

**REMOVAL OF EXISTING FENCE AND INSTALLATION OF NEW FENCE
AT DESERET PEAK COMPLEX ARENAS
INTEGRITY FENCE USA, L.L.C.**

AGREEMENT dated this 27th day of September, 2022, by and between Tooele County, a political subdivision of the State of Utah ("Owner"), and Integrity Fence USA, L.L.C. ("Contractor").

The parties hereby mutually agree as follows:

1. Contractor shall: (a) furnish all labor and equipment; (b) furnish and deliver all materials not specifically identified as to be furnished by Owner; (c) remove existing vinyl fence and install new chain link fence with slats; and (d) do and perform all other tasks required by Contractor's bid, the project plans and specifications, and other documents included in the Request for Proposal.
2. Contractor shall obtain all necessary permits and licenses at Contractor's expense.
3. As payment in full, County agrees to pay to Contractor the amount of \$32,600.50 after completion and upon acceptance by County.
4. Contractor covenants and agrees that all work and labor shall be done and performed in the best and most workmanlike manner and in strict conformity with Contractor's bid, the project plans and specifications, and other documents included in the Request for Proposal. Said plans and specifications, the Request for Proposal, and Contractor's bid are hereby made a part of this Agreement as though they had been set forth herein.
5. Contractor shall begin the work on or before November 14, 2022 and shall complete the work no later than 90 days later.
6. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.
7. Commencing immediately and continuing until completion, Contractor shall communicate with County Director of Parks & Recreation Corey Bullock at least once each week to discuss percentage of completion, expected completion date, impediments to timely completion, etc.
8. Time is of the essence. Delay caused by Contractor's lack of completion may result in significant cost to County. Therefore, as liquidated damages, County may deduct from the contract price up to \$100 per day for each day Contractor exceeds the work completion deadline.

9. Contractor and County shall complete a final punch list, and Contractor shall complete all items on the punch list within 14 days.

10. Contractor shall indemnify and hold harmless County and its officers and employees from and against all claims arising out of or related to Contractor's obligations pursuant to this Agreement.

11. Additional work and deviations from the project plans and specifications shall require written change orders which must be approved in advance by both parties.

12. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.

13. This Agreement and the documents specified in paragraph 4 above constitute the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document.

14. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

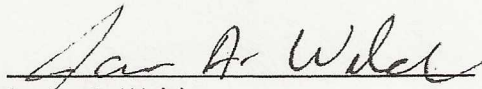
15. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives. However, neither party may assign its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

16. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including a reasonable attorney's fee, which may be incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.

17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

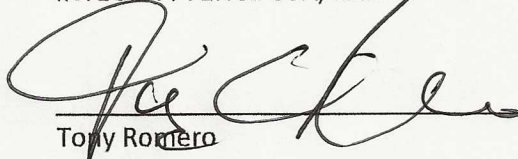
18. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

TOOELE COUNTY:



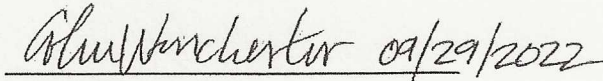
James A. Welch
Tooele County Manager

INTEGRITY FENCE USA, L.L.C.:



Tony Romero
Member

APPROVED AS TO FORM:



Colin Winchester
Deputy County Attorney



Tooele County Council Agenda Item Summary

Department Making Request:

Parks & Recreation

Meeting Date:

September 27, 2022

Mark Options That Apply: Grant
1 time Contract
1 yr. or less Purchase*Exp date: Feb 2, 2023* Grant
With County Match Contract
*More than 1 yr.**Exp date: _____***Budget Impact:** In Budget Over BudgetAmount of Contract, Service, Grant: \$ 32,600**Item Title:** Replace fence around Pavilion at Deseret Peak*Please answer the who? what? when? why?*

Tooele County Parks and Recreation was awarded a grant of \$10,000 to replace fence at the Pavilion at Deseret Peak. The remaining amount of the cost is coming at of Deseret Peak operations budget in order to finish the project. Integrity Fence was selected as the lowest bidder on the project.

List who needs copies when approved: