

1. Introduction

- Parties Involved: This contract ("Contract") is entered into on February 26, 2024 by and between Samuel Clegg Construction LLC located at 2894 N Bronzewood Circle, Erda UT 84074, referred to herein as the "Contractor", and "Tooele County" located at 47 South Main Street, Tooele UT 84074, referred to herein as the "Client".
- Project Description: The Contractor agrees to provide remodeling services for the Client's GIS/Engineering office located at 47 South Main Street, Tooele UT 84074.
- Scope of Work: The scope of work includes but is not limited to demolition, construction, electrical work, flooring installation, painting as outlined in Exhibit A attached hereto and incorporated herein by reference.

2. Project Details

- Description of the Office Space: The office space consists of 1 large workspace totaling approximately 540 square feet.
- Design Specifications: The remodeling will be carried out according to the design specifications provided by the Client, prepared by Ensign engineering and approved by the Contractor.
- Materials to be Used: All materials used in the remodeling shall be of good quality and in accordance with industry standards.

3. Responsibilities of Parties

- Contractor Responsibilities: The Contractor shall provide all labor, materials, equipment, and supervision necessary to complete the remodeling project in a timely manner. Additionally, Contractor shall be responsible for obtaining any necessary permits or approvals from Tooele City Building Department.
- Client Responsibilities: The Client shall provide access to the office space.
- Subcontractor Responsibilities: The Contractor may engage subcontractors for certain aspects of the work, such as electrical or plumbing, and shall be responsible for their performance.

4. Scope of Work

- Demolition and Removal of Existing Structures: The Contractor shall demolish and remove affected existing walls, flooring, fixtures, and other structures as necessary.
- Construction of New Walls/Partitions: The Contractor shall construct new walls and partitions according to the design specifications.
- Electrical Work: The Contractor shall install new lighting, outlets, and wiring as required.
- Flooring Installation: The Contractor shall install new flooring as specified by the Client.
- Painting and Finishing: The Contractor shall paint and finish all surfaces as required.
- Clean-up and Waste Disposal: The Contractor shall clean up the work area and dispose of all waste materials in a proper manner.

5. Payment Terms

- Total Contract Price: The total contract price for the remodeling project is \$10,387.50.

- Payment Schedule: Payment shall be made in installments as follows: Due on Completion.
- Payment Method: Payment shall be made by check, ACH deposit, or wire transfer.
- Additional Costs and Change Orders: Any additional costs incurred due to change orders requested by the Client shall be agreed upon in writing and added to the contract price.

6. Project Timeline

- Start Date: The remodeling project shall commence on 7 March 2024.
- Estimated Completion Date: The Contractor estimates that the remodeling project will be completed by 31 March 2024, subject to any delays or unforeseen circumstances.
- Allowances for Delays or Unexpected Circumstances: The parties acknowledge that delays may occur due to weather, material shortages, or other factors beyond their control.

7. Permits and Approvals

- Responsibilities for Obtaining Necessary Permits: The Contractor shall be responsible for obtaining any necessary permits or approvals required for the remodeling project.
- Compliance with Building Codes and Regulations: The Contractor shall ensure that all work is performed in compliance with applicable building codes and regulations.

8. Insurance and Liability

- Insurance Coverage: The Contractor shall maintain general liability insurance and workers' compensation insurance throughout the duration of the project.
- Mutual Indemnification Clause: 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 tortious acts and its obligations pursuant to this Agreement. County shall indemnify and hold harmless Contractor and its employees from and against all claims arising out of or related to County's tortious acts and its obligations pursuant to this Agreement.

9. Warranties

- Warranty Period: The Contractor warrants that all work performed for 1 year from occupancy.
- Materials used in the remodeling project shall be free from defects at the time installation.
- Materials are warranted by the manufacturer, the Contractor will facilitate that warranty for 1 year.
- Procedures for Addressing Defects or Issues: In the event of any defects or issues arising during the warranty period, the Contractor shall promptly remedy the same at no additional cost to the Client.

10. Termination Clause

- Conditions for Termination: Either party may terminate this contract upon written notice if the other party fails to perform its obligations under the contract.
- Procedures for Project Handover or Closure: Upon termination of the contract, the parties shall agree on the disposition of any completed work and payment for work performed up to the termination date.

11. Dispute Resolution

- Procedures for Resolving Disputes Amicably: In the event of any disputes arising under this contract, the parties shall first attempt to resolve the dispute through good faith negotiations.
- Mediation or Arbitration Clause: If the dispute cannot be resolved through negotiations, the parties agree to submit the dispute to mediation or arbitration as provided in 78B-11 (Utah judicial code).

12. Miscellaneous Provisions

- Confidentiality Clause: The parties agree to keep confidential any proprietary or sensitive information disclosed during the project.
- Governing Law: This contract shall be governed by and construed in accordance with the laws of Utah, USA.
- Entire Agreement Clause: This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.
- Severability Clause: If any provision of this contract is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Signatures

James A. Welch Client Representative 3/15/24 Date
James A. Welch By
County Manager Title

Samuel T Clegg Contractor Representative 3/4/24 Date
Samuel T Clegg By
Owner Title

APPROVED AS TO FORM:

Nathan Harris
 Nathan Harris
 Deputy Tooele County Attorney