

**JACOB CITY FIRE RECOVERY SERVICES – PHASE 2
ENGLAND CONSTRUCTION LLC**

AGREEMENT dated this 11th day of July, 2023, by and between Tooele County, a political subdivision of the State of Utah ("Owner"), and England Construction LLC ("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; and (c) do and perform all other tasks required by Contractor's bid, the project manual, and the engineered drawings.
2. Owner shall obtain all necessary permits and licenses at Owner's expense.
3. As payment in full, County agrees to pay to Contractor the amount of \$369,846 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 manual, the engineered drawings, and other documents included in the project manual. Those documents 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 August 31, 2023, 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 Tooele County Emergency Services Director Bucky Whitehouse 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 \$400 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.

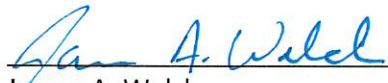
17. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

19. County is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act ("the Act"), Title 63G, Chapter 7, Utah Code. County does not waive any procedural or substantive defenses or benefits provided or to be provided by the Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by County under this Agreement are expressly limited to the amounts identified in the Act.

20. Contractor is not currently engaged in a boycott of the State of Israel and will not engage in a boycott of the State of Israel for the duration of this Agreement. Contractor is not currently engaged in a boycott action targeting a company that: (a) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (b) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (c) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (d) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. Contractor shall notify County in writing if Contractor begins to engage in such a boycott and acknowledges that such notice may be grounds for termination of this Agreement.

TOOELE COUNTY:



James A. Welch
County Manager

ENGLAND CONSTRUCTION LLC:

Dustin England
Title: _____

APPROVED AS TO FORM:



Colin Winchester
Deputy County Attorney