	<u>Date</u>
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FAILURE TO COMPLETE THIS FORM IN ITS ENTIRETY BY THE BIDDER WILL RESULT IN THE ENTIRE BID BEING CONSIDERED IRREGULAR AND MAY BE REJECTED BY TETON COUNTY, WYOMING.

Authorized Official of Bidder

Title

Date

Having been first duly sworn on oath deposes and says that statements made on the CERTIFICATION FOR FREE COMPETITIVE BIDDING are true, and I also hereby certify that I have the authority to submit this bid.

(Name of Person, Firm, Association or Corp.)

Subscribed in my presence and sworn to before me this ___ day of _____, 2021.

(SEAL)

Notary Public

My commission expires: _____

BID PROPOSAL EXECUTION CHECKLIST

BIDDERS ARE ENCOURAGED TO USE THE FOLLOWING CHECKLIST WHEN PREPARING THEIR BID.

<u>ITEMS TO COMPLETE</u>	<u>COMPLETED</u>
Bid Price Included	()
Is your bid signed and dated?	()
If this is a joint bid? If so, have both parties signed the bid?	()
Is the bid notarized?	()

GENERAL REQUIREMENTS

I. General

A. INSURANCE

1. The Contractor shall procure, pay for and maintain in full force and effect during the course of the performance of the contract, and in the case of products and completed operations coverage, for a period of one year thereafter, the following minimum insurance coverage:
 - a. Workers' Compensation and applicable Federal – liability limits as per State Statute and applicable Federal if required;
 - b. Commercial General Liability Insurance, including coverage for personal injury, bodily injury and property damage, for contractual liability, for products and completed operations – liability limits of \$500,000.00 each occurrence and \$1,000,000.00 aggregate;
 - c. Automobile liability insurance on all automotive equipment owned, non-owned and hired – liability limits of \$1,000,000.00 per occurrence.
2. Insurance certificates evidencing that the above insurance is in force with companies acceptable to Teton County, Wyoming in the amounts required, and naming Teton County, Wyoming as an additional insured with respect to the project on all policies shall be submitted to Teton County, Wyoming prior to the execution of the contract. In addition to the normal information provided on the Insurance Certificate, the certificate shall specifically provide that:
 - a. The coverage will not be modified except upon 30 days prior written notice to Teton County, Wyoming;
 - b. The Contractor shall provide Teton County, Wyoming with copies of the actual insurance policies with the signed contract;
 - c. The insurance certificate shall be issued by an agent duly licensed to practice in the State of Wyoming.

B. INDEMNIFICATION

The Contractor shall indemnify and hold harmless Teton County, Wyoming and its representatives, agents and employees from all claims, damages, losses and expenses, including but not limited to reasonable attorney's fees, which are attributable to or are the result of a negligent or otherwise wrongful act or omission, including breach of a specific contractual duty of the Contractor or the Contractor's subcontractors, agents, employees, delegates, suppliers, or anyone acting on behalf of the Contractor.

C. NONDISCRIMINATION

The Contractor will not discriminate against any employee or job applicant on the basis of any legally protected category of individual, including but not limited to, race, color, religion, national origin, sex, age or disability with respect to any benefit or condition of employment including, but not limited to, hiring, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and benefits, and selection for training, including apprenticeship.

D. SAFETY

- The Contractor is responsible for taking all reasonable safety precautions to prevent injury or death to persons or damage to property. Their obligations extend to protection of all employees on the work site and all persons who may be affected by the work in any way. Protection of property including the work and all materials and equipment to be incorporated into it, whether in storage on or off the site, under the care, custody or control of the contractor or any person or entity for whom the Contractor is responsible. In addition, protection of property includes other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.
- The Contractor shall ascertain and comply with all requirements to give notices and shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property on their protection from damage, injury or loss, relating to safety and health for the cleaning industry. The Contractor shall ascertain the requirements for and shall erect and maintain, as required by law and/or existing conditions, all reasonable safeguards or safety and protection, including but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent property.
- If the work involves any ultra-hazardous activities or the use or storage of cleaning chemicals or other hazardous materials or equipment, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified and licensed personnel. Contractor shall comply with all applicable local, State, and Federal safety standards and laws. Contractor shall maintain an MSDS (Material Safety Data Sheet) file that is readily accessible to all employees.
- Any and all damage or loss to any property caused in whole or in part by the Contractor or any person or entity for whose performance the Contractor is responsible shall be promptly remedied at the expense of the Contractor.

II. SUBCONTRACTORS

A. SUBLETTING OF CONTRACT

The Contractor shall submit to the Owner his list of proposed subcontractors, inclusive of company name, owners name and contact information with the signed contract. Changes in subcontractors shall be submitted in writing to owner and be subject to Owner's review and approval.

B. SUBCONTRACTORS

The Contractor shall be responsible to Teton County, Wyoming for the acts and omissions of all their employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor. No subcontractor will be recognized as such, and all persons engaged in the work of the construction services will be considered as employees of the Contractor and he will be held responsible for their work, which shall be subject to the provisions of the contract. Nothing contained in the 'Contract Documents' shall create any contractual relationship between any subcontractor and Teton County, Wyoming. It is further understood that Teton County, Wyoming will have no direct relations with any subcontractor. The Contractor shall handle any necessary relations between Teton County, Wyoming and a subcontractor.

III. CONTRACT DOCUMENTS

A. ERRORS OR OMISSIONS IN THE CONTRACT DOCUMENTS

1. The 'Contract Documents' are to be thoroughly reviewed and examined by the Contractor and any error, inconsistency or omission discovered as a result of this review shall be reported in writing to Teton County, Wyoming. The reporting of any such error, inconsistency or omission by the Contractor to Teton County, Wyoming shall relieve the Contractor of any liability resulting from any such error, inconsistency or omission. Performance of any portion of the work without 'Contract Documents' shall be at the Contractor's sole risk.
2. Should it appear that the work intended to be described, or any of the matters relative thereto, are not sufficiently detailed or explained in the specifications, the Contractor shall apply to the Owner for such further explanations as may be necessary and shall conform to the same as far as they shall be consistent with the original documents. In the event of any questions arising with respect to the true meaning of the specifications, reference shall be made to the Owner whose decision shall be final and conclusive. In no case shall any work be preceded with uncertainty.

The contract work shall be based on the "standard."

B. CHANGE ORDERS

1. Without invalidating the contract, Teton County, Wyoming may order changes in the work within the general scope of the contract, consisting of additions, deletions or other revisions, with the contract sum and/or schedule being adjusted accordingly, if necessary. All such changes in the work must be authorized by a 'Change Order' prior to commencing the work and must be performed in accordance with the 'Contract Documents.' A 'Change Order' signed by the Contractor evidences their agreement with a 'Change Order,' including, but not limited to, any adjustment in the contract sum and/or schedule included in the 'Change Order.'
2. A 'Change Order' may result in an increase, decrease or no change in the amount of the contract. If Teton County, Wyoming and the Contractor cannot agree on the cost of a change, the Contractor, upon receiving a written order signed by Teton County, Wyoming, shall promptly proceed with the work involved. Thereafter, Teton County shall determine the cost of the change based on the reasonable expenditures and savings of those performing the work and attributable to the change, including a reasonable allowance for overhead and profit. The Consultant's determination shall be final.

IV. PROJECT SITE

A. USE OF THE PROJECT SITE

The Contractor shall not unreasonably encumber the site with their materials or equipment and shall confine their operations as directed by Teton County, Wyoming and by the 'Contract Documents.' The Contractor shall not execute the work in such a manner as will, in the opinion of Teton County, Wyoming, hinder, interfere with, disturb, or delay the operation of Teton County, Wyoming at the site.

B. CORRECTING DEFECTIVE WORK

All defective material, equipment or work, whether observed before or after substantial completion and whether or not then fabricated, installed or completed, shall be promptly corrected by the Contractor. The Contractor shall be responsible for correcting such defective material, equipment or work, including compensating Teton County, Wyoming for losses incurred as a result of the defect. If the Contractor fails to correct defective material, equipment or work, Teton County, Wyoming may correct it at the expense of the Contractor. Teton County, Wyoming may deduct this expense from any monies due under the contract or, if the cost of correcting the defects exceeds the amount due to the Contractor under the contract, may bring suit against the Contractor for the excess. Contractor agrees to pay the reasonable cost of such a suit, including attorney's fees, if Teton County, Wyoming prevails in whole or in part upon its claim.

V. PROJECT SCHEDULE AND PAYMENTS

B. SUSPENSION OF WORK

Teton County, Wyoming may order the Contractor, in writing, to suspend all or any part of the work for a period of time as Teton County, Wyoming may determine to be appropriate for its convenience. If any part of the work is suspended, the Contractor's schedule for completion of the work shall be adjusted accordingly.

C. TERMINATION

Teton County, Wyoming may, by written notice to the Contractor, terminate this contract in whole or in part at any time, for convenience or because of the failure of the Contractor to fulfill its contractual obligations. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected and shall deliver to Teton County, Wyoming all documents, samples, and submittals. Upon termination all supplies, materials, and equipment supplied by Teton County to the Contractor shall be returned to Teton County.

