

**LOT OPERATIONS STUDY AND FACILITY DESIGN  
AT TOOELE COUNTY ROAD DEPARTMENT FACILITY  
ENSIGN ENGINEERING AND LAND SURVEYING**

**AGREEMENT** dated this 17th day of January, 2023, by and between Tooele County, a political subdivision of the State of Utah (“Owner”), and Ensign Engineering and Land Surveying (“Contractor”).

The parties hereby mutually agree as follows:

1. Contractor shall: (a) provide the design for the civil infrastructure in and around the existing 16,500 square foot steel building located at the Tooele County Road Department Facility in Tooele, Utah; (b) provide a specifications booklet and bid documents for contractors to bid the project; (c) once the bid process is complete, work with the county and the successful bidder to manage construction of the project; 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. As payment in full, County agrees to pay to Contractor the amount of \$75,531 after completion and upon acceptance by County.
3. 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.
4. Contractor shall begin the work on or before February 28, 2023 and shall complete the work no later than 90 days later.
5. 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.
6. Commencing immediately and continuing until completion, Contractor shall communicate with Road Department Director Jed Bell at least once each week to discuss percentage of completion, expected completion date, impediments to timely completion, etc.
7. 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.

8. Contractor and County shall complete a final punch list, and Contractor shall complete all items on the punch list within 14 days.
9. 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.
10. Additional work and deviations from the project plans and specifications shall require written change orders which must be approved in advance by both parties.
11. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.
12. 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.
13. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
14. 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.
15. 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.
16. 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.
17. This Agreement shall be interpreted and enforced according to the laws of the State of Utah.

X  
X  
X  
X

TOOELE COUNTY:

ENSIGN ENGINEERING AND LAND SURVEYING:

James A. Welch 1/25/2023  
James A. Welch  
Tooele County Manager

Jacob M. Clegg  
By: JACOB M. CLEGG  
Title: PRINCIPAL

APPROVED AS TO FORM:

Colin Winchester 01/24/2023  
Colin Winchester  
Deputy County Attorney