

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
(AQUA ENGINEERING)**

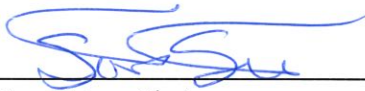
Agreement made this 16th day of November, 2020, by and between Tooele County, a body politic of the State of Utah, ("County"), and Aqua Engineering (Contractor"), for the provision of engineering services.

1. **Services.** Contractor agrees to perform engineering services on behalf of County. Contractor is an independent contractor subject to administrative supervision by the County Manager.¹ Contractor shall, during all duty periods, devote its time, skill and best efforts to the duties required by County. Contractor will not engage in any other business or sideline during such periods that would interfere with any of the duties of this agreement. Except as provided above, Contractor will willingly obey all rules, regulations and special instructions given by the County Manager.
2. **Compensation.** As compensation for services performed by Contractor, County shall pay Contractor according to the rate schedule attached as Exhibit A. Contractor shall provide an itemized invoice to County at the end of each calendar month in which services are provided by Contractor. County shall pay each invoice within 30 days of receipt. Compensation paid pursuant to this agreement includes monies for Contractor's materials, supplies, equipment, cell phone usage, mileage, travel, overhead, and all other incidental costs or expenses incurred by Contractor. Contractor has no expectation of any additional remuneration. Contractor is solely responsible for FICA, federal income tax, state income tax, and other similar obligations. Contractor is not entitled to any benefit or compensation not specifically stated in this agreement.
3. **Initial Term and Subsequent Terms.** The initial term of this agreement shall begin on November 1, 2020, and shall terminate on December 31, 2021. During the 60 days prior to December 31, 2021, the parties may extend this agreement for an additional calendar year by written addendum. Following that practice, this agreement may be extended annually through December 31, 2025, but may not be extended beyond that date.
4. **Termination.** Either party may terminate this agreement for any reason, at any time, upon 60 days' written notice to the other party. Upon termination, County shall pay Contractor for all services rendered to the date of termination. County may, however, withhold monies from such payment if Contractor has outstanding obligations owed to County.

1 Tooele County is in the process of changing from a commission form of government to a council-manager form of government. As used in this agreement, the term "County Manager" shall mean the county commission until January 1, 2021, then the interim county manager, and then the county manager.

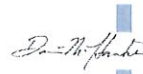
5. Amendment. This agreement may only be modified, amended, or supplemented upon written agreement of the parties.
6. Assignment. Contractor may not assign this agreement, but may, in the event of emergency or conflict of interest, assign specific matters to another qualified engineer. Each such assignment shall require the prior written or oral consent of the County Manager.
7. Entire Agreement. This document constitutes the entire agreement between County and Contractor. All other agreements, promises and representations, other than those contained herein, are expressly revoked, as it is the intention of the parties to provide for a complete integration within the provisions of this document.
8. Severability. The unenforceability, invalidity, or illegality of any provision of this agreement shall not render the other provisions unenforceable, invalid, or illegal.
9. Force majeure. Neither party shall be responsible for delay or default caused by fire, riot, acts of God, pandemic and/or war that is beyond that party's reasonable control.

TOOELE COUNTY:



Tom Tripp, Chair
Tooele County Commission

AQUA ENGINEERING:



Date:
2020.11.19
10:02:13-07'00'

Darin Hawkes
Principal

APPROVED AS TO FORM:



Colin Winchester
Deputy Tooele County Attorney

ATTEST:



Marilyn K. Gillette
Tooele County Clerk

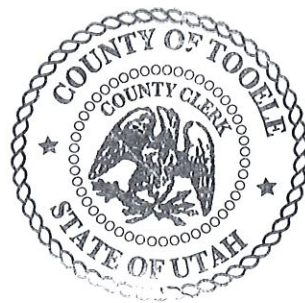


EXHIBIT A

AQUA Engineering | Municipal Engineering

Senior Principal ENGINEER	\$130/hr
Principal ENGINEER	\$125/hr
Project ENGINEER III	\$120/hr
Project ENGINEER II	\$115/hr
Project ENGINEER I	\$95/hr
Planner	\$90/hr
CAD Designer III	\$90/hr
CAD Designer II	\$80/hr
CAD Designer I	\$75/hr
Clerical	\$55/hr
Const. Management Specialist	\$100/hr
On-Site Construction Inspection	\$85/hr

Reimbursable Expenses Schedule

Direct expenses will be charged at actual cost plus 10% for handling and insurance. Reimbursable (direct) expenses may include, but are not limited to:

Additional outside professional services provided beyond those stipulated in the scope of work; Additional copies of reports, drawings, etc. beyond those stipulated in the scope of work; Postage, courier fees, and shipping; Project vehicle mileage (which will be charged at the current IRS rate); Owner-approved, project-related purchases; Project business meals and lodging; Resident project engineer equipment and rental; and Printed Photos.

