



Council Meeting Agenda

March 24, 2026

Council Chambers
47 S Main St. Tooele

6:00 PM

To watch meetings online, visit Tooele County's [Youtube](#)

To submit a public comment before the meeting, [Email Comments](#), anytime up until the meeting starts. Pursuant to the Americans with Disability Act, individuals needing special accommodations during this meeting should notify the Manager's office at 435-843-3150 prior to the meeting.

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Public Comments**

5. **Recognitions, Presentations, & Informational Items**

A. **America 250 Tooele County Update, Brittany Lopez**

Tooele County, in collaboration with community partners, has been coordinating countywide celebrations. This agenda item provides an update on ongoing efforts and highlights upcoming community events.

6. **Minutes**

A. **March 3, 2026 Business Meeting Minutes**

Attachments

1. [03.03.2026.BUSINESS.DRAFT](#)

7. **Contracts**

A. **Contract for Asphalt Sealcoating Services w/ AP4, Jed Bell**

An IFB was issued to select a contractor to sealcoat approximately 900,000 square feet of County roads with AP4 surface treatment. As a proprietary product manufactured by Andersen Asphalt, only Andersen Asphalt submitted a bid. Their bid matched their State Contract price of \$0.25/sqft. Anderson's price was determined to be fair and reasonable based on comparison of bid price to the pricing of other sealcoating solutions, and through comparison to previous prices paid for the service. The proposed award amount to Andersen Asphalt is \$241,284.25.

Attachments

1. [TOOELE COUNTY AND ANDERSEN ASHPALT SEALCOATING.PDF](#)

B. **Contract for Road Striping Services, Jed Bell**

An Invitation for Bid was issued to award a contract for road striping services. Four bids were received. They ranged from \$45,641.78 for the initial contract term (\$138,958.68 over three years) to \$97,617.90 (\$292,853.70 over three years). As the lowest bidder, Clear Line Striping was selected for award in the amount of \$45,641.78 for the intal contract period with two additional option years that would bring the total contract amount to \$138,958.68 if all options are exercised.

Attachments

1. [TOOELE COUNTY AND CLEAR LINE STRIPING CONTRACT_CL SIGNED.PDF](#)

C. Contract for Road Micro Surfacing and Crack Sealing, Jed Bell

An IFB was issued for micro surfacing and crack sealing of County roads. Two bids were received ranging from \$135,735.00 to \$162,189.31. As the lowest bidder, Asphalt Preservation, LLC was selected for award in the amount of \$135,735.00.

Attachments

1. [CONTRACT BETWEEN ASPHALT PRESERVATION LLC AND TOOELE COUNTY.PDF](#)

D. Contract for Landscape and ADA Ramp Construction at 47 S Main St, Brittany Lopez

An RFP was issued to construct an ADA ramp and landscape redesign at the County's 47 S Main St. address. Three proposals ranging from \$444,756.61 to \$688,025.00 were received. Aarrow Landscape Construction, LLC was selected for award in the amount of \$444,756.61 as the highest scoring proposal.

Attachments

1. [CONTRACT BETWEEN TOOELE COUNTY AND AARROW.PDF](#)

E. SPE Architects Jail Demolition Project Contract (Sole Source), Brittany Lopez

Request for approval of a sole-source contract between Tooele County and ANR/SEP Architects. This firm has already been procured by the State of Utah for the new Sally Port project. In order to maintain the established project schedule and ensure continuity of services, Tooele County is requesting sole-source approval for this demolition management contract.

Attachments

1. [CONTRACT BETWEEN TOOELE COUNTY AND SPE ARCHITECTS.PDF](#)

8. Resolutions/Ordinances

A. Resolution 2026-07 - Declaring the Intent of the Tooele County Council to support the State in a RFI response for a Energy Lifecycle Innovation Campus Within Tooele County, Nathan Harris

This resolution formally expresses the Tooele County Council's support for the State of Utah's response to a Request for Information (RFI) concerning the potential development of an energy campus within Tooele County.

Attachments

1. [RES 2026-07.PDF](#)

B. Resolution 2026-08 - Amending the Tooele County Fee Schedule to Revamp Fees Charged by the Parks and Recreation Department, Nathan Harris

Tooele County Parks and Recreation is requesting updates to its fee schedule to accommodate new rental spaces and to better align its fees with those of comparable public amenities.

Attachments

1. [RES 2026-08.PDF](#)

C. Resolution 2026-09 - Renaming and Amending Section 6.7, Annual Performance Evaluation, of the Tooele County Personnel Policy Manual, Nathan Harris

This resolution provides policies and procedures for managers and employees related to annual performance evaluations and merit increases by amending Section 6.7 of the Personnel Policy Manual and renaming it to "Annual Performance Evaluation and Merit Increases."

Attachments

1. [RES 2026-09.PDF](#)

9. Boards & Committees

A. Board Vacancies

The Historic Preservation Commission has 2 vacancies.

The Housing Authority has 1 vacancy for an Attorney.

The Planning Commission has 1 vacancy for an alternate.

The Recreation Special Service District has 1 vacancy for an alternate.

The Rush Valley Water Conservation District has 1 vacancy.

The Tourism Tax Advisory Board has 1 vacancy. Applicants must represent cultural attractions, hotels, restaurants, recreational facilities, convention facilities, or museums.

The Board of Health has 1 vacancy. Applicant must be a Professional Health Provider.

The Lake Point Cemetery and Parks Special Service District has 1 vacancy.

10. Council Update

11. Manager Update

12. Informational - Public Transparency

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13. Manager Update: Ratifications

A. 1 MVA

Refund on Motor Vehicle

Attachments

1. [3 MVA'S.PDF](#)

B. 1 Commission Adjustment

Remove taxes, penalties, and interest on these inactive accounts.

Attachments

1. [2 COUNCIL ADJUSTMENTS.PDF](#)

C. Transcript Bulletin Publishing Co. Agreement with Tooele County

This contract is for the 101 Fun things to do in Tooele County magazine.

Attachments

1. [TRANSCRIPT PUBLICATION AGREEMENT.PDF](#)

D. Contract for Sheriff Building Study, MOCA Service

Attachments

1. [SHERIFF STUDY CONTRACT.PDF](#)

E. Utah State Grant Application and Agreement for Tractor Mower Accessory

The State of Utah has approved a grant to pay 50% of the cost for a tractor mower accessory. The cost is \$29,014. The grant is for \$14,507. The airport's share is also \$14,507 and is included in the budget.

Attachments

1. [MOWER GRANT.PDF](#)

F. Concessions Kitchen Renovation at The Peak

An RFP was issued to obtain proposals to renovate The Peak's kitchen in the concessions building. Three proposals ranging from \$79,736.56 to \$218,000.00 were received. Outlook Contracting was selected for award in the amount of \$79,736.56 as the highest scoring and lowest cost proposal.

Attachments

1. [CONTRACT BETWEEN OUTLOOK CONTRACTING AND TOOELE COUNTY.PDF](#)

G. 2026-2029 Food Pantry Lease Agreement with Switchpoint

The lease agreement between Tooele County and Friends of Switchpoint for the Food Pantry site was due for renewal. The attached agreement, if ratified, would be effective for a period of 3 years (January 1, 2026 – December 31, 2029) and establishes the general terms and conditions of a triple-net lease.

Attachments

1. [2026-2029 SWITCHPOINT NET-NET-NET LEASE AGREEMENT - SIGNED.PDF](#)

14. Adjournment - Closed Session if needed



Council Meeting Minutes

March 03, 2026
Council Chambers
6:00 PM

1. Call to Order

Chairman Jared Hamner called the Council Meeting to order at 06:00 PM. The time, place, and agenda of the meeting had been provided to the Tooele Transcript Bulletin and to each member of the governing body by posting the notice and agenda at least two days before on the Tooele County website and emailing them a link.

2. Pledge of Allegiance

The Pledge of Allegiance was led by Joy Peters, Assessor.

3. Roll Call

Council Member Roll call as follows:

Erik Stromberg: Present Jared Hamner: Present

Scott Wardle: Present Kendall Thomas: Present

Also, present were Scott Broadhead- Attorney, Andy Welch- County Manager, Brittany Lopez- Assistant County Manager, and Nicole Rash- Chief Deputy Clerk.

Staff in attendance were Nathan Harris- Deputy Attorney, Alison McCoy- Auditor, Paul Wimmer- Sheriff, Brian White- Deputy Sheriff, Rachelle Custer- Community Development Director, Corey Bullock- Parks and Recreation Director, Joy Peters- Assessor, Mili Pioquinto- Planner

Guests in attendance were Curtis Beckstrom.

4. Public Comments

None

5. Minutes

a. February 17, 2026 Business Meeting Minutes

Attachments

1. 02.17.2026.BUSINESS.PROOFED

Council Member Tye Hoffmann motioned to approve the February 17, 2026 Business Meeting Minutes. Second by Council Member Kendall Thomas. All in favor. The motion passed.

6. Discussion Items

a. Sheriff's Office Transitional Employment Program, Paul Wimmer

This program would enable the Sheriff's Office to participate in the New Reflections House Transitional Employment Program. A program that would be beneficial to both the Sheriff's Office, New Reflections House and members of our community that suffer from mental health

challenges.

Paul Wimmer, Sheriff, presented this item as outlined above. He advised that his Chief Deputy, Brian White, serves on the Advisory Board for The New Reflections House, which runs a transitional employment program that places those with mental disabilities or illnesses with gainful employment. He stated the program director, Zach Bergener, and a success story within the program, Stephanie Jacobson, were both available for questions. Sheriff Wimmer advised that there is a need in the Sheriff's Office for custodial services. Inmates with the proper credentials sometimes provide custodial services in hallways and common areas, but allowing them access to individual offices presents a privacy and safety issue as there is sensitive information in those rooms. The inmate program is also very inconsistent, as there is a lot of movement within the program. Staff are currently cleaning the offices and sometimes the common areas when inmates are not available, which infringes upon department productivity. Sheriff Wimmer is hoping to partner with The New Reflections House to hire a part-time employee to fill this need. It will require a budget adjustment in personnel, and Sheriff Wimmer stated he would like to have a conversation before asking for funds.

Chairman Hamner stated that The New Reflections House provides services at the Chamber of Commerce, which has worked out well.

Council Member Kendall Thomas stated he is in support of this proposal.

Council Member Tye Hoffmann asked if this has been tried in any other county Sheriff's Offices. Sheriff Wimmer stated he's not aware of any, but would like to try.

7. Contracts

a. Ensign Engineering Professional Services Agreement, Rachelle Custer

Community Development is requesting approval for a new contract between Ensign Engineering and Tooele County for Engineering Services.

Rachelle Custer, Community Development Director, presented this item as outlined above. Director Custer advised this is a multi-year contract renewal, with a proposed rate of \$185 per hour with a 2-year contract. The rate would be \$225 per year if the contract is renewed on a year-by-year basis. She advised Ensign Engineering is a local company that is involved in many multi-year projects throughout the county. She stated they work in the County Admin Building 2 days out of the week, and they are very helpful and accessible to the county.

Council Member Kendall Thomas motioned to approve the Ensign Engineering Professional Services Agreement. Second by Council Member Erik Stromberg. All in favor. The motion passed.

b. Energy Solutions Aquatics Center Painting, Corey Bullock

A Request for Proposals (RFP) was issued for repainting of the concessions and locker room buildings at the Peak's Aquatics Center. Three (3) responsive bids were received, with prices ranging from \$121,233.27 to \$142,244.00. Superior Coatings submitted the lowest-priced responsive bid in the amount of \$121,233.27 and was selected for award.

Corey Bullock, Parks and Recreation Director, presented this item as outlined above.

Council Member Erik Stromberg motioned to approve the Energy Solutions Aquatics Center Painting Contract with Superior Coatings. Second by Council Member Tye Hoffmann. All in favor. The motion passed.

8. Resolutions/Ordinances

a. Resolution 2026-06 - Amending (Increasing) the 2026 Tooele County Budget, Alison McCoy - PUBLIC HEARING

This resolution increases the General Fund by \$5,956, the Roads Fund by \$755,000, and the Capital Fund by \$130,000.

Alison McCoy, Auditor, presented this item as outlined above.

Council Member Tye Hoffmann motioned to open a Public Hearing. Second by Council

Member Erik Stromberg. All in favor. The motion passed.

No Comment

Council Member Erik Stromberg motioned to close the Public Hearing. Second by Council Member Kendall Thomas. All in favor. The motion passed.

Council Member Kendall Thomas motioned to approve Resolution 2026-06. Second by Council Member Erik Stromberg. All in favor. The motion passed.

b. Ordinance 2026-03 - Rezoning 232.52 Acres Located Off Burmester Road Just South of I-80, From MU-40 to M-G ZC, Rachelle Custer

Charles Ackerlow with the Inland Port has requested that 232.52 acres of land located off of Burmester Road just south of I-80 be rezoned from MU-40 to M-G. The Planning Commission voted unanimously in favor of the rezone with a zoning condition related to the traffic study.

Rachelle Custer, Community Development Director, presented this item as outlined above. Director Custer advised that this parcel is part of the inland port project area. This proposal went before the Planning Commission in 2025. Commissioner Mitchell made a favorable recommendation with the condition that the Utah Department of Transportation (UDOT) be provided with the traffic study as this proposal could potentially increase the traffic on Burmester Road and I-80 off-ramp by about 15,000 trucks per day at full build out. The traffic study was sent to UDOT, and UDOT provided comment on the proposal. The applicant has addressed all of UDOT's comments and questions, which are included in the staff report. Director Custer recommends this rezone be approved as it is compatible with the surrounding uses in the area.

Council Member Scott Wardle motioned to approve Ordinance 2026-03. Second by Council Member Tye Hoffmann. All in favor. The motion passed.

9. Boards & Committees

a. Board Vacancies

The Historic Preservation Commission has 2 vacancies.

The Housing Authority has 1 vacancy for an Attorney.

The Planning Commission has 1 vacancy for an alternate.

Recreation Special Service District has 1 vacancy for an alternate.

Rush Valley Water Conservation District has 1 vacancy.

The Tourism Tax Advisory Board has 1 vacancy - applicants must represent cultural attractions, hotels, restaurants, recreational facilities, convention facilities, or museums.

The Career Service Council has 1 vacancy.

The Board of Health has 1 vacancy. Applicant must be a Professional Health Provider.

Andy Welch, County Manager, stated he will have an appointment in the next meeting.

10. Council Update

Council Member Tye Hoffmann provided updates for NaCo (National Association of Counties). He stated that Congresswoman Celeste Maloy addressed issues in the Public Lands Meeting. She encouraged county governments to advocate for what is needed in their individual areas. She also spoke about programs to help with water issues. She spoke about PILT (Payment in lieu of Taxes) funding and SRS (Secure Rural Schooling) funding. Tom Schultz from the US Forest Service spoke about fires. He shared that for every \$1 spent towards proactive fire prevention, it saves \$7 in fire fighting and restoration. Bill Graffe with BLM (Bureau of Land Management) shared that there were over 844,000 jobs with the BLM in 2024, and there were 6027 oil and gas permits approved by the BLM in 2025. Zeke, with NaCo, spoke about the BASIC act which sends road money directly to counties and cities instead of funneling the funds through the State. He spoke about the FEMA Act, the Speed Act, and the Housing for 21st Century act, which increases CDBG (Community Development Block Grant) funding for counties. Energy discussions included nuclear energy vs natural gas, oil and coal energy. HB41 and HB501 were discussed

in the Public Lands meeting earlier today.

Council Member Kendall Thomas stated he has spent some time on the hill during the legislative session. He is frustrated with some of the bills affecting voting regulation bills and immunization bills. He thanked county officials for engaging.

Council Member Erik Stromberg spoke about NaCo. He advised that he sits on the Justice of Public Safety Policies Committee where emergency management was discussed. He spoke about emergency alerts being available as text, but it only works if citizens sign up for it. Conversations with local Emergency Planning were encouraged to discuss how to notify visitors of emergencies.

Chairman Jared Hamner spoke about Public Lands, SITLA (School and Institutional Trust Lands Administration) and BLM and working with them to preserve public lands. He also stated that President Trump has publicly committed \$1 billion to preserving the Great Salt Lake. He also spoke about how the State of Utah has purchased US Magnesium and advised that the State is working with companies that use brine from US Magnesium. Lastly, he spoke about agricultural farmers who are concerned about how many foreign food products are coming into the US.

Council Member Scott Wardle advised that he sits on the Community Economic Workforce and Economic Development Committee and stated that he is concerned about discussions about counties paying citizens \$500-\$1000 per month. In the process of this proposal, they are establishing pilot programs in the mid-west, California and Washington, but there are no line items or budgets for this. This is being discussed heavily at the national level. He feels it is a terrible fiscal policy. He also spoke about workforce development, housing and homelessness as key components in how to combat it. He also spoke about the need to get ahead of AI.

11. Manager Update

Andy Welch, County Manager, stated the tourism grant application process is over. He advised that there is not a line item set up for 101 things to do in Tooele County with The Transcript, but will bring the contract to Council for their approval.

Manager Welch spoke about a grant that the County applied for 2 years ago for improvements on Droubay Road which was awarded on February 3rd at \$5.2 million. The first phase will be from Tooele City limits to the train tracks. The next grant application will be submitted on Thursday this week, and if awarded, the second phase will go from the train tracks to Bates Canyon.

12. Informational - Public Transparency

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13. Manager Update: Ratifications

a. 1 MVA

b. 4 Council Adjustment

Council Adjustment

c. Previdence Service Agreement Addendum #1

Approval of an extension of services for the MDT at no additional cost through February 14, 2027, utilizing unused services from the previous year.

d. Pavement Distress Inspection

An RFP was issued to identify a contractor to provide a pavement distress inspection on county and municipal roads. Seven (7) proposals were received. ICC-IMS was selected for award in the amount of \$59,918.00 as the highest-scoring proposal.

e. Agreement for Consulting Services

This is an agreement between LRB Public Finance Advisors and Tooele County for consulting services for a transportation utility fees study.

f. Demolition Derby Production

An RFP was issued to select a contractor to produce and run Tooele County's demolition derby. Two (2) proposals were received, and Whiplash Racing LLC was selected for award in the amount of \$81,469.00 as the highest scoring proposal.

g. Walk-in Refrigerator and Freezer for The Peak

An RFP was issued to select a contractor to supply, deliver, and install a walk-in refrigerator and freezer for the concessions building at The Peak. Five (5) proposals were received, ranging from \$25,237.18 to \$60,636.20. Commercial Kitchen Supply submitted the lowest priced proposal and was selected for award in the amount of \$25,237.18.

h. ESRI ProWest 2026 Contract

i. Ratification of Terra Roads Agreement with Tooele County Roads

Renewal of one-year contract between J. Salas of Terra and Tooele County Roads Department for reasonable road maintenance.

j. Ratification of Ibapah Roads Agreement with Tooele County Roads

Renewal of one- year contract between A. Hicks of Ibapah and Tooele County Roads for reasonable road maintenance.

14. Adjournment - Closed Session if needed

Council Member Kendall Thomas motioned to adjourn and go into a closed session to discuss character and professional competency, physical and mental health and potential litigation. Second by Council Member Erik Stromberg.

Roll call vote:

Council Member Kendall Thomas- aye

Council Member Tye Hoffmann- aye

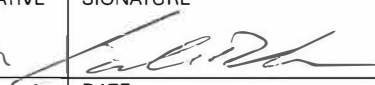
Council Member Erik Stromberg- aye

Council Member Scott Wardle- aye

Chairman Jared Hamner- aye

The open meeting adjourned at 6:48pm.

Tooele County Service Contract

1. CONTRACTING PARTIES			
This Contract is between Tooele County and the following Contractor:			
CONTRACTOR NAME Andersen Asphalt			
ADDRESS 1 1710 South 2050 West		PHONE 435-881-8637	
ADDRESS 2 West Haven, Utah 84401		EMAIL caden@andersenam.com	
2. GENERAL PURPOSE OF CONTRACT			
THE PURPOSE OF THIS CONTRACT IS TO: Procure the application of AP4 surface treatment to County roadways as specified in the attached and referenced solicitation documents.			
3. PROCUREMENT			
This Contract is entered into as a result of U3P Event #: DF26-11			
4. CONTRACT PERIOD			
EFFECTIVE DATE See final signature date.		TERMINATION DATE Upon final receipt and acceptance.	
RENEWAL OPTIONS (IF APPLICABLE) N/A			
5. CONTRACT COSTS			
Contractor will be paid the fixed price amount below for services authorized by this contract as outlined in contractor's attached price proposal.			
TOTAL CONTRACT PRICE \$241,284.25			
INVOICING INFORMATION			
Payment will be issued via check within thirty (30) days of receipt of a properly submitted and approved invoice.			
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE AND/OR ATTACHED:			
a. State Of Utah Agency Standard Terms and Conditions for Goods and/or Services b. Solicitation Documents c. Contractor's response to the Solicitation d. All other government laws, regulations, or actions applicable to the goods and/or services authorized by this Contract e. Tooele County Procurement Code, Applicable sections of the State of Utah Code			
ADDITIONAL ATTACHMENTS (IF APPLICABLE)			
7. SIGNATURES			
CONTRACTOR REPRESENTATIVE	SIGNATURE	COUNTY REPRESENTATIVE 1	SIGNATURE
Caden Andersen		James A Welch	
TITLE	DATE	TITLE	DATE
Owner	02/25/2026	County Manager	
APPROVED AS TO FORM	SIGNATURE	COUNCIL (IF OVER \$100K)	SIGNATURE
Nathan Harris			
TITLE	DATE	TITLE	DATE
Civil Deputy Attorney			

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - m) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Tooele, in the Third Judicial District Court for Tooele County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State Entity to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility

status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal, State, or county funding, whether as a result of a legislative act or by order of the President, the Governor, or the County Manager.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor

warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$2,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The County reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. RESERVED.

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by Tooele County, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.
- If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the County's Purchasing Card (major credit card). If payment has not

been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:

1. Contractor has received payment for the Custom Deliverables,
2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's internal purposes, such Custom Deliverables. For the Procurement Item(s) delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON TOOELE COUNTY OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises, if required by the State Entity. The State Entity or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any Procurement Item(s), supplies, construction, or insurance to the State Entity is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) Tooele County's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the

validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State Entity of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State Entity), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)

Invitation for Bids (RFB) – 2026 AP4 Treatment Project

Project Overview:

Tooele County invites qualified and experienced contractors to submit bids for the 2026 AP4 Contract. The project involves the application of AP4 asphalt polymer surface treatment to roadways within the County as specified in attached maps. The selected contractor will be responsible for providing all necessary labor, materials, and equipment to complete the AP4 application in accordance with The Latest Edition of the APWA, MUTCD and project specifications.

Scope of Work:

1. Preparation:

- Inspect and clean the designated roadways to ensure they are free of debris, vegetation and loose materials.
- Implement traffic control measures per MUTCD requirements to ensure the safety of workers and the public during construction. Provide 48 hour written notice to each resident impacted by project road closures.

2. AP4 Application:

- Apply a high-quality AP4 mixture to the designated roadways as per the APWA/UDOT specifications.
- Ensure an even and consistent application of the AP4 to achieve the desired surface characteristics.
- Work closely with the project manager to meet any specific requirements related to mix design and application thickness.

3. Traffic Management:

- Develop and implement a comprehensive traffic control plan to minimize disruptions to local traffic flow.
- Clearly communicate construction schedules, road closures, and detours to the public 48 hours in advance.
- Coordinate with the Roads Department to obtain any necessary permits for traffic control.

4. Quality Assurance:

- Conduct regular inspections to ensure the quality and uniformity of the AP4 application.
- Address any issues or deficiencies promptly and in accordance with project specifications.



- Provide documentation of the materials used and the application process for quality control purposes.

5. Project Timeline:

- The contractor must provide a detailed project schedule outlining key milestones, including start and completion dates.
- The project is expected to commence on May 1st, 2026, and be completed by June 26th, 2026. The County is flexible if the vendor chooses to start the project earlier (weather permitting).
- Time is of the essence, and the contractor must adhere to the agreed-upon schedule.

6. Bid Submission Requirements:

- Interested contractors must submit a bid to Tooele County by way of the Bonfire/U3P website.
- Bids must include detailed cost estimates, a proposed project schedule, bid bond, pricing table, and relevant experience in similar AP4 projects.
- All questions shall be sent through the Bonfire/U3P website.
- All questions shall be submitted before February 19, 2026, at 12:00pm MST.
- All bids shall be submitted through the Bonfire/U3P website no later than February 23, 2026, at 12:00pm MST. Late bids will not be considered.

7. Qualifications:

- Contractors must be licensed, insured, and bonded in accordance with state and local regulations. Bid bond of 5% of bid amount required with bid submission. Payment and performance bonds of 100% of contract value required if selected for award.
- Contractor shall provide evidence of experience in successfully completing AP4 projects of similar scope and size.
- Include (3) references from previous clients or projects.

8. Contract Terms and Conditions:

- The selected contractor will be required to enter into a formal contract with the Tooele County.
- The contract form and terms are contained in Attachment A.

9. Evaluation:

- Bids will first be evaluated for contractor responsiveness and responsibility. Award will then be made on a lowest price, technically acceptable (LPTA) basis.



10. **Contact Information:**

- Questions should be submitted through utah.bonfirehub.com. For issues submitting through the portal, please contact Daniel Folks at daniel.folks@tooeleco.gov.

The County reserves the right to reject any or all bids and to waive any informality in the bidding process. The award of the contract will be based on the lowest responsive and responsible bid.

We look forward to receiving your bid and working together to enhance the quality and longevity of our road infrastructure.

MEASUREMENT AND PAYMENT

Please complete the electronic bid table on the utah.bonfirehub.com portal. Please also complete the bid table below in your bid submission. You may use your own table if more room is needed.

ITEM	QUANTITY	RATE	UNIT AMOUNT	TOTAL
Mobilization	1	LUMP	1	\$14,000.00
AP4	901,137	SQFT	.25	\$225,284.25
Other Costs (if any)	1	LUMP	1	\$2,000.00

MOBOLIZATION – Bid shall include mobilization of all staff, traffic control and equipment to perform the work as described in the 2017 Edition of the APWA (01 71 13).

AP4 - Bid shall include all costs to supply, test and install AP4 on all areas shown on the plans, as described in the project specifications and per State Contract #MA4589

OTHER COSTS – Bid shall include other costs associated with the project if any.



Andersen Asphalt LLC

1710 South 2050 West
West Haven, Utah 84401
admin@andersenam.com
www.andersenam.com

Reference List

Syracuse City

Tyler Church
801-336-6568
tchurch@syracuseut.gov

Farr West City

Dave Bunderson
801-543-9597
dave@farrwestcity.com

South Jordan City

Logan Nickel
801-253-5203
Lnickel@sjc.utah.gov

Project Timeline:

Andersen Asphalt anticipates completing this project in 5-6 working days within the contracted timeline. All project related information would be communicated and approved by Tooele County prior to resident notification.



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Andersen Asphalt
1710 S 2050 W
West Haven, UT 84401

OWNER:

(Name, legal status and address)

Tooele County Roads Department
555 West 900 South
Tooele, UT 84074
BOND AMOUNT:

5%

PROJECT:

(Name, location or address, and Project number, if any)

AP4 Roadway Treatment Project

SURETY:

(Name, legal status and principal place of business)

United Fire Group
11080 Circle Point Road
STE 180
Westminster, CO 80020

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

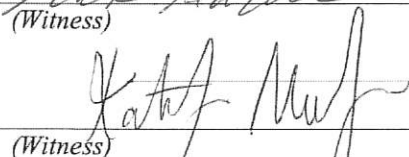
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

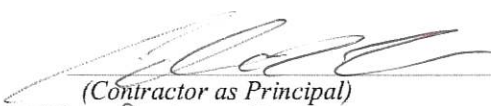
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this _____ day of _____


(Witness)


(Witness)


(Contractor as Principal)

(Seal)

(Title)

(Surety)

(Seal)

(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Tooele County Service Contract

1. CONTRACTING PARTIES			
This Contract is between Tooele County and the following Contractor:			
CONTRACTOR NAME Clear Line Striping			
ADDRESS 1 1272 S. 670 W.		PHONE 801-885-6896	
ADDRESS 2 Salem, UT 84653		EMAIL sunny@clearlinestriping.com	
2. GENERAL PURPOSE OF CONTRACT			
THE PURPOSE OF THIS CONTRACT IS TO: Re-stripe County roads as specified in attached solicitation and bid documents. Clear Line to complete work by 7/1/2026. The County may, at its sole discretion, renew this Agreement for up to two (2) additional one-year option periods, under the same terms and conditions, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the then-current term.			
3. PROCUREMENT			
This Contract is entered into as a result of U3P Event #: DF26-12			
4. CONTRACT PERIOD			
EFFECTIVE DATE 5/1/2026		TERMINATION DATE 4/30/2027	
RENEWAL OPTIONS (IF APPLICABLE) Option Period 1: 5/1/2027 - 4/30/2028, \$45,641.78. Option Period 2: 5/1/2028 - 7/1/2029, \$47,675.12.			
5. CONTRACT COSTS			
Contractor will be paid the fixed price amount below for services authorized by this contract as outlined in contractor's attached price proposal. Amount may be adjusted according to unit price if actual quantity varies from quoted quantity.			
TOTAL CONTRACT PRICE Base Term: \$45,641.78. Base and all options amount: \$138,958.68			
INVOICING INFORMATION Payment will be issued by mailed check within thirty (30) days of a properly submitted and accepted invoice.			
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE AND/OR ATTACHED:			
a. State Of Utah Agency Standard Terms and Conditions for Goods and/or Services b. Solicitation Documents c. Contractor's response to the Solicitation d. All other government laws, regulations, or actions applicable to the goods and/or services authorized by this Contract e. Tooele County Procurement Code, Applicable sections of the State of Utah Code			
ADDITIONAL ATTACHMENTS (IF APPLICABLE)			
7. SIGNATURES			
CONTRACTOR REPRESENTATIVE Sunny Rucker	SIGNATURE 	COUNTY REPRESENTATIVE 1	SIGNATURE
TITLE Owner	DATE 3/4/2026	TITLE	DATE
APPROVED AS TO FORM	SIGNATURE	COUNCIL (IF OVER \$100K)	SIGNATURE
TITLE	DATE	TITLE	DATE

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - m) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Tooele, in the Third Judicial District Court for Tooele County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State Entity to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility

status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal, State, or county funding, whether as a result of a legislative act or by order of the President, the Governor, or the County Manager.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor

warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$2,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The County reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. RESERVED.

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by Tooele County, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.
- If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the County's Purchasing Card (major credit card). If payment has not

been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's internal purposes, such Custom Deliverables. For the Procurement Item(s) delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON TOOELE COUNTY OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises, if required by the State Entity. The State Entity or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any Procurement Item(s), supplies, construction, or insurance to the State Entity is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) Tooele County's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the

validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State Entity of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State Entity), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)

I. Introduction

Tooele County Road Department is soliciting bids from qualified and experienced contractors to provide pavement striping services on a countywide scale. The aim of this Invitation for Bid (IFB) is to secure a contractor who can deliver high-quality pavement striping services, ensuring the safety and efficiency of our road infrastructure. The selected contractor will be tasked with executing pavement marking projects across the County in accordance with specified requirements of the MUTCD.

Tooele County has approximately 610,000 feet of striping and will refresh approximately 1/3 of all striping annually. This contract is intended to be a yearly contract with up to two option periods which will be exercised via contract modification. The resulting contract will include a base period containing approximately 1/3 of the total work, and two subsequent option periods each containing approximately 1/3 of the total work.

II. Project Overview

1. Scope of Work:

a. The contractor shall be responsible for pavement striping services, including but not limited to the application of centerlines, lane dividers, crosswalks, stop bars, turn lanes, and other necessary traffic control markings.

2. Pavement Marking Materials:

a. Utilize high-quality, durable, and reflective materials for pavement markings.
b. Ensure that all materials used comply with relevant industry standards (MUTCD) and guidelines.
c. All materials shall meet the MUTCD requirement and manufacturers recommendations.

3. Restriping:

a. Restripe areas with updated and clear markings, considering retro reflectivity maintenance for optimal visibility.

4. Traffic Control Measures:

a. Collaborate with the Roads Department to implement necessary traffic control measures during striping operations.
b. Develop and execute a comprehensive traffic control plan to minimize disruptions to normal traffic flow.

III. Bid Submission Requirements

Interested bidders must comply with the following submission requirements to be considered for the Countywide Pavement Striping Contract:

1. Minimum Qualifications:

- a. Provide evidence of the bidder's qualifications, including relevant experience in pavement striping projects.
- b. Submit details of key personnel involved in the project and their qualifications.
- c. Detail the technical approach for pavement striping, including materials, equipment, and technology to be utilized.
- d. Provide information on any innovative or sustainable practices to be incorporated into the project.
- e. Provide a schedule that reflects the schedule parameters below.

2. Project Schedule:

- a. 1/3 of County to be refreshed between May 1 and July 1, 2026 (base period).
- b. 1/3 of County to be refreshed between May 1 and July 1, 2027 (option period 1).
- c. 1/3 of County to be refreshed between May 1 and July 1, 2028 (option period 2).
- b. Highlight any potential factors that may impact the project timeline and propose mitigation strategies.
- c. All work should be completed Monday – Friday 8:00 AM – 5:00 PM.

3. Cost Proposal:

- a. Include a comprehensive breakdown of costs, covering materials, labor, equipment, and any additional expenses. Complete the online bid table in the U3P Bonfire portal.
- b. Clearly state the proposed payment schedule and any conditions related to cost adjustments.
- c. Quantities in the bid table are estimated and subject to change.

IV. Bid Evaluation & Award

Bids will be evaluated on a lowest price technically acceptable (LPTA) basis after determining whether they meet all minimum qualifications below:

1. **Qualifications and Experience:**

- a. Bidder demonstrated experience and track record in successfully completing pavement striping projects.
- b. Qualifications and certifications of key personnel involved in the project.

2. **Technical Approach:**

- a. Technical approach is sound and effective.

3. **Project Schedule:**

- a. Proposed project schedule is feasible and realistic.
- b. Identification of potential challenges and proposed mitigation strategies.

4. **Cost Proposal:**

- a. Proposed costs are reasonable and complete.

Subsequent award will be issued on the attached contract form and contain the attached standard terms and conditions. Option periods are at the County's sole discretion and subject to the availability of funds until a modification is issued to exercise them. Bids shall be valid for a minimum of sixty (60) days. The successful bidder shall furnish a payment bond in the amount of one hundred percent (100%) of the contract price prior to execution of the contract. A performance bond is not required for this project.

Work sequencing shall be authorized by the County's Roads Department Director. Specific road segments to be striped shall be coordinated and approved by said official before work begins.

Invoices shall be submitted monthly based on approved quantities at contract unit prices. Payment will be issued via check within thirty (30) days of receipt of a properly submitted and approved invoice.

V. Submission Deadline

All bids must be submitted to the Bonfire/U3P website by **March 2nd, 2026, at 12:00 PM MST**. Late submissions will not be accepted.



All questions shall be submitted through the Bonfire/U3P website no later than **February 26th, 2026, at 4:00 pm MST.**

VI. Contact Information

For inquiries or additional information, please contact:

Daniel Folks, daniel.folks@tooeleco.gov

VII. Conclusion

The Tooele County Roads Department looks forward to receiving competitive bids from qualified contractors for the Countywide Pavement Striping Contract. This project plays a crucial role in maintaining and improving our road infrastructure, and we appreciate your interest and commitment to safety and quality in pavement striping services.



1272 S. 670 W.
Salem UT 84653

Tooele County Pavement Striping IFB

- A. Qualifications & Experience
- B. Key Personnel
- C. Technical Approach: Materials, Equipment & Technology
- D. Innovative or Sustainable Practices
- E. Schedule Parameters



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A. Qualifications & Experience

Company Profile:

Clear Line Striping specializes in high, quality, durable and precise striping. With 15 years of industry experience and our commitment to safety, efficiency, and professionalism makes us a go-to partner for businesses, municipalities, and contractors seeking reliable pavement marking services.

Recent Projects:

Contractor	Job Name	Completion Date	Description	Contract Amount	Reference Name	Contact Number
Vineyard City	Vineyard City: Road Striping Services	11/1/2025	- Refreshing pavement markings and messages city-wide. - Striping and layout for new road designs. - Parking lot layout and markings.	\$94,171.00	Clint Roundy	801-360-8162
Wasatch County	2025 Wasatch County Traffic Paint Striping Project	10/1/2025	- Refreshing pavement markings and messages.	\$117,183.00	Terry Ekker	435-459-1532
Hale Sand & Gravel	F-170-2(67)67	10/29/2025	- Refreshing pavement markings and messages.	\$9,218.80	Mario Gonzalez	435-896-4285



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B. Key Personal

Name	Title	Experience	Licenses & Certifications	Project Role
Sunny Rucker	Operations Manager/ Estimator	10 Years	Contractor License B100, E100	Manage estimating, communication & scheduling
Clint Christensen	Long Line Operator Lead	15+ Years	Traffic Control Supervisor	On-site Project Manager and paint truck operator
Hayden Smith	Long Line Driver Lead	10+ Years	Traffic Control Supervisor	On-site Project Driver

C. Technical Approach: Materials, Equipment & Technology

Clear Line Striping specializes in high-quality, durable, and precise pavement striping services. With over 15 years of industry experience, our commitment to safety, efficiency, and professionalism makes us a trusted partner for businesses, municipalities, and contractors seeking reliable pavement marking solutions.

Our services include roadway striping, pavement markings, and traffic control, all performed in accordance with MUTCD specifications. We consistently complete projects on schedule while maintaining strict quality and safety standards.

Our paint truck, built in 2025, is equipped with live reporting technology to ensure all pavement paint applications meet required specifications in real time. In addition, we utilize Spec-Rite software for detailed reporting and comprehensive quality assurance.



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All materials are purchased from reputable suppliers who provide certified testing documentation verifying compliance with MUTCD specifications. This ensures that every product used on our projects meets required performance, durability, and safety standards before application.

D. Innovative or Sustainable Practices

Clear Line Striping incorporates innovative and sustainable practices to enhance efficiency, quality control, and environmental responsibility on every project.

Our 2025 state-of-the-art striping truck is equipped with live reporting technology that monitors material application rates in real time. This system ensures precise paint thickness and bead application, reducing material waste and preventing over-application. The result is improved durability, longer service life, and reduced environmental impact.

We utilize Spec-Rite software for digital reporting and quality assurance documentation. This eliminates unnecessary paper use while providing accurate, transparent records for compliance verification and project tracking.

E. Schedule Parameters

Clear Line Striping is fully committed to meeting Tooele County's project schedule and completing all contracted work between May 1 and July 1, 2026. With over 15 years of industry experience performing municipal roadway striping, we understand the importance of strict adherence to seasonal timelines and public safety coordination.

To ensure timely completion, our team will develop a detailed project schedule in coordination with Tooele County to prioritize road segments, optimize routing, and minimize downtime between mobilizations. Our preventative equipment maintenance



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program ensures all machinery is operating at peak performance prior to and throughout the project window.

Clear Line Striping has successfully completed similar municipal projects on schedule, and we are confident in our ability to mobilize promptly on May 1, 2026, maintain consistent production rates, and achieve full project completion on or before July 1, 2026.

Item Number	Item	Quantity	Requir Units	Unit Price	
No Basket (0)					
Base Period (5)					
#1-1	Line Striping	203334	LF	0.17	34566.78
#1-2	Legend	61	EA	65	3965
#1-3	R/R Crossing	8	EA	200	1600
#1-4	School Crossing	8	EA	400	3200
#1-5	Stop Bars	1320	LF	1.75	2310
Option Period 1 (5)					
#2-1	Line Striping	203334	LF	0.17	34566.78
#2-2	Legend	61	EA	65	3965
#2-3	R/R Crossing	8	EA	200	1600
#2-4	School Crossing	8	EA	400	3200
#2-5	Stop Bars	1320	LF	1.75	2310
Option Period 2 (5)					
#3-1	Line Striping	203334	LF	0.18	36600.12
#3-2	Legend	61	EA	65	3965
#3-3	R/R Crossing	8	EA	200	1600
#3-4	School Crossing	8	EA	400	3200
#3-5	Stop Bars	1320	LF	1.75	2310
					138958.68

Clear Line Totals

Base	45641.78
OP1	45641.78
OP2	47675.12
Base & All Options	138958.68

Tooele County Service Contract

1. CONTRACTING PARTIES			
This Contract is between Tooele County and the following Contractor:			
CONTRACTOR NAME Asphalt Preservation, LLC			
ADDRESS 1 3490 West 3300 South Building A, Unit 4		PHONE 385-368-2927	
ADDRESS 2 West Haven, UT, 84401		EMAIL kkladden@asphaltpres.com	
2. GENERAL PURPOSE OF CONTRACT			
THE PURPOSE OF THIS CONTRACT IS TO: Mirco surface, crack seal, and re-stripe County roads as specified in solicitation DF26-13.			
3. PROCUREMENT			
This Contract is entered into as a result of U3P Event #: DF26-13			
4. CONTRACT PERIOD			
EFFECTIVE DATE Upon final signature.		TERMINATION DATE Upon completion & acceptance.	
RENEWAL OPTIONS (IF APPLICABLE) N/A			
5. CONTRACT COSTS			
Contractor will be paid the fixed price amount below for services authorized by this contract as outlined in contractor's attached price proposal.			
TOTAL CONTRACT PRICE \$135,735.00			
INVOICING INFORMATION			
Payment will be issued via mailed check within thirty (30) days of a properly submitted and accepted invoice.			
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE AND/OR ATTACHED:			
a. State Of Utah Agency Standard Terms and Conditions for Goods and/or Services b. Solicitation Documents c. Contractor's response to the Solicitation d. All other government laws, regulations, or actions applicable to the goods and/or services authorized by this Contract e. Tooele County Procurement Code, Applicable sections of the State of Utah Code			
ADDITIONAL ATTACHMENTS (IF APPLICABLE)			
7. SIGNATURES			
CONTRACTOR REPRESENTATIVE Kenneth Kladden	SIGNATURE Kenneth Kladden Digitally signed by Kenneth Kladden Date: 2026.03.12 15:49:35 -06'00'	COUNTY REPRESENTATIVE 1	SIGNATURE
TITLE General Manager	DATE 3/12/2026	TITLE	DATE
APPROVED AS TO FORM	SIGNATURE	COUNCIL (IF OVER \$100K)	SIGNATURE
TITLE	DATE	TITLE	DATE

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - m) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Tooele, in the Third Judicial District Court for Tooele County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State Entity to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility

status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal, State, or county funding, whether as a result of a legislative act or by order of the President, the Governor, or the County Manager.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor

warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$2,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The County reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. RESERVED.

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by Tooele County, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.
- If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the County's Purchasing Card (major credit card). If payment has not

been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's internal purposes, such Custom Deliverables. For the Procurement Item(s) delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON TOOELE COUNTY OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises, if required by the State Entity. The State Entity or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any Procurement Item(s), supplies, construction, or insurance to the State Entity is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) Tooele County's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the

validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State Entity of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State Entity), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)



MEASUREMENT AND PAYMENT

ITEM	QUANTITY	RATE	UNIT AMOUNT	TOTAL
Mobilization	1	LUMP	\$6,500.00	\$6,500.00
Micro Surface	454,879	SQFT	\$0.208	\$94,614.83
Crack Seal*	454,879	SQFT	\$0.045	\$20,469.56
Striping	1	LUMP	\$14,150.61	\$14,150.61

MOBOLIZATION – Bid shall include mobilization of all staff and equipment to perform the work as described in the 2017 Edition of the APWA (01 71 13).

Micro Surface - Bid shall include all costs to install Micro Surface on all areas shown on plans and as described in 2017 Edition of APWA (32 01 13.69).

CRASK SEAL – Bid shall include the cost to install hot applied crack seal to all cracks per manufacturers recommendations and as described in 2017 Edition of APWA (32 01 17) Flush Fill, Plan 266.

*Crack Seal may be excluded depending on budget.

STRIPING– Bid shall include the cost to install striping per MUTCD Requirements, per manufacturers recommendations and as described in 2017 Edition of APWA.

Contractor Notes:

Total Bid Price: \$135,735.00

This project consists of 3 days of crack seal, 2 days of micro surface seal, and 1 day of striping. We acknowledge the presented timeline and can perform work accordingly or sooner.

POC Name: Kenneth Kladden POC Email: kkladden@asphaltpres.com

POC Phone: (385) 368-5278 POC Title: General Manager

CONTRACT SCHEDULE

ASPHALT PRESERVATION

Project: Tooele County Micro Surface

Owner: Tooele County
47 South Main Street
Tooele, UT 84074



The undersigned certifies that the information provided herein is true and sufficiently complete and accurate.

Company: Asphalt Preservation

Sign: 

Office Address: 3490 West 3300 South
Building A, Unit 4
West Haven, UT 84401

Name: Kenneth Kladden

Title: General Manager

Office Phone: (385) 368-2927

Date: 3/6/2026

CONTRACT SCHEDULE

Asphalt Preservation crews are capable of averaging 27,800 SY of Micro in a normal work day with a daily start time of 7:00 am and a daily finish time of 7:00 pm. It will take us approximately 6 days to complete the work outlined in the bid documents of this project. If awarded this project, we would have a projected start date of May 4th and a completion date of June 1st, weather permitted. We will notify residents 48 hours prior to maintenance being performed with a detailed notice that will also have a map of the roads that will be closed during the scheduled maintenance.

Projected Dates	Job Description
May 4th thru May 6th	Crack Seal
May 18th thru May 19th	Micro Surface Seal
June 1st	Pavement Marking

SUBCONTRACTOR LIST

ASPHALT PRESERVATION

Project: Tooele County Micro Surface

Owner: Tooele County
47 South Main Street
Tooele, UT 84074



The undersigned certifies that the information provided herein is true and sufficiently complete and accurate.

Company: Asphalt Preservation

Sign: _____

Office Address: 3490 West 3300 South
Building A, Unit 4
West Haven, UT 84401

Name: Kenneth Kladden

Title: General Manager

Office Phone: (385) 389-2927

Date: 3/6/2026

Subcontractor Name	Type of Work to be Performed	Estimated %
Legacy Striping PO Box 580 Santaquin, UT 84665 (801) 687-0980	Pavement Markings	10

Tooele County Service Contract

1. CONTRACTING PARTIES			
This Contract is between Tooele County and the following Contractor:			
CONTRACTOR NAME Aarrow Landscape Construction, LLC			
ADDRESS 1 9644 S. Hawley Park Rd		PHONE Paul Cell: 801-910-8981 Office: 801-282-3300	
ADDRESS 2 West Jordan, Utah 84081		EMAIL Paul@Aarrowlandscape.com	
2. GENERAL PURPOSE OF CONTRACT			
THE PURPOSE OF THIS CONTRACT IS TO: Complete the Landscape and ADA Ramp construction in accordance with the solicitation (DF26-09) scope of work and design plans contained within.			
3. PROCUREMENT			
This Contract is entered into as a result of U3P Event #: DF26-09			
4. CONTRACT PERIOD			
EFFECTIVE DATE Upon final signature.		TERMINATION DATE Upon completion and acceptance.	
RENEWAL OPTIONS (IF APPLICABLE)			
5. CONTRACT COSTS			
Contractor will be paid the fixed price amount below for services authorized by this contract as outlined in contractor's attached price proposal.			
TOTAL CONTRACT PRICE \$444,756.61			
INVOICING INFORMATION			
Invoices will be paid via mailed check within thirty (30) days of receipt of a properly prepared and accepted invoice.			
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE AND/OR ATTACHED:			
a. State Of Utah Agency Standard Terms and Conditions for Goods and/or Services b. Solicitation Documents c. Contractor's response to the Solicitation d. All other government laws, regulations, or actions applicable to the goods and/or services authorized by this Contract e. Tooele County Procurement Code, Applicable sections of the State of Utah Code			
ADDITIONAL ATTACHMENTS (IF APPLICABLE) Solicitation Attachments B, C, D (Technical Specifications, Landscape Design Plans, Ramp Design Plans)			
7. SIGNATURES			
CONTRACTOR REPRESENTATIVE Paul Bendtsen	SIGNATURE Paul Bendtsen Digitally signed by Paul Bendtsen DN: C=US, E=Paul@Aarrowlandscape.com, O=Aarrow Landscape, CN=Paul Bendtsen Date: 2026.03.13.13:42:45-06'00'	COUNTY REPRESENTATIVE 1	SIGNATURE
TITLE Project Manager	DATE 3/13/26	TITLE	DATE
APPROVED AS TO FORM	SIGNATURE	COUNCIL (IF OVER \$100K)	SIGNATURE
TITLE	DATE	TITLE	DATE

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - m) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Tooele, in the Third Judicial District Court for Tooele County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State Entity to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility

status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal, State, or county funding, whether as a result of a legislative act or by order of the President, the Governor, or the County Manager.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor

warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$2,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The County reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. RESERVED.

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by Tooele County, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.
- If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the County's Purchasing Card (major credit card). If payment has not

been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's internal purposes, such Custom Deliverables. For the Procurement Item(s) delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON TOOELE COUNTY OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises, if required by the State Entity. The State Entity or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any Procurement Item(s), supplies, construction, or insurance to the State Entity is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) Tooele County's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the

validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State Entity of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State Entity), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)



**Aarrow Landscape
Construction, LLC**

9644 S. Hawley Park Rd
West Jordan, Utah
84081

Estimate

Date	Estimate #
2/25/2026	6762

Name / Address
Tooele County 47 South Main Street Tooele, UT 84074

Project
Landscape and Ramp Construction

Description	Qty	U/M	Rate	Total
CONCRETE & LANDSCAPE				
Mobilization	1	LS	32,500.00	32,500.00
Demo, Clear and Grub	17,137	SF	3.25	55,695.25
Concrete Stairs	90	SF	170.00	15,300.00
Concrete Ramp Wall	157	LF	33.00	5,181.00
Concrete Seatwall	46	LF	285.00	13,110.00
Concrete Flatwork (4" Thick over 4" Base)	5,623	SF	7.75	43,578.25
Electrical / Lighting	1	LS	71,760.00	71,760.00
Construct Flag Poles	3	EA	12,000.00	36,000.00
ADA Parking Sign	1	EA	750.00	750.00
Handrails	1	LS	25,000.00	25,000.00
Install 1.5"-2" Washed Crushed Rock w/ Weed Barrier (3" Depth)	8,278	SF	1.25	10,347.50
Landscape Boulders 25% (4x4x4) 11 Each 40% (3x3x3) 16 Each 35% (2x3x2) 14 Each	41	EA	50.00	2,050.00
12" Topsoil for Planter Areas	8,278	SF	1.70	14,072.60
6" Topsoil For Sod Area	1,227	SF	0.98	1,202.46
Sod	1,227	SF	0.65	797.55
Irrigation	1	LS	58,462.00	58,462.00
Plant Material	1	LS	49,235.00	49,235.00
Trees - 35 Each 5 Gal Shrubs - 301 Each 1 Gal Shrubs - 528 Each				
Decomposed Granite Paving w/ Steel Edging (1/C501) (w/ Prep)	725	SF	5.00	3,625.00
Metal Edging (For Granite Paving)	430	LF	8.00	3,440.00
Phone: 801.282.3300	Fax: 801.280.4161	E-mail: paul@aarowlandscape.com	Total	

Estimate

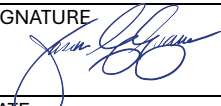
Date	Estimate #
2/25/2026	6762

Name / Address
Tooele County 47 South Main Street Tooele, UT 84074

Project
Landscape and Ramp Construction

[illegible]

Tooele County Service Contract

1. CONTRACTING PARTIES			
This Contract is between Tooele County and the following Contractor:			
CONTRACTOR NAME SPE Architects			
ADDRESS 1 P.O. Box 517		PHONE 801-298-1368	
ADDRESS 2 Kaysville, UT 84037		EMAIL jason@spe-architect.com	
2. GENERAL PURPOSE OF CONTRACT			
THE PURPOSE OF THIS CONTRACT IS TO: Provide full Architectural, Structural, Civil, Electrical and Mechanical design, bidding, construction administration, and closeout services for the demolition of the existing old Tooele County Jail.			
3. PROCUREMENT			
This Contract is entered into as a result of U3P Event #: N/A			
4. CONTRACT PERIOD			
EFFECTIVE DATE Upon final signature.		TERMINATION DATE Upon completion and acceptance.	
RENEWAL OPTIONS (IF APPLICABLE) N/A			
5. CONTRACT COSTS			
Contractor will be paid the fixed price amount below for services authorized by this contract as outlined in contractor's attached price proposal.			
TOTAL CONTRACT PRICE \$25,153.20			
INVOICING INFORMATION Properly submitted and approved invoices will be paid via mailed check within thirty (30) days.			
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE AND/OR ATTACHED:			
a. State Of Utah Agency Standard Terms and Conditions for Goods and/or Services b. All other government laws, regulations, or actions applicable to the goods and/or services authorized by this Contract c. Tooele County Procurement Code, Applicable sections of the State of Utah Code d. Contractor's Proposal			
ADDITIONAL ATTACHMENTS (IF APPLICABLE) N/A			
7. SIGNATURES			
CONTRACTOR REPRESENTATIVE Jason Evans	SIGNATURE 	COUNTY REPRESENTATIVE 1	SIGNATURE
TITLE Vice President	DATE 3/18/26	TITLE	DATE
APPROVED AS TO FORM	SIGNATURE	COUNCIL (IF OVER \$100K)	SIGNATURE
TITLE	DATE	TITLE	DATE

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - m) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Tooele, in the Third Judicial District Court for Tooele County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State Entity to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility

status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal, State, or county funding, whether as a result of a legislative act or by order of the President, the Governor, or the County Manager.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor

warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$2,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The County reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. RESERVED.

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by Tooele County, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.
- If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the County's Purchasing Card (major credit card). If payment has not

been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's internal purposes, such Custom Deliverables. For the Procurement Item(s) delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

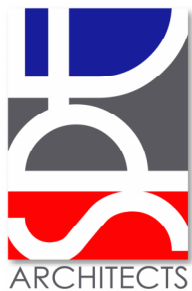
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON TOOELE COUNTY OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises, if required by the State Entity. The State Entity or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any Procurement Item(s), supplies, construction, or insurance to the State Entity is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) Tooele County's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the

validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State Entity of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State Entity), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)



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Measured by the Level
of our Client's Success"

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3/5/26

Brittany Lopez
Tooele County

Re: **Tooele County Old Jail Demolition**

Dear Brittany,

We appreciate this opportunity to be of service to you for this project. We promise our best professional efforts.

PROJECT

For the purpose of this proposal, we assume our services for this project will include work as described below:

- Full Architectural, Structural, Civil, Electrical and Mechanical design, bidding, construction administration, and closeout services for the demolition of the existing old Tooele County Jail. This includes design for relocation of any existing and in use electrical panels, other utilities and finishing the surfaces of the portion of the building that remains. Fees are based on the model the State of Utah uses for similar projects.
- As part of this project we will provide a 3D Matterport scan which will be linked into the drawings for the convenience of the design team, owner, and bidders.
- During construction, the Architect will conduct bi-weekly onsite meetings through completion of the project.

FEE PROPOSAL

Construction Estimate based upon provided estimate	\$306,000.00
Proposed Fee \$306K X 8.22% =	\$25,153.20

Total	\$25,153.20
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Our consultants shall be:

Mechanical	WHW Engineers
Electrical	Spectrum Engineering
Structural	BHB Engineers
Civil and Survey	Great Basin

PROPOSED SCHEDULE

This proposed schedule is contingent upon receiving a NTP in a timely manner as well as owner responses to schedule critical questions. We reserve the right to request an extension of time if the design is not progressing due to pertinent information not being provided by the owner in a timely manner. Full project durations below are our best guess.

Project is submitted for code review	4/24/26
Design complete ready for bidding	5/8/26
Bids Received	6/5/26
Notice to proceed	6/12/26
Start Construction	6/26/26
Substantial completion	10/16/26
Project Closeout Complete	10/30/26

SPE HOURLY RATE SCHEDULE

Principal Architect	\$190/hr.
Architect	\$180/hr.
Principal Project Manager	\$120/hr.
Project Manager	\$80/hr.
Senior Draftsman	\$120/hr.
Draftsman	\$50/hr.
Office Staff	\$50/hr.

If you have any questions, please call our office.

Yours truly,



Jason E. Evans
Vice President

Enclosure: Organizational Chart
Consultant Proposals

If this proposal is acceptable to Tooele County, please sign and return.

Name	Position	Signature	Date
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Standard Terms & Conditions

1. Standard of Care

The Architect shall perform services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect makes no warranties, either express or implied, regarding the services or the Project.

2. Right to Rely

The Architect shall be entitled to rely on the accuracy and completeness of all information, surveys, reports, and data furnished by the Client or the Client's consultants. The Architect shall not be liable for errors or omissions resulting from the use of such information.

3. Hidden & Unforeseen Conditions

If the Architect encounters conditions that could not have been reasonably anticipated or that differ materially from those described in the Project Information, the Architect shall be entitled to an equitable adjustment in compensation and schedule.

4. Limit of Liability

To the fullest extent permitted by law, the Client agrees to limit the Architect's total liability to the Client for any and all claims, losses, costs, or damages of any nature arising from the Project to the total amount of the Architect's fee.

5. Indemnification

The Architect agrees to indemnify the Client from damages and costs, but only to the extent caused by the Architect's negligent acts, errors, or omissions. The Architect shall not be required to defend the Client against claims of negligence.

6. Ownership of Documents

All documents, including drawings, specifications, and electronic files, prepared by the Architect are Instruments of Service. The Architect retains all common law, statutory, and other reserved rights, including copyrights. Upon full payment of all amounts due, the Client is granted a non-exclusive license to use the documents for the construction, use, and maintenance of the Project.

7. Unauthorized Changes or Reuse

In the event the Client modifies the documents without the Architect's written consent or uses them for a different project, the Client agrees to indemnify and hold the Architect harmless from any claims, liabilities, or damages arising from such unauthorized use or modification.

8. Consequential Damages Waiver

Neither the Client nor the Architect shall be liable to the other for any consequential damages incurred due to the fault of the other. Consequential damages include, but are not limited to, loss of use, loss of profit, or business interruption.

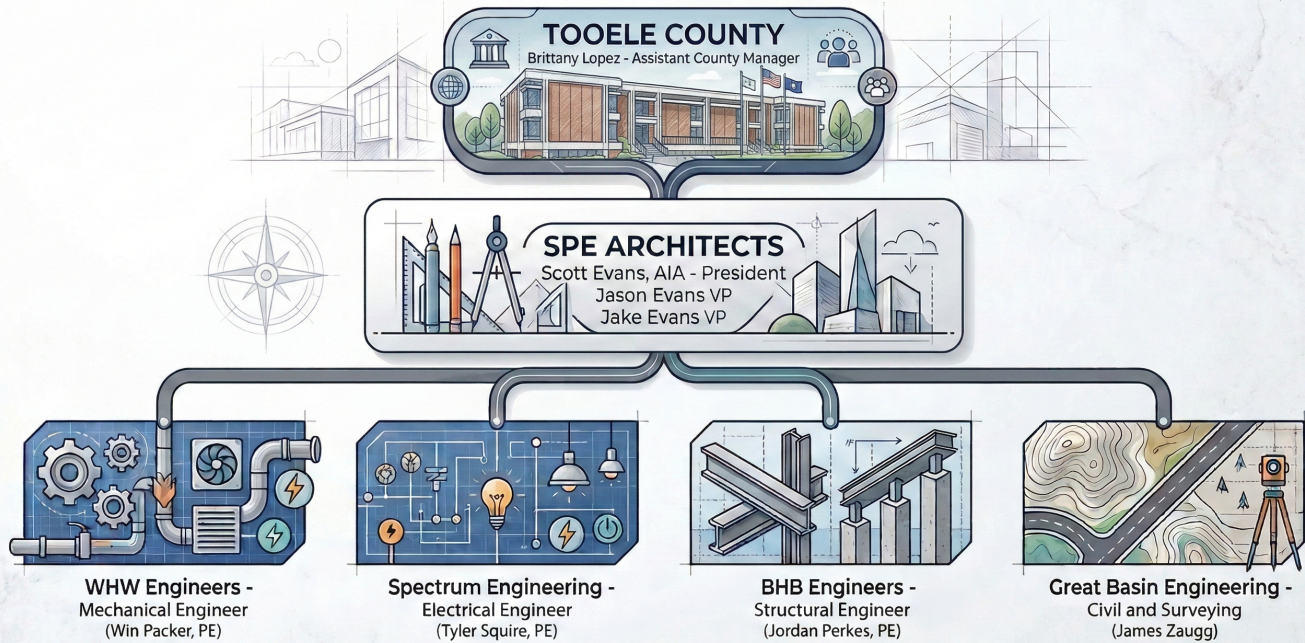
9. Payment Terms

Invoices are due upon receipt. Accounts unpaid **30 days** after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum allowed by law). If any invoice remains unpaid for **60 days**, the Architect may, without liability, suspend services until paid in full.

10. Termination

Either party may terminate this Agreement with **seven (7) days'** written notice for cause. The Client may terminate for convenience with **seven (7) days'** written notice, provided the Architect is compensated for all services performed up to the date of termination, plus reasonable termination expenses.

TOOELE COUNTY OLD JAIL DEMOLITION - PROJECT ORGANIZATIONAL CHART





**BHB CONSULTING
ENGINEERS, INC**
2766 South Main Street
Salt Lake City, UT 84115

p. 801 355 5656
bhbenigneers.com

PROFESSIONAL SERVICE AGREEMENT

Date: February 20, 2026

Client: Scott P. Evans Architect & Associates
Contact: Jason Evans
Address: P.O. Box 517
Kaysville, UT 84037

Phone: (801) 298-1368
Email: Jason@spe-architect.com

Project#: 260197
Project Name: Tooele County Remodel
Project Location: Tooele, Utah

Scope of Services: BHB will provide a structural review of the remaining structure after demolition, the scope of work, and the locations of recommended shoring.

Inclusions: Structural design review report and markups. Construction phase services: submittal review, RFI response.

Exclusions: Shoring design and methods. Structural drawings. Site elements (e.g. generator pads, mechanical enclosures, site walls etc.), opinion of probable cost. Work outside of the scope of services may be performed on a time and material basis per the rates in Appendix A.

Fee: **\$3,000.00**

Client has read and understands the terms and conditions included with this document, dated February 20, 2026, and agrees that such items are hereby incorporated into and made part of this agreement. This agreement is deemed to be accepted and in place once the client authorizes BHB to start work. Charges to the project by BHB may precede the client's authorization to start work. Exclusions are not comprehensive. Any items of scope that are not presented on the inclusions or exclusions listed above are not considered within the scope of professional services.

This professional service agreement, its fees, scope, terms and conditions, and project schedule commitments expire 180 days from the date indicated above.

Offered by:
BHB Consulting Engineers, Inc

Jordan Perkes
Principal, BHB Structural

Accepted by:
Client:

Title:

BHB = RESPONSIVENESS + COORDINATION + CREATIVITY

TERMS AND CONDITIONS

1. **Extent of Agreement:** This Professional Service Agreement (Agreement) represents the entire and integrated Agreement between Client and BHB Consulting Engineers, Inc (BHB) and supersedes all prior negotiations, representations or agreements, either written or oral, on this phase of the project. This agreement may be altered only by written instrument signed by both Client and BHB. Work beyond the Scope of Services and/or redoing any part of the project through no fault of BHB, shall constitute extra work and shall be paid for on a time and materials basis in addition to any other payment provided for in this Agreement. In the event BHB is prevented from performing its services in whole or in part under this Agreement through no fault of BHB or in the event Client requests BHB to temporarily suspend the rendering of its services, the fee for extra services rendered as a result of such delay shall be those set forth in the hourly fee schedule of BHB in effect at the time the services, as resumed, are rendered. Any fixed price amount shall be negotiated to take into consideration mobilization and demobilization changes applicable to the period when services, as resumed, are in fact being rendered.
2. **Expiration:** BHB may declare this agreement to be "expired" (no longer in force) if BHB does not receive authorization to proceed within 180 days of the date of this agreement, and/or there is no work done by BHB on the project for a period of one year, and/or construction does not begin within one year of BHB releasing signed construction documents. In the event BHB declares this agreement to be expired, BHB will negotiate a new agreement if additional services from BHB are requested after the expired date.
3. **Client Information provided to BHB:** BHB may rely solely upon the information provided to BHB by Client or its agents and BHB shall have no obligation to verify the accuracy of such information unless otherwise agreed in writing. By entering into this Agreement, Client recognizes that subsurface conditions may vary from those encountered at the site where investigations are made by BHB and that the data, interpretations and recommendations of BHB are based solely on the information available. BHB will be responsible for those data, interpretations and recommendations but shall not be responsible for the interpretation by others of the information developed.
4. **Limitation of Liability:** In recognition of the relative risks and benefits of the project, Client agrees that BHB's liability for all acts, errors or omissions (whether based upon contract, tort or other legal theory) shall not exceed, in the aggregate, \$6,000.00.
5. **Hold Harmless and Indemnification:** Notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub consultants (collectively, Consultant) from and against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of but not limited to: (a) clients negligent performance or in any way connected with this Project, or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to set by the Consultant; (b) a result of any field investigative activities performed by BHB on Client's behalf; BHB's liability shall be limited to injury or loss caused by the negligence of BHB, its subcontractors and/or agents hereunder; (c) the unauthorized reuse or modification of all reports and other material resulting from BHB efforts on this project by the Client or others on extensions or modifications of this project or any other project; reuse or modification of said materials shall be at the user's sole risk without liability on BHB's part; (d) BHB's use of and/or reliance on Client information provided to BHB; (e) from any claim, liability or defense cost in excess of the limits determined in paragraph 3 above for injury sustained by any party from exposure allegedly caused by BHB's performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of BHB (f) the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. For purpose of computing liability, liability shall include defense costs and attorney's fees. Increased liability limits may be negotiated upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.
6. **Termination:** This Agreement may be terminated by either party by not less than ten days written notice to the other party specifying substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party. But such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. If this Agreement is terminated, BHB shall be paid for services performed to the termination notice date plus reasonable termination expenses. In the event of termination or suspension for more than three months prior to completion of all reports contemplated by this Agreement, BHB may perform such analyses and prepare records as are necessary to complete appropriated files and may also prepare a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of BHB in completing such analyses, records and reports.
7. **Payment:** Invoices/Statements will be issued once a month. Each billing shall be due and payable upon receipt. In the event Client fails to make any payment due BHB within 60 days after BHB's billing date, the unpaid amount due BHB shall bear a late charge at the rate of 1.5% per month (18% per annum) from date of billing until paid and in addition, BHB may suspend or terminate its services under this Agreement until it has been paid in full all amounts due for its services and expenses. Any known disagreement, dispute or dissatisfaction of BHB's services shall be resolved at the time they arise rather than waiting until the final payment. The progress billings, when paid, represent acceptance by Client of the invoiced services performed by BHB insofar as Client has knowledge of the services provided. BHB may at its sole discretion, suspend or terminate its services under this Agreement should Client not satisfy any amount invoiced within forty-five days of the date of invoice. BHB further reserves the right to withhold any instruments of its service, or copies thereof, from Client on any project pending payment on Client's outstanding indebtedness.
8. **Standard of Care:** Services performed by BHB within the limits prescribed by this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the subject project.
9. **Construction Phase Services:** BHB's professional services performed hereunder do not include on-site observations of the contractor's work or performance, unless otherwise indicated in the Agreement. When on-site observations are agreed upon, such observations shall be limited to a cursory review and shall not constitute approval or permission to deviate from contract documents. BHB shall not be liable for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. Any deviations from contract documents must be approved in writing. On-site observations shall not consider means and methods, doing the work, or jobsite safety.
10. **Ownership and Maintenance of Documents:** All materials resulting from BHB efforts on this project, including documents, calculations, photographs, drawings, computer printouts, notes and any other pertaining data, are instruments of BHB's service and shall be the property of BHB unless otherwise specified in the Scope of Services. In any event, BHB shall have the right to retain copies of all said instruments of service. All reports and other materials resulting from BHB efforts on this project are not intended or represented to be suitable for reuse by Client or others on extensions or modifications of this project or any other project. Reuse of said reports or other materials by Client on such extensions, modifications or other projects without written permission or adaptation by BHB for the specific purpose intended shall be at the user's sole risk, without liability on BHB's part.
11. **Compliance with Laws:** Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and BHB shall attempt in good faith to replace any invalid or unenforceable provisions of this

Agreement with provisions which are valid and enforceable, and which come as close as possible to expressing the intention of the original provisions.

12. **Assignments and Subcontracts:** Neither Client nor BHB shall assign its interest in this Agreement without the written consent of the other. BHB may subcontract any portion of the work to be performed hereunder without such consent.
13. **Force Majeure:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this lease, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
14. **Severability Waiver:** Should any provision of this Agreement be held invalid and unenforceable; the remaining provisions shall remain valid and binding upon the parties. The failure of BHB to insist upon strict performance by Client of any of the terms and conditions of this Agreement shall not be deemed a waiver of any of BHB's rights or remedies and shall not be deemed a waiver of any subsequent breach of default by Client.
15. **Certificate of Merit:** The Client shall make no claim either directly or in a third-party claim, against BHB unless the Client has first provided BHB with a written certification executed by an independent professional currently practicing in the same discipline as BHB and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act of omission that the certifier contends is a violation of the standard of care expected of a professional performing

professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to BHB not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding. All actions shall be filed in the jurisdiction of the project and the laws, regulations and rules of that state of shall apply.

16. **Dispute Resolution:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and BHB agree to attempt to resolve such disputes with in the following manner. First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining disputes by formal, nonbinding mediation conducted in accordance with rules and procedures to be agreed upon as legal and equitable by either party. Third, if the dispute or any issues remain unresolved after the previous steps have been attempted, the parties agree to attempt resolution by way of litigation or arbitration. If such matter relates to or is the subject of a lien arising out of the Client's services, the Client may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
17. **3D Modeling:** The REVIT model prepared by BHB will model major concrete, steel and masonry elements including footing and foundations. Object intelligence will be added as needed for generating schedules utilized by BHB. The REVIT model prepared by BHB will NOT model connection assemblies, building components specified in details or schedules, architectural wall reveals, notches, or similar features, miscellaneous framing such as RTU supports, stair stringers, kickers, blocking, joist bridging, beam and column splices, deck edge supports, etc.

Appendix A: BHB Hourly Rates and Reimbursables

Senior Principal	\$255/hr
Principal	\$240/hr
Senior Associate	\$210/hr
Associate	\$200/hr
Project Manager / Senior Engineer	\$190/hr
Job Captain / Designer	\$175/hr
Senior BIM	\$165/hr
Project Engineer / Design Engineer	\$165/hr
Project BIM	\$130/hr
Mileage	Authorized IRS Rate
Reproduction, Postage, Delivery, Etc.	Actual cost plus 10%
Travel (flight, hotel, rental, car, meals, etc.)	Actual cost plus 10%
Other project expenses	Actual cost plus 10%

March 5, 2026

Jason Evans
SPE Architects
jason@spe-architect.com
801-298-1368

CIVIL ENGINEERING FEE PROPOSAL
Tooele Jail Demolition
47 S Main St, Tooele, UT 84074

Dear Jason,

Thank you for requesting this proposal for the civil design of the Tooele Jail Demolition Project. We understand that the project consists of the demolition of an existing jail building. The civil scope will be to identify the locations of the existing utilities to be demolished, caped and/or abandoned. Based on this information and our experience designing similar projects, we are proposing to provide the following services:

PROFESSIONAL SERVICES:

1. CIVIL ENGINEERING/SITE DESIGN SERVICES

- A. SITE DEMOLITION PLAN - Review the topographic survey that we prepared to ensure that the existing site features are reflected on the survey & that each of these features are accurately defined. This survey will become the base map for any site related drawings. A demolition plan will be prepared identifying any known underground utilities that are to remain, be relocated, caped, or be demolished, excavation limits, and areas of the existing site that are to be cleared & grubbed.
- B. PROJECT MANAGEMENT –
 - COORDINATION MEETINGS – Attend up to two (2) coordination meetings with architect, contractor, owners and design team to understand the project schedule, coordinate with other engineering disciplines and meet submittal deadlines. It is anticipated that one site visit prior to or during the design process will be required.
- C. CONSTRUCTION ADMINISTRATION -
 - SITE VISITS – Conduct one (1) site visits during construction to review construction progress and general conformance to construction plans and specifications. Each site visit will include a site observation report that will be submitted to the architect, owner, and contractor. Non-conforming work will be highlighted, and the contractor immediately notified. Additional construction site visits will be performed on request and will be billed at an additional \$300.00 each visit.
 - SUBMITTAL REVIEW – Provide review of required shop drawings, calculations and cut sheets from contractor and their subs. Provide written acceptance or denial on materials intended to meet the intent of the project's plans/specifications.
 - CHANGE ORDER REVIEW – Review site related change orders resulting from unforeseen site conditions, owner directed changes, ASI's, RFI's or CCD's. Costs will be evaluated based on our knowledge of current market conditions and will include

a written summary indicating reasonable costs or unreasonable costs with an explanation.

- **RECORD DRAWINGS** – Provide ‘RECORD DRAWINGS’ at the completion of construction for the civil plans. ‘RECORD DRAWINGS’ will include all site related modifications to the ‘CONSTRUCTION DOCUMENTS’ encountered during construction. Plans will be issued as .pdfs to the Architect, Contractor and Owners.

CIVIL ENGINEERING SERVICES FEE: **\$2,000.00**

ADDITIONAL SERVICES

HOURLY RATES

HOURLY RATES

Hourly Rates for additional work:

Paul Anderson:	Licensed P.E. / Principal	\$195.00 per hour
James Zaugg:	Landscape Architect / Project Manager	\$151.00 per hour
Nicolas Allen:	E.I.T. Engineer in Training	\$149.00 per hour
Delane Wilhoite:	CAD Designer / Drafter	\$100.00 per hour
Cody Taylor:	Survey Department Manager	\$140.00 per hour
	Two Person Survey Crew:	\$210.00 per hour

Fees are based upon an estimate of the number of hours expected to complete the work. GBE reserves the right to request additional fees should the scope, budget, or phasing of the project change significantly during the design timeframe. Quoted fees are valid for a period of six months beginning at the date of this document. Great Basin Engineering reserves the right to alter its fee if this period has expired prior to the commencement of design work.

Due to the size and of the proposed project Great Basin Engineering limits its general liability exposure to a fixed amount equal to one times the above quoted fee in dollars in the event that gross negligence or standard errors and omissions as defined by Utah State Code are demonstrated on the part of Great Basin Engineering.

Any traffic studies, environmental studies, geotechnical investigations, or structural retaining wall designs are not included in our contract. Any off-site street design or utility outfalls beyond the immediate frontage of the project will be handled as additional services. Any Government agency permits other than those detailed herein are not included as part of this proposal.

Our fee does not include any platting, roadway dedication, easement writing and or survey work that may be required as part of the design.

Additional services will be provided at our hourly rates in effect at the time the services are rendered, over and above our quoted fees. Additional services will be initiated only after written approval. Reimbursable expenses will be remitted to the owner at direct cost. (Includes government fees, printing expenses, messenger services, mileage, etc.)

Jason, we are looking forward to working with you on this project and will do all we can to ensure the project moves along quickly and smoothly. Please call if you have any questions or if we can be of further assistance.

Sincerely,
GREAT BASIN ENGINEERING, Inc.


James D. Zaugg
Landscape Architect
Paul C. Anderson, PE
Principal

PROPOSAL FOR CIVIL DESIGN SERVICES

After reviewing this proposal, please sign, date, and E-Mail a copy of this proposal back to us so that we can begin work.

Notice to Proceed:

By: _____ Date: _____

Fee Proposal For:**Tooele County Jail Demolition**

Jason Evans
SPE Architects
P.O. Box 517
Kaysville, UT 84037
801.298.1368
jason@spe-architect.com

February 23, 2026

Design Agreement between Spectrum Engineers, Inc. (Spectrum) and SPE Architects (Client):
This Agreement is made between Spectrum Engineers and Client, herein after called the "Client".

General Project Description:

We are pleased to provide this proposal for professional Electrical consulting services for the Tooele County Jail Demolition project. Our proposal is based on the following general project scope:

Project Type: Demolition of a portion of an existing building

Scope Description: Evaluate existing electrical infrastructure and provide plans to separate the existing electrical from the portions of the building to be demolished. Provide plans to relocate panels or protect in place depending on the project requirements.

Project Basis of Fee:

BASIC SERVICE FEE		
SYSTEMS	DESCRIPTION	FEE
Electrical	- Electrical demolition drawings as outlined in the scope description above. - Includes two site visits & up to 2 virtual meetings.	\$3,250
Total Proposed Fixed Fee		\$3,250

Required from Client/Owner:

- Drawing backgrounds in AutoCAD or Revit
- Existing building electrical drawings

Payment Terms:

- Monthly billing based on progress of the project
- 30 days net, without any retentions or deductions, from the date of invoice.

Additional Services: Refer to Attachment

Reimbursable Expenses: Refer to Attachment

General

Consulting services are limited to:

1. Attendance of up to two (2) design meetings via conference call as requested by Client
2. Up to two (2) site visits
3. Narrative and sketches outlining the impacts to electrical & security systems. Including recommendations and review of existing security devices in the impacted areas.

Excluded Services

1. Seismic or structural design of any kind including equipment mounts and bracing, the project structural engineer should provide any design for structural elements
2. Design meeting or Construction visits, any site visits will be additional cost
3. Phased design or separate bid packages beyond those included above
4. Lighting design of any kind
5. Telecommunications design of any kind
6. Acoustics design
7. LEED Design
8. Printing of bid sets
9. DAS design
10. Audiovisual design

Reimbursable Expenses:

Additional Services shall be billed at an hourly rate as required according to the following schedule.

Hourly Rates		
Principal Project Manager		
	Principal	\$275.00
Technology Engineering		
	Principal	\$215.00
	Associate Engineer	\$175.00
	Project Engineer	\$145.00
Technicians		
	BIM Modeler/CAD Draftsman	\$95.00
	Clerical	\$65.00

Expenses, which are expenditures by the engineer in the interest of the project, include but are not limited to: expense of transportation, subsistence and lodging when traveling in connection with the project and will be compensated by client.

Reimbursable expenses for the reproduction of drawings; postage and handling of drawings, specifications, reports or other project-related instruments of service of the engineer; expense of computer modeling for energy, sound, and lighting analyses where other than standard programs owned by the engineer are utilized.

Reimbursables X Multiplier of 1.0			
Type	Per	Per Receipts	Lump Sum
Mileage	Visit	\$0.585/mile	Current IRS Rates
Travel	Visit	Actual Costs	
Lodging	Night	Actual Costs	
Car Rental	Diem	Actual Costs	
Printing	Issue	Actual Costs	
Mileage is not charged for projects in locations that are less than 50 miles from the office where the employee works.			

Authorization to Proceed:

This proposal remains open for a period of 60 days from the date of the proposal.

General Conditions:

- This Agreement shall be interpreted as if equally drafted by the Client and Spectrum and shall be enforced according to the laws of the State of Utah. Neither the Client nor Spectrum shall assign its interest in this Agreement without the written consent of the other. This Agreement shall be binding upon and inure to the benefit of the successors, assigns of any other transferees of the Client and Spectrum. No rights or benefits are intended or conferred to third parties by this Agreement.
- Any delay or default in the performance of any obligation of Spectrum under this Agreement from any cause beyond Spectrum's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligation of Spectrum as long as performance is delayed or prevented thereby.
- In the event that payment in full is not made to Spectrum as provided herein, Spectrum shall be entitled to its collection costs, including but not limited to attorney fees, lien fees, and costs of court.
- In the event any term, condition or other provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waiver of any term, condition or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.
- This Agreement shall be construed and interpreted as if drafted equally by Spectrum and Client. Nothing in this Agreement, any modification to this Agreement, or in any instrument of Spectrum's services shall create a contractual relationship with or a cause of action in favor of any third party against Spectrum or Client
- This Agreement may be amended only by written instrument expressly referring hereto and duly signed by the parties. The Agreement constitutes the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, and/or agreements, written or oral.

Special Terms and Conditions:

- Spectrum shall perform its services under this Agreement consistent with the professional skill and care ordinarily provided by licensed professionals practicing in the same or similar locality under the same or similar circumstances. Spectrum makes no other warranty with regard to its services. Client shall provide prompt written notice to Spectrum if Client becomes aware of any error, omission, or defect in Spectrum's services.
- Estimates of construction cost provided by Spectrum represent professional opinion and are subject to change and contingent upon factors over which Spectrum has no control. Spectrum does not guarantee the accuracy of such estimates.
- Except as may be expressly provided otherwise by this Agreement, the client recognizes that Spectrum's compensation for any services rendered during construction contemplates one construction contract being let and construction completion within the time period set forth herein. Should the date for completion of construction be exceeded through no fault of Spectrum by more than sixty (60) days, or more than one construction contract be let, Spectrum's compensation shall be increased for services rendered in relation to such additional contracts or beyond said time period. Spectrum is not responsible for the means, methods or sequences of construction nor for the safety of workers or others at the construction site. Site observation visits are not inspections, are not exhaustive or continuous, and consist of periodic visits to the project site intended only to determine whether construction is in general conformance with construction contract documents. Spectrum is not responsible for the performance or non-performance of the Client or its subcontractors.
- Spectrum shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of Spectrum, increase Spectrum's risk or the availability or cost of its professional or general liability insurance.
- In providing services under this Agreement, Spectrum will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions. Upon notice to Spectrum and by mutual agreement between parties, Spectrum will without additional compensation, correct those services not meeting such a standard.

- In recognition of the relative risks and benefits of the Project to both Client and Spectrum, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Spectrum to Client for any and all claims, losses, costs, and damages of any nature whatsoever and claims expenses from any cause or causes, including but not limited to attorneys' fees and costs and expert-witness fees and costs, arising from or relating to this Agreement so that the total aggregate liability of the Spectrum to the Client shall not exceed the Spectrum's total fee received for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, including without limitation negligence, breach of contract, and strict liability. Further, Client releases Spectrum from any and all liability in excess of the limit stated herein
- As an express condition precedent to litigation of any claim, dispute, or other controversy by Client against Spectrum arising out of or in any way relating to this Agreement, Client shall obtain a sworn affidavit containing the written opinion of an independent and reputable design professional, holding the same license as Spectrum and practicing in Utah in the same design discipline as Spectrum, that Spectrum failed to meet the standard of care applicable to Spectrum's performance.
- Any applicable statute of limitations or period of repose will commence to run and any cause of action shall be deemed to have accrued upon the earliest of: (a) the date on which Spectrum completes its performance under this Agreement; (b) the date of substantial completion of the Project; or (c) as otherwise provided by law in the absence of the foregoing alternatives. Thereafter, Client shall have two (2) years to bring a claim against Spectrum, or else Client waives such claim.
- Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless Spectrum and Spectrum's agents, employees, officers, directors, shareholders, insurers, and consultants from and against any and all claims, losses, costs, and damages of any nature whatsoever, including reasonable attorneys' fees, of third parties arising from or relating to the project or the services the Spectrum performs under this Agreement, except if such claims, losses, costs, and damages are adjudged to arise from the negligence or willful misconduct of Spectrum.
- Notwithstanding any other provision of this Agreement, Spectrum will not be liable to Client for any special, consequential, incidental, or penal losses or damages whatsoever, including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of Client or its customers, whether or not Spectrum has been advised of the possibility for such damages.
- All drawings, specifications, tracings, notes, data and other documents Spectrum prepares are instruments of its professional service, for which Spectrum shall retain the copyright. Such instruments are prepared and intended only for use as an integrated set on the Project and for the limited purposes specified. Modification without Spectrum's prior express written consent shall be at the Client's sole risk. The Client shall hold harmless, indemnify and defend Spectrum from and against any and all claims and/or liability arising out of any such non-permissive modification or use without Spectrum's involvement.
- Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Spectrum, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Spectrum shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.
- Spectrum shall present an invoice covering current services performed each month. Payment is due upon receipt of statement. Interest shall accrue on past due accounts at the rate of 1.5% per month. Spectrum may, at its sole discretion and without notice, suspend or terminate its services under this Agreement should the Client not pay any amount invoiced within forty-five (45) days of invoice.
- This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the Client upon at least seven days written notice to Spectrum, in the event that the project is permanently abandoned. If this Agreement is

terminated through no fault of Spectrum, Client shall pay Spectrum for services performed and reimbursable expenses incurred in accordance with the Agreement together with a Termination Adjustment equaling 15% of the estimated fee remaining to be earned at the time of termination, to account for Spectrum's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination.

- Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Spectrum. Spectrum's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against Spectrum because of this Agreement or the performance or nonperformance of services hereunder. The Client and Spectrum agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

General Notes:

1. Any additional engineering work not included above will be billed as additional fees at the hourly rates listed below, unless other fee arrangements are made. Spectrum will not proceed with additional work without the approval of the Client.

2. Professional Engineer's liability is limited to code-related errors. Spectrum is not installing the mechanical, electrical or plumbing equipment and therefore assumes no liability resulting from improper operation of equipment. Spectrum assumes that complete information for project will be provided and assumes no liability for omissions resulting from insufficient information provided to Spectrum.

3. Spectrum is entitled to rely on the accuracy and completeness of directions, services, and information the Client furnishes to Spectrum.

4. The Client acknowledges that accelerated, phased or fast-track scheduling carries with it associated risks. Such risks include the Client incurring costs for Spectrum to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the removal and replacement of previously installed work. If Client undertakes accelerated, phased or fast-track scheduling, Client agrees to include in the budget for the Project sufficient contingencies to cover such costs.

5. This Agreement applies to all services Spectrum performs for the Client for the Project, including any services Spectrum performs prior to the date of this Agreement.

6. Spectrum will review and approve, or take other appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Spectrum's action will be taken in accordance with the submittal schedule approved by Spectrum or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in Spectrum's professional judgement to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the contractor as required by the Contract Documents. Spectrum's review of the contractor's submittals shall not relieve the contractor of its contractual obligations. Spectrum's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by Spectrum, of any construction means, methods, techniques, sequences or procedures. Spectrum's approval of a specific item shall not indicate approval of an assembly of which the item is a component.



Authorization to Proceed:

This proposal remains open for a period of 60 days from the date of the proposal.

Client has read and understood the terms and conditions set forth in this Agreement and agrees that such items are hereby incorporated into and made a part of this Agreement.

Having read, understood and agreed to the foregoing, the Client, by and through its authorized representative, has accepted the terms of this Agreement effective this _____ day of _____, 2026.

By signing below, I hereby accept this proposal from SPECTRUM ENGINEERS, INC. as the basis for preparing a consulting contract as indicated above. If this proposal is not signed and SPECTRUM ENGINEERS, INC. is instructed to proceed with the work, this proposal will form the basis of the agreement between us. If a separate agreement is later signed for this project, then this proposal letter with associated terms and conditions will automatically be incorporated into the newly signed agreement. Where terms and conditions may conflict, the terms and conditions of this Agreement shall prevail.

Client Signature _____

Name & Title _____

Sincerely,

A handwritten signature in blue ink that reads "Tyler Squire".

Tyler Squire, PE
Principal Electrical Engineer



WHW ENGINEERING, LLC
CONSULTING
MECHANICAL
ENGINEERS

Professional Services Agreement

This Professional Services Agreement ("Agreement") is made this 20th day of February 2026, between WHW Engineering, LLC., Salt Lake City, Utah, (801) 466-4021, FAX (801) 466-8536, ("Engineer"), and

Client:	SPE Architects
Representative:	Jason Evans
Address:	108 West Center Street
City, State, Zip:	Bountiful, Utah 84010
Phone:	801.298.1368

hereinafter called "Client."

PROJECT: Client engages Engineer to provide services in connection with the following described project (the "Project"):

Project Description:	Tooele County Jail Demolition
Location:	Tooele, UT

SCOPE OF SERVICES: Engineer agrees to perform the following scope of services as follows:

- See attached scope of services and excluded services.

Design Criteria and Special Conditions: Client agrees that all services not expressly included are excluded from Engineer's Scope of Services.

COMPENSATION: Client agrees to compensate Engineer for the scope of services under this Agreement as follows:

<u> X </u>	Provide the Design Phase mechanical engineering services for a fixed fee of <u>\$2,000.00</u>
<u> X </u>	Provide the Construction Administration Phase mechanical engineering services for a fixed fee of <u>\$1,000.00</u>
<u> X </u>	Total fixed fee of <u>\$3,000.00</u>

The above fees are based upon the scope and criteria provided by Client. Changes in such scope or criteria shall entitle Engineer to additional compensation at its normal hourly rates. In addition to the Agreement amount, Client agrees to reimburse Engineer for expenditures reasonably made in connection with performance of services or for the benefit of the Project, including without limitation transportation and travel costs, lodging and per diem, travel time, long distance telephone, field office expenses, governmental fees, reproduction costs, visual aids for presentations required for securing approval of client or other approving authorities, postage, handling and shipping costs, computer time, expense of manuals, reports, technical bulletins, standards or other documents utilized in performance of the services under this Agreement. In addition, Client assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified. No fee arrangement is intended or to be interpreted as contingent upon completion of the Project by Client.

ATTACHMENTS:

- Scope of Services Attachment.
- Terms and Conditions.

Client acknowledges that it has read and agrees to the Terms and Conditions and other listed documents which are incorporated herein and made a part of this Agreement.

Client:

By: _____

Title: _____ Date: _____

Engineer:

By: _____

Title: _____ Date: _____

Professional Services Proposal – Scope of Services Attachment

Proposed Scope of Work:

Provide mechanical engineering services for the Tooele County Jail demolition project located in Tooele, UT. This shall include the mechanical engineering for the following:

- System separation: Identify critical HVAC and plumbing systems crossing the demolition line.
- Capping & Rerouting: Design the rerouting of ductwork and piping where needed to keep the remaining building functional.

Proposed Scope of Services:

1. Design meetings during design.
2. Design calculations for mechanical and plumbing, including mechanical portion of Comcheck.
3. Construction documents in Revit as determined by client.
4. Specifications.
5. Construction administration including submittal review, contractor's questions, and up to two (2) construction site visit(s) during construction.
6. Drafting of Record drawings per Contractor's redlines.
7. Electronic pdf copies of both construction and record drawings and specifications

Additional specialty mechanical engineering services (if requested):

- Changes in scope, including but not limited to owner's revisions, additive alternates, accelerated design schedule, etc. shall be **at a negotiated fixed additional fee**.

Excluded Services:

1. Fire sprinkler design, layout, calculations, engineer's water supply analysis, etc.
2. Specialty systems equipment engineering.
3. Commissioning
4. Civil engineering, site utilities, site drainage, etc.
5. Hazardous Materials identification and removal
6. Architectural envelope Comcheck
7. LEED, Energy Star, or other certifications

WHW Engineering, LLC 2026 Hourly Rate Schedule

Project hours will be billed at the following hourly rates:

Principal Engineer	\$200.00/hr
Senior Engineer - Project Manager	\$180.00/hr
Staff Engineer	\$160.00/hr
Senior Designer / BIM Modeler	\$145.00/hr
Designer / Drafter.....	\$125.00/hr
Administrative	\$85.00/hr

TERMS AND CONDITIONS

1. AUTHORIZATION TO PROCEED. The signing of this Agreement by the Client and Engineer will serve as written authorization for Engineer to proceed with the scope of services in this Agreement. Commencement of services under this Agreement with Client's consent, or knowledge without written objection to Engineer, shall be deemed acceptance of this Agreement, and have the effect of signing the this Agreement without modification, regardless of whether actually signed by the parties.

2. EXTENT OF AGREEMENT. This Agreement, including attachments incorporated herein by reference, represents the entire integrated agreement between Engineer and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both Client and Engineer. This Agreement is not be construed to create any contractual relationship or rights of any kind between any persons or entities other than the Client and Engineer. This Agreement and services undertaken pursuant to this Agreement are intended solely for the benefit of Client and Engineer and not for the benefit of any third parties.

Services not expressly or implicitly included with those specified herein, as determined by Engineer, are not included or required to be performed by Engineer. If Client has declined construction administration, construction phase services, or other services offered or recommended to Client by Engineer, including without limitation site observations, submittal review, review for potential conflicts in project plans and specifications, etc., and has decided to obtain those services from another source or to forgo those services, Client hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees and subconsultants from any damages, liabilities and costs, including reasonable attorneys fees and defense costs, arising out of or in any way connected with Engineer's not providing such excluded services or which may have been avoided or mitigated by such excluded services.

Client shall provide to Engineer sufficient information regarding requirements for the Project, as well as any and all relevant geotechnical, structural, mechanical, chemical, air and water, pollution, and other laboratory and environmental tests, inspections and reports prepared in connection with the Project. If Engineer requires additional information to complete its services under this Agreement then Client shall supply such information reasonably requested by Engineer in writing. Information or services under the Client's control shall be furnished by Client with reasonable promptness to avoid delay in the orderly progress of Engineer's services.

3. CHANGES. Work beyond the scope of services, work resulting from changes in Project scope or criteria, or redoing any part of the Project through no fault of Engineer, or services resulting from the discovery of conditions or circumstances, or changes in scheduling or applicable laws, codes or regulations not contemplated by Engineer at the commencement of this Agreement shall constitute extra work and shall be paid for on a time and materials basis in accordance with Schedule of Charges in this Agreement, or in the absence thereof the normal rates charged by Engineer. Engineer will not perform such extra work without Client's notification and approval. In the event Engineer's work is interrupted, delayed, accelerated or otherwise impacted due to delays, accelerations, or other schedule changes, Engineer shall be compensated equitably in accordance with the Schedule of Charges attached to this Agreement, or in the absence thereof Engineer's normal rates, for the resulting additional labor or other charges for maintaining, increasing, accelerating or otherwise relating to its work force for Client's benefit.

4. PAYMENT. Client shall pay Engineer's periodic invoices for services upon receipt, without offset or other reduction. Invoices not paid within thirty (30) days of the invoice date shall be subject to interest at the rate of 1.5% per month, compounded monthly, from date of billing until paid. The invoice amounts shall be presumed to be correct unless Client notifies Engineer in writing within fourteen (14) days of receipt specifying in detail the services and amount in question. Typical billing will include progress billings to 80% of fee through the design phase and progress billings to 100% of fee through the construction phase unless otherwise agreed upon. In the event of a dispute regarding billing, Client shall pay all undisputed amounts. Payment for invoiced services shall be deemed acceptance by Client of the services for which payment is made. Client agrees to pay attorney fees and costs necessary to collect on past due accounts, whether or not suit is filed. If client fails to pay an invoice when due, Engineer may suspend all services, and withhold any and all documents, instruments, reports, and information regarding Engineer's services on any project until such invoice is paid in full and satisfactory arrangements made to ensure payment for further services, and such suspension of services shall not be a default of Engineer under this Agreement.

5. PERMITS, UTILITIES AND ACCESS. Unless otherwise stated in the Proposal, Client shall apply for and obtain all required permits and licenses. Client shall make all necessary arrangements to provide Engineer right of entry and access to the site for all equipment and personnel at no charge to Engineer. Client shall be responsible to determine and provide to Engineer the location of all underground utilities and structures in the Project area. While Engineer will take all reasonable precautions to minimize any damage to the property, Client agrees to hold Engineer harmless for any damages to any subterranean structures or any damage occurring by such access and entry by Engineer.

6. ESTIMATED COSTS. Engineer does not guarantee the accuracy of estimated costs for providing services hereunder. Any estimates of construction costs, material quantities or construction time provided by Engineer are

subject to change and are contingent upon factors beyond the Engineer's control. Engineer does not guaranty or warrant the accuracy of any such estimates. Such estimates only represent Engineer's estimate of probable costs and are only for the general guidance of Client.

7. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, with each successive step taken only if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, 4) by arbitration if both parties agree or 5) through the appropriate court located in Salt Lake County, Utah. Nothing in this Section 7 or any other provision of this Agreement shall require Engineer to engage in litigation or arbitration in a forum outside of the State of Utah. Engineer and Client shall share any arbitrator's fee and any filing fees equally. If Engineer and Client enter into arbitration, the arbitration shall be held in the county where the Project is located, unless another location is mutually agreed upon.

8. STANDARD OF CARE. Engineer shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the same profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. This Agreement neither makes nor intends any warranty or guarantee, express or implied.

9. INDEMNITY. Client waives any claim against Engineer, its officers, employees and agents and agrees, to the greatest extent permitted by law, to defend, indemnify, protect and hold harmless Engineer and its officers, employees and agents from any and all claims, liabilities, damages or expenses, of whatever nature, which may arise out of, or relate to, directly or indirectly, the services provided by Engineer under this Agreement, except to the extent caused by the gross negligence or willful misconduct of Engineer. All claims by Client shall be deemed relinquished unless court action is filed, in compliance with Section 7 herein, within one (1) year after substantial completion of the services which are the subject of such dispute.

~~**10. LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, in recognition and equitable allocation of the relative risks and benefits to the parties under this Agreement, Client agrees to limit Engineer's and its officers, employees and agents liability due to professional negligence, any tort, breach of contract, and to any liability arising out of or relating to this Agreement, in the aggregate, the lesser of \$25,000 or the compensation to be paid to Engineer under this Agreement. This limit applies to all services on this Project, whether provided under this Agreement, any subsequent agreements, or otherwise, unless modified in writing, agreed to and signed by authorized representatives of the parties. In addition, Engineer shall not be liable for delay or any other consequential, incidental or indirect damages arising out of or relating to services performed by Engineer for Client pursuant to this Agreement or otherwise. To the greatest extent permitted by law, Client shall hold Engineer, its agents, employees and/or subcontractors harmless and indemnify same from and against any such liability in excess of the above limit. For purposes of this paragraph, costs and expenses, including attorney's fees, shall be included in determining the amount of said liability to be limited.~~

Client and Engineer each waive any and all claims against each other for any and all indirect, incidental, consequential, special or punitive damages arising out of or relating to this Agreement.

11. RESPONSIBILITY. Engineer is not responsible for the completion, quality, scheduling or timeliness of work or services that are dependent upon or performed by the Client or third parties not under the direct control of Engineer, nor is Engineer responsible for their acts or omissions or for any damages resulting therefrom. Client is responsible to provide all pertinent information regarding client-specified equipment and criteria for any design or other services to be performed by Engineer for Client. Engineer shall have the right to rely on any and all information provided to Engineer by or through Client or its representatives, and Engineer shall not have any duty to verify the completeness or accuracy of such information unless specifically provided and agreed herein. Client shall hold harmless, indemnify and defend Engineer as to any claims and liabilities related directly or indirectly to Engineer's use of or reliance on any such information.

12. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Engineer, are for the exclusive use of the Client for the Project specified. No other use is authorized, intended, or contemplated under this Agreement. Client will not distribute or convey Engineer's reports or recommendations to any person or organization other than those identified in the Project description without Engineer's written authorization. Client releases Engineer from liability and agrees to defend, indemnify, protect and hold harmless Engineer from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. Engineer's services are not intended to be relied upon by, or to benefit, or to give rise to any duty (contractual or otherwise) to, any party not having a direct, express and written contract with engineer providing for such reliance. Engineer makes no warranty, guaranty, express or implied, to any party.

13. FIELD REPRESENTATION. The presence of Engineer's field representative for project administration, assessment, observation or testing, will not relieve the contractor of its responsibilities for proper performance of the work and shall not be construed or relied upon as acceptance or approval of any contractor's work. Engineer's services do not include, and Engineer has not undertaken and is not responsible for, supervision or direction of the means, methods, scheduling sequences, materials or actual work of any contractor, its employees or agents. Engineer shall not be responsible for working conditions on the job site including the safety and security of persons or property. Any presence of Engineer at the Project site is merely for the purpose of observing the work being

performed for its own convenience and benefit. Engineer has not undertaken to inspect the work for the benefit or reliance of any party. Engineer is not responsible for the completion or quality of work that is dependent upon or performed by the owner or third parties not under the direct control of engineer. Engineer has not undertaken any geotechnical or site-specific investigations in performing its services. Client is solely responsible for providing such services and delivering pertinent geotechnical and site conditions information to Engineer.

14. ENVIRONMENTAL LIABILITY. Client has and shall retain all responsibility and liability for the environmental and any hazardous conditions on the site. All nonconsumed samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed in writing. If appropriate, Engineer shall preserve samples obtained for the Project for not longer than 30 days after the issuance of any document that includes the data obtained from those samples.

15. TERMINATION. This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of any termination, Client shall pay for all reasonable charges for work performed to the date of termination as determined by Engineer, plus a termination adjustment fee equal to fifteen percent (15%) of the stipulated or hourly fees, as the case may be, Engineer estimates as remaining to be earned as concerning the Project at the time of termination to account for Engineer's rescheduling adjustments, reassignment of personnel and related costs incurred due to termination. Should client terminate this Agreement, Engineer reserves the right to complete such of its services and a report on the services performed to date of termination to the extent that Engineer, in its sole judgment, deems necessary to place its files in order and/or to protect Engineer's professional reputation, for which an additional termination fee to cover the cost thereof in an amount not in excess of thirty percent (30%) of the charges incurred prior to the date of termination shall be paid by Client upon Engineer's request. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

16. ASSIGNMENT. Neither Client nor Engineer shall assign its interest in this Agreement without the written consent of the other.

17. GOVERNING LAW. This Agreement is governed by the laws of the State of Utah.

18. FORCE MAJEURE. Any delay or default in the performance of any obligation of Engineer under this Agreement resulting from any cause(s) beyond Engineer's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of Engineer so long as Engineer's performance is delayed or prevented thereby. Nothing herein shall relieve Client from the obligation to pay for services fully or partially rendered by Engineer.

19. SUBCONSULTANTS. Client acknowledges that part of the services under this Agreement may be provided by subconsultants having specific expertise needed for the services hereunder. Engineer shall not be responsible for the means, methods or operative details of services performed by such subconsultants identified to Client. Engineer shall not be liable for any deficiencies in the services of such subconsultants except to the extent Engineer was negligent in the selection of such subconsultant for the specific services in question. In addition to Engineer, Client may retain the services of other consultants, contractors, and suppliers, and Engineer shall not be responsible for any action or omission of such other consultants, contractors or suppliers.

20. AUTHORITY. Each individual executing this Agreement does represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to deliver this Agreement in the capacity and for the entity set forth where he or she signs.

**TOOELE COUNTY
RESOLUTION 2026-07**

**A RESOLUTION DECLARING THE INTENT OF THE TOOELE
COUNTY COUNCIL TO PURSUE THE DEVELOPMENT OF A
NUCLEAR LIFECYCLE INNOVATION CAMPUS WITHIN TOOELE
COUNTY**

WHEREAS, the Tooele County Council recognizes the importance of promoting the development of nuclear power to advance energy independence and promote economic development; and

WHEREAS, on January 28, 2026, the U.S. Department of Energy released a Request for Information from states interested in establishing a Nuclear Lifecycle Innovation Campus; and

WHEREAS, the Utah State Legislature has adopted S.B. 135 (2026 General Session), which directs the Utah Office of Energy Development to pursue the development of a Nuclear Lifecycle Innovation Campus within the borders of Utah, including the reprocessing and storage of used nuclear fuel, and to engage willing communities to develop consent-based siting for campus elements; and

WHEREAS, Governor Spencer J. Cox has directed the Utah Office of Energy Development to submit a response to the U.S. Department of Energy's Request for Information in accordance with S.B. 135; and

WHEREAS, the U.S. Nuclear Regulatory Commission and Utah Division of Waste Management and Radiation Control will work together to provide federal licensing, state permitting, and overall responsible regulatory oversight of the Nuclear Lifecycle Innovation Campus to ensure safe and environmentally healthy operations; and

WHEREAS, Tooele County possesses distinctive characteristics suitable for the development of a Nuclear Lifecycle Innovation Campus, including:

- Low population density and available arid land;

- Access to transportation and energy infrastructure;
- Experience in radiological materials management at the Clive Facility;
- A skilled workforce with experience working with hazardous materials;
- A rapidly growing population;
- Cities and towns with a high rate of residential housing growth;
- A need to create additional employment opportunities within Tooele County;
- Proximity to military installations such as Dugway Proving Ground and Tooele Army Depot; and

WHEREAS, the development of a Nuclear Lifecycle Innovation Campus is expected to catalyze large-scale growth of tax revenue and employment opportunities within the county where the campus is established;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE COUNTY COUNCIL
as follows:

1. The Tooele County Council formally declares its interest in establishing a Nuclear Lifecycle Innovation Campus within the borders of Tooele County, including the reprocessing and storage of used nuclear fuel, and its intent to support the State of Utah's response to the U.S. Department of Energy's January 28, 2026 Request for Information.
2. The County Council commits to engaging with municipalities and residents of Tooele County to develop consent-based siting for campus elements.
3. The Tooele County Department of Community Development is hereby authorized to coordinate with municipalities, affected landowners, and state agencies regarding development of a Nuclear Lifecycle Innovation Campus within Tooele County.
4. The County Council commits to a transparent public process, including planning commission review, public hearings, and community outreach, to ensure informed participation and local support.

EFFECTIVE DATE: This resolution shall take effect immediately upon passage.

DATED this 24th day of March, 2026.

ATTEST:

TOOELE COUNTY COUNCIL:

TRACY D. SHAW, County Clerk

JARED S. HAMNER, Council Chair

(S E A L)

Council Member Hamner voted _____

Council Member Hoffmann voted _____

Council Member Stromberg voted _____

Council Member Thomas voted _____

Council Member Wardle voted _____

APPROVED AS TO FORM:

NATHAN HARRIS
Deputy Tooele County Attorney

**TOOELE COUNTY
RESOLUTION 2026-08**

**A RESOLUTION AMENDING THE TOOELE COUNTY FEE SCHEDULE
TO REVAMP FEES CHARGED BY THE PARKS AND RECREATION
DEPARTMENT**

WHEREAS, Utah Code Section 17-63-707 requires the county council to adopt, by ordinance or resolution, fees for services provided by county officers; and

WHEREAS, there are additional fees that need to be added to the fee schedule;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE COUNTY COUNCIL
that the attached fees for the Parks and Recreation Department are hereby adopted.

EFFECTIVE DATE: This resolution shall take effect immediately upon passage.

DATED this 24th day of March, 2026.

ATTEST:

TOOELE COUNTY COUNCIL:

TRACY D. SHAW, County Clerk

JARED S. HAMNER, Council Chair

(S E A L)

Council Member Hamner voted _____
Council Member Hoffmann voted _____
Council Member Stromberg voted _____
Council Member Thomas voted _____
Council Member Wardle voted _____

APPROVED AS TO FORM:

NATHAN HARRIS
Deputy Tooele County Attorney

Fee Schedule

Certain fees are established by State statute or State Administrative Rule. All such fees are adopted, even if they contradict fees established in the Fee Schedule.

Facilities / Parks and Recreation	
Type	Rate
Benson Grist Mill	
After Hours Requests (Photography)	\$25 per hour
Daytime Use (25 people or less)	\$50 per hour / \$250 deposit
Daytime Use (26-100 people)	\$100 for 1-4 hours + \$10 per additional hour + \$250 deposit
Individual Overnight Camper	\$10 per night
Overnight Groups	\$125 + \$250 deposit
Power Panel Rental	\$150 per day
School Field Trip	\$100
Ticketed Event	\$500 per day + \$2 per ticket \$650 per day + \$250 deposit
Weddings / Large Events (100+ people)	\$500 + \$250 deposit
County Building	
Room Rental	
Auditorium (1,750 sq ft)	\$20 per hour / \$500 deposit
Power Panel Rental	\$150 per day
Deseret The Peak Sports and Entertainment Complex	
Deseret The Peak requires one half of the rental fee when contract is signed to secure dates.	
Large multi-day events, shows, and sports leagues will be negotiated per event and be accepted by contract only	
Parking Lot(s) Rental (see Deseret The Peak map)	\$200 \$600 per day
Large Parking Lot (next to Moto Cross Track)	\$600 per day
Grass Area (see Deseret The Peak map)	\$200 per day
Overflow Parking (Peak View Park)	\$800 per day or \$200 per day per field
Concessions Stand(s)	\$200 per stand/lot + \$500 deposit
Soccer Fields	\$2,000 per day
Aquatic Center	
Daily Rate	\$5
Pavilion Rental	\$25 per hour + admission for all guests
Private Reservations (up to 200 people)	
Sunday – Thursday (7:30 pm – 9:30 pm)	\$150 \$400 per hour + \$250 cleaning deposit
Friday – Saturday (7:30 pm – 9:30 pm)	\$200 \$500 per hour + \$250 cleaning deposit
Punch Card	\$35 \$40 per 10-punch pass

Facilities / Parks and Recreation	
Type	Rate
Swimming Lessons (8 lessons)	\$35 45 per student/per session
Rental of Entire Pool	\$3,000 daily / includes lifeguards Negotiated by contract
<i>Arena: Indoor (capacity 1,200) / Outdoor (capacity 2,53,000)</i>	
Hourly (3-hour minimum)	\$50 per hour
Rental Fee	\$500 per day
Half-day Rental with Tractor	\$400 per half day
Half-day Rental	\$250 per half day
Full-day Rental with Tractor	\$800 per day
Full-day Rental	\$500 per day
Ticketed Event Charge	\$650 per day
Tractor Rental with Operator	\$75 per hour
Half-day Rental of Outdoor/Indoor Arena as Warm-up	\$250 per half day*
Full-day Rental of Outdoor/Indoor Arena as Warm-up	\$350 per day*
* Requires rental of Indoor/Outdoor Arena as primary venue	
Floor Rental (Indoor only)	\$250
Install Flooring and Provide Cleaning (Indoor only)	\$2,500
Winter Event Rental (Oct-Mar only; 5pm – 9 pm)	\$250 per evening
Open Riding	\$10 per day
Monthly Open Ride Pass	\$30 per month
Sound System	\$100 per day or \$10 per hour
Set-up Day	\$250 per day
<i>Camping</i>	
RV with Full Hookups	\$40 per night
With Electric Hookups	\$30 per night
No Hookups	\$20 per night
<i>Convention Center</i>	
Deposit	\$500 per event
Exhibit Hall	\$500 per day
Kitchen	\$100/\$500 deposit per day/event
Single Room	\$100 per day
Stage – Large	\$110 per event
Stage – Small	\$55 per event
Tables and Chairs	Included in rental fee
Wedding Rate	\$750 per day
Set-up Day	50% cost of the rental fee
<i>Rentals (onsite and offsite use)</i>	
10' x 10' Tent (renter pays city permit fees)	\$375 per day
Portable Bleachers	\$400 per day
Power Panel(s)	\$150 each per day
<i>Heavy Equipment with Operator</i>	
Arena Tractor	\$75 90 per hour
Backhoe	\$90 per hour

Facilities / Parks and Recreation	
Type	Rate
Dozer	\$90 per hour
Loader	\$90 per hour
Skid Steer	\$90 per hour
Water Truck	\$90 per hour
Horse Stalls 12' x 12'	\$15 per day
Open Ride	\$10 per day
<i>Motorized Arena (capacity 7,000)</i>	
Rental	\$500 per event
Ticketed Event Charge	\$650 per day
Set-up Day	\$250 per day
Museum Admission	Donation
<i>Pavilion</i>	
Rental or Livestock Event	\$250 350 per day + \$500 cleaning deposit
Personnel	\$50 per hour
Half-day Rental	\$150 per half day (up to 6 hours)
Set-up Day	\$125
<i>Moto Cross Track</i>	
Rental	\$1,500 per event weekend (Fri, Sat, Sun – available one day before at no cost)
Maintenance	\$400 per day (County staff will prep arena day before event)
Water Truck Driver	\$90 per hour
Additional Maintenance	\$75 90 per hour
Open Ride	\$25 per day/per rider
Motocross Punch Pass	\$200 for 10 days
<i>Festival Grass Area</i>	
Entire Festival Area – approximately 700,000 sq. ft. 16 acres – Capacity of 35,000 people	\$5,000 per day
North Festival Area – approximately 200,000 sq. ft. 4.5 acres – Capacity of 10,000 people	\$2,000 per day
South Festival Area – approximately 500,000 sq. ft. 11.5 acres – Capacity of 25,000 people	\$3,000 per day
Entire Field/Festival Price	Negotiated by contract
Sports Leagues and Tournaments	Negotiated by contract
Set Up Day(s)	50% of the cost of the rental fee
Sports Field – approximately 300 feet x 150 feet	
Half Day, up to 4 hours	\$50 per field, per day
Full Day, 4-12 hours	\$120 per field, per day
Light Usage	\$20 per hour, per field

Facilities / Parks and Recreation	
Type	Rate
Grantsville Reservoir	
Overnight Camping	\$20 per night
Middle Canyon	
Day Use	\$5 per vehicle
Overnight Camping	\$20 per night
Group Campsite (County resident)	\$125 per night + \$100 cleaning deposit
Group Campsite (non-County resident)	\$150 per night + \$250 100 cleaning deposit
Season Pass (2-canyon) for Day Use Only (camping excluded)	\$50
Senior Season Pass (2-canyon) for Day Use Only (60+ years old – must show ID with birthdate)	\$25
Disabled Veteran Lifetime Pass (2-canyon) for Day Use Only (Present proof of County residency, proof of honorable discharge, and proof of service-related disability to County Auditor's office. Pass is good for up to 7 additional people in same vehicle.)	\$0
Ophir Canyon	
Overnight Camping	\$20 per night
Settlement Canyon	
Day Use	\$5 per vehicle
Group Campsite	
County Resident	\$125 per night + \$1 for each additional person over 100 + \$100 cleaning deposit
Non-county Resident	\$150 per night + \$1 for each additional person over 100 + \$250 100 cleaning deposit
Overnight Camping (full refund to non-profit groups with prior approval for canyon conservation / cleanup)	\$20 per vehicle
Overnight RV Full Hookup (water is non-potable)	\$40 per night
Overnight RV Electric only Hookup	\$30 per night
Pavilion	
County Resident	\$100 per day + \$100 cleaning deposit
Non-county Resident	\$150 per day + \$250 100 cleaning deposit
Seasonal Pass (2-canyon) for Day Use Only (camping excluded)	\$50
Senior Season Pass (2-canyon) for Day Use Only (60+ years old – must show ID with birthdate)	\$25
Disabled Veteran Lifetime Pass (2-canyon) for Day Use Only (Present proof of County residency, proof of honorable discharge, and proof of service-related disability to County Auditor's office. Pass is good for up to 7 additional people in same vehicle.)	\$0

**TOOELE COUNTY
RESOLUTION 2026-09**

**A RESOLUTION RENAMING AND AMENDING SECTION 6.7, ANNUAL
PERFORMANCE EVALUATION, OF THE TOOELE COUNTY
PERSONNEL POLICY MANUAL, TO PROVIDE POLICIES AND
PROCEDURES FOR MANAGERS AND EMPLOYEES RELATED TO
ANNUAL PERFORMANCE EVALUATIONS AND MERIT INCREASES**

WHEREAS, Tooele County desires to amend its policies and procedures to help direct the County when it comes to the annual performance evaluations and merit increases for its employees; and

WHEREAS, the Tooele County Council has previously reviewed and updated the Personnel Policy Manual and this resolution furthers this effort to continue guidance to the County;

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE COUNTY COUNCIL that Section 6.7, Annual Performance Evaluation, of the Personnel Policy Manual is renamed, Annual Performance Evaluation and Merit Increases, and shall be amended and adopted as attached.

EFFECTIVE DATE: This resolution shall take effect immediately upon passage.

DATED this 24th day of March, 2026.

ATTEST:

TOOELE COUNTY COUNCIL:

TRACY D. SHAW, County Clerk

JARED S. HAMNER, Council Chair

(S E A L)

Council Member Hamner voted _____

Council Member Hoffmann voted _____

Council Member Stromberg voted _____

Council Member Thomas voted _____

Council Member Wardle voted _____

APPROVED AS TO FORM:

NATHAN HARRIS
Deputy Tooele County Attorney

DRAFT

Personnel Policy Manual

6 Compensation

~~6.7 Annual Performance Evaluation~~

~~Employees may receive an annual raise if they average at least a three on their annual performance review. Subject to annual budget appropriation, all non-seasonal employees may be eligible for pay increases based on performance (merit increases).~~

6.7 Annual Performance Evaluation and Merit Increases

6.7.1 Overview

This section applies to non-seasonal employees who are eligible for annual performance evaluations and, when funded, merit-based pay increases. Annual evaluations are conducted on a Countywide cycle, and even strong performance does not guarantee a pay increase; merit increases depend on performance, supervisor judgment, and available budget. The policy is designed so that employees who consistently deliver higher performance and impact can generally earn higher merit increases than those who meet expectations but do not exceed them.

6.7.2 Purpose

Tooele County uses annual performance evaluations to (a) communicate expectations, (b) document performance, (c) support employee development, and (d) inform pay decisions when funding is appropriated. This section establishes a merit framework that:

1. Aligns merit pay with performance, organizational priorities, and service needs;
2. Provides supervisors discretion to differentiate increases using documented, job-related factors; and
3. Ensures total merit increases remain within the amount budgeted and authorized by the County Council.
4. Ensures that merit decisions are based on job-related factors and applied in a manner that is free from discrimination based on protected characteristics under applicable law and County policy.
5. When budget and policy allow, the County may use separate recognition or incentive programs (such as one-time awards) to acknowledge extraordinary contributions that cannot be fully recognized through the regular merit process.

6.7.3 Council Role and Funding Control

1. **Annual Authorization.** Each fiscal year, the County Council may authorize merit funding through the adopted budget (e.g., a merit pool equivalent to 3% of eligible payroll).
2. **No Entitlement.** Council authorization of merit funding does not create a right or guarantee of an individual's pay increase. Merit increases are awarded based on performance, supervisor judgment, and available funding.

3. **Department Merit Pools.** Human Resources shall determine eligibility and calculate each department's merit pool based on eligible payroll and provide departments with an allocation summary before merit recommendations are due.
4. **Department Head Merit Pool.** As part of the annual budget process, the County Council may appropriate a separate, centralized merit pool specifically for department heads' (non-elected) own merit increases. This department head merit pool is distinct from, and shall not be charged against, any department's regular merit pool allocation for its employees.

6.7.4 Performance Evaluation Scoring as an Input

1. **Scores Inform, Do Not Dictate.** Evaluation scores provide consistent documentation and inform merit decisions, but they are not intended to serve as an automatic, purely mathematical basis for pay increases. Merit decisions must be job-related and may not be based on protected characteristics or non-job-related factors.
2. **Supervisor Judgment and Differentiation.** Supervisors may recommend different merit increases for employees with similar scores based on documented, job-related factors, including but not limited to:
 - sustained performance results, quality, and reliability;
 - initiative, innovation, and problem-solving impact;
 - demonstrated competencies critical to the role and department service delivery;
 - additional responsibilities performed within the existing classification (not a reclassification);
 - critical skills, certifications, retention considerations, or labor market conditions, as reviewed by Human Resources;
 - attendance, conduct, corrective action history, or active performance management; and
 - internal equity, pay compression, or salary range placement considerations.Supervisors should generally recommend higher merit increases for employees who demonstrate consistently higher performance and impact relative to others in similar roles, subject to available funding, pool limits, and the individual cap in this section.
3. **Documentation for All Merit Decisions and Outliers.** All merit recommendations shall include a brief written justification that ties the proposed increase to documented performance or other approved factors in this section. When a supervisor recommends a merit increase that is materially higher or lower than typical for the employee's score, the supervisor must provide additional explanation.
4. **Minimum Performance Standard.** Unless the County Manager approves an exception based on operational need and HR confirms compliance with this policy, employees with an overall rating below "Meets Expectations" (or its equivalent) are typically ineligible for merit increases for that cycle.

6.7.5 Merit Distribution Rules

1. **Budget Neutral Within Merit Pool.** Departments must distribute merit increases so that the total cost of approved merit increases does not exceed the department's merit pool allocation.
2. **Individual Cap.** No employee may receive a merit increase greater than **5%** in a merit cycle.
3. **Zero or Reduced Merit.** An employee may receive a reduced merit increase or no increase for job-related reasons, subject to Human Resources review, including but not limited to:
 - an active performance improvement plan or comparable corrective process;
 - documented performance deficiencies during the review period;
 - failure to participate in the evaluation process or failure to complete required evaluation steps due to employee action;
 - disciplinary action that is active during the review period; or
 - the employee is in their Original Evaluation Period.
4. **Equity and Compression Review.** Human Resources may recommend adjustments to address documented pay compression, internal equity concerns, or salary-range placement issues, provided the department remains within its merit pool, and any changes are communicated to the department head and County Manager.
5. **Department Head Merit Increases.** Department heads' own merit increases shall be recommended and approved through the same performance and review standards in this section, but shall be funded from the centralized department head merit pool described in Section 6.7.3.4, not from their department's merit pool for other employees.
6. **Employees at or Near the Maximum of Their Pay Grade.** For employees whose base pay is at or above the established salary range maximum, merit awards may be provided as lump-sum payments rather than base-pay increases, or may be limited, in accordance with the County's classification and compensation plan and Council-adopted parameters.

6.7.6 Review and Approval Process

1. **Supervisor Submission.** Supervisors shall submit (a) completed annual evaluations and (b) a merit recommendation list to the department head by the deadline established by Human Resources.
2. **Department Head Review.** Department heads shall review recommendations for consistency, equitable application, budget compliance, and documentation sufficiency. Department heads ensure ratings and merit recommendations are applied consistently within the department.
3. **Human Resources.** Human Resources shall review recommendations for:
 - compliance with this policy and Council-adopted compensation parameters;
 - eligibility and calculation accuracy;
 - confirmation that the department remains within its merit pool allocation; and

- adequacy of documentation for outliers, exceptions, and any zero-merit decisions.
4. **Final Approval.** Merit increases become effective only upon final approval by the County Manager (or designee), consistent with budget authority, payroll controls, and this policy.
 5. **Effective Date.** Approved merit increases will generally take effect at the beginning of the first full pay period of the year.

6.7.7 Transparency and Reporting

1. **Management Reporting.** After implementation, Human Resources shall provide the County Manager with a department-level summary report that includes:
 - merit pool allocation and total distributed;
 - distribution ranges (minimum/median/maximum) and banding (e.g., 0%, >0–2%, >2–4%, >4–5%);
 - counts of employees receiving no increase; and
 - a summary of exception categories (without confidential personnel detail).
2. **Council Reporting.** The County Manager may provide the County Council with an annual high-level summary of merit distribution, by department and organization-wide totals, to support transparency and fiscal oversight, consistent with applicable confidentiality requirements.

6.7.8 Examples (Illustrative Only)

1. **Example A (Council funds 3% merit pool).** Department's eligible payroll is \$2,000,000. Merit pool equals \$60,000. Supervisors may recommend differentiated increases (e.g., 0%, 1%, 3%, up to 5%) provided that total increases do not exceed \$60,000 and that rationales are documented.
2. **Example B (High performer at cap).** An employee may receive up to 5% if justified, and the department can fund it within the merit pool. Other increases may be lower or zero to remain budget neutral.
3. **Example C (Differentiating High Performance).** A department has a 3% merit pool. Most solid "Meets Expectations" employees receive 1–3% based on their relative performance and pay position. One consistently exceptional performer, with strong documentation and critical skills, may receive 4–5%, while one or more lower-performing employees may receive 0–1%, so that the department remains within its overall pool.

6.7.9 Administration and Interpretation

Human Resources is responsible for administering this policy, maintaining merit recommendation forms and evaluation procedures, and issuing administrative guidance to support consistent application. The County Manager retains final authority to interpret this policy and may issue administrative rules consistent with County Council-adopted budget parameters.

Motor Vehicle Adjustment

Transaction # Z066KS Tax Year of Adjustment: 2026

Tax District: 035

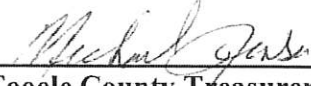
Property Owner: Rudolph James Hoffman

Address: 881 Petro Drive
Tooele, Utah 84074

Description: 2025 Jeep

Explanation Adjustment: Customer registered on 1/14/26 and did not get the abatement.

Amount Levied: \$150.00 Relief Amount (\$150.00) Amount Due \$-0-

Date: February 25th, 2026, Requested by: 
Tooele County Treasurer

Adjustment Authorization:

Assistant County Manager

Dated this _____ Day of _____, 2026.

Date Adjustment made to Tax Roll: 2-25-26 By: 

REFUND: Yes or No Date Sent: _____ Check No.: _____

Motor Vehicle Adjustment

Transaction # V013ZJ Tax Year of Adjustment: 2026

Tax District: 001

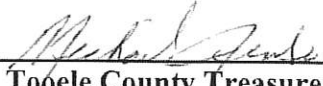
Property Owner: Maria Cristina Rodriquez

Address: 492 E Utah Ave-1
Tooele, Utah 84074

Description: 2020 Toyota

Explanation Adjustment: Customer registered on 1/29/26 and then sold car to daughter.

Amount Levied: \$80.00 Relief Amount (\$80.00) Amount Due \$-0-

Date: March 4th, 2026, Requested by: 
Tooele County Treasurer

Adjustment Authorization:

Assistant County Manager

Dated this _____ Day of _____, 2026.

Date Adjustment made to Tax Roll: 3-4-26 By: 

REFUND: Yes or No Date Sent: _____ Check No.: _____

Motor Vehicle Adjustment

Transaction # 4H2TZ Tax Year of Adjustment: 2026

Tax District: 001

Property Owner: James Chien-Hua

Address: 839 N 730 W
Tooele, Utah 84074

Description: 2019 Toyota

Explanation Adjustment: Customer registered on 2/19/26 and then sold vehicle.

Amount Levied: \$80.00 Relief Amount (\$80.00) Amount Due \$-0-

Date: February 23rd, 2026, Requested by: 
Tooele County Treasurer

Adjustment Authorization:

Assistant County Manager

Dated this _____ Day of _____, 2026.

Date Adjustment made to Tax Roll: 2-23-26 By: AL

REFUND: Yes or No Date Sent: _____ Check No.: _____

Tooele County Motor Vehicle Office

Application for Refund

Fax: (435) 843-4732

Telephone: (435) 843-3190

Name: James Chien-Hua

Address: 839 N 730 W

City: Tooele State: UT Zip Code: 84074

Daytime Telephone#: 801 604 3311 Fax: _____

License Plate#: 4H2T2 Vehicle Make: Toyota Year: 2019

Vehicle Identification # (Vin): 5TDBZRFH0K5747792

Amount Claimed as a Refund: \$ 80 (age based fee only) Tooele County

I am enclosing the following documents, which prove age based fees should be refunded:

1. Copy of current registration or renewal form
2. Original receipt (or copy)
3. Bill of sale is required on all vehicle sales and lease buyouts
4. Other: _____

Explanation: We sold our vehicle.

Signature

Date

Send to: Tooele County Motor Vehicle

47 South Main Room 218

Tooele, Utah 84074

The refund request has to be within 30 days of the registration.

Please note: The Tooele County Motor Vehicle can only process refunds for residents of Tooele County.

Fees paid for temporary permits are NOT refundable.

Real Property Tax Adjustment

Serial Number: 19-075-0-000C R091274 Year of Adjustment: 2021

District: 013

Property Owner: Stansbury Service Agency

Address: 1 Country Club Ste 1

Stansbury Park, Utah 84074

Legal:

LOT C, OPEN SPACE, THE RESERVE PHASE 3 SUBDIVISION, A SUBDIVISION OF
TOOELE COUNTY, OUT OF 5-44-76 FOR 2018 YEAR. 1.197 AC

**Explanation of Adjustment: Need to remove Tax and Interest and Penalty for
all years the account is exempt.**

New Taxes:

Tax: : \$2,390.63 Adjustment: (\$525.40) Refund Tax \$0.00

Date: February 17th, 2026

Requested by:

Michael J. Fink
Tooele County Treasurer

Adjustment Authorization:

_____, Tooele County Manager

Dated this _____ Day of _____, 2026.

Date Adjustment made to Tax Roll: 2-17-26

By: RZ

REFUND: Yes or No

Date Sent: _____

Check No.: _____

Real Property Tax Adjustment

Serial Number: 05-036-0-0077 R096097 Year of Adjustment: 2025

District: 007

Property Owner: Stansbury Service Agency

Address: 1 Country Club Ste 1

Stansbury Park, Utah 84074

Legal:

THAT PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING WEST OF DUKE LANE AND NORTH OF SAGEWOOD VILLAGE SUBDIVISION PHASE 1: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 20, SAID POINT OF BEGINNING BEING NORTH 89°27'40" EAST 1964.87 FEET ALONG SAID SOUTH LINE FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°37'20" WEST 140.00 FEET; THENCE NORTH 40°18'19" WEST 77.96 FEET; THENCE NORTH 00°37'20" WEST 530.00 FEET; THENCE NORTH 12°26'44" WEST 107.43 FEET; THENCE NORTH 61°02'27" WEST 215.25 FEET; THENCE SOUTH 89°22'40" WEST 460.00 FEET; THENCE SOUTH 72°53'44" WEST 62.57 FEET THENCE SOUTH 89°22'40" WEST 56.92 FEET; THENCE NORTH 36°02'11" WEST 100.00 FEET; THENCE NORTH 36°59'29" WEST 108.82 FEET THENCE NORTH 40°57'40" WEST 60.18 FEET; THENCE NORTH 50°32'37" EAST 18.28 FEET THENCE NORTH 34°29'55" WEST 170.00 FEET; THENCE ALONG A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 590.00 FEET AND AN ARC LENGTH OF 199.25 FEET, CHORD DIRECTION NORTH 65°10'35" EAST, CHORD LENGTH 198.31 FEET THENCE NORTH 30°17'13" WEST 372.77 FEET; THENCE NORTH 59°48'31" EAST 1280.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET AND AN ARC LENGTH OF 62.84 FEET, CHORD DIRECTION SOUTH 75°11'57" EAST, CHORD LENGTH 56.57 FEET; THENCE SOUTH 30°12'13" EAST 904.49 FEET; THENCE SOUTH 31°32'09" EAST 60.24 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 1836.50 FEET AND AN ARC LENGTH OF 949.93 FEET, CHORD DIRECTION SOUTH 46°21'15" EAST, CHORD LENGTH 939.38 FEET THENCE SOUTH 28°49'41" WEST 140.00 FEET THENCE SOUTH 01°25'59" WEST 67.31 FEET; THENCE SOUTH 27°57'22" WEST 92.19 FEET; THENCE SOUTH 1812'46" WEST 86.27 FEET; THENCE SOUTH 10°43'05" WEST 86.27 FEET; THENCE SOUTH 03°13'03" WEST 86.42 FEET; THENCE SOUTH 00°37'20" EAST 295.34 FEET; THENCE SOUTH 89°22'40" WEST 1070.22 FEET TO THE POINT OF BEGINNING. BALANCE OF 5-36-64 AFTER 5-36-65 AND SAGEWOOD VILLAGE SUB PH 1 FOR 2020 YEAR. 5.256 AC-----LESS 0.257 AC TO IVORY DEVELOPMENT LLC (SWD ENTRY # 481483). BALANCE OF 5-36-66 AFTER 5-36-67 FOR 2020 YEAR 4.99 AC ----LESS 1.30 AC (SWD ENTRY #488893)-----BALANCE OF 5-36-68 AFTER 5-36-76 FOR 2020 YEAR. 3.69 AC

Explanation of Adjustment: Need to remove Tax and Interest and Penalty for all years the account is an inactive account.

New Taxes:

Tax: : \$11,409.10 Adjustment: (\$11,409.10) Refund Tax \$0.00

Date: February 17th, 2026

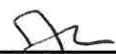
Requested by: Michael J. Ford

Tooele County Treasurer

Adjustment Authorization:

_____, Tooele County Manager

Dated this _____ Day of _____, 2026.

Date Adjustment made to Tax Roll: 2-17-26 By: 

REFUND: Yes or No Date Sent: _____ Check No.: _____

MEDIA AND PUBLICATION SPONSORSHIP AGREEMENT

THIS AGREEMENT is entered into as of the 25TH day of FEBRUARY, 2026 (the “Effective Date”), by and between TOOELE COUNTY, a political subdivision of the State of Utah, 47 South Main Street, Tooele, Utah 84074 (hereafter referred to as “County”), and TRANSCRIPT BULLETIN PUBLISHING CO., located at 58 NORTH MAIN STREET, TOOELE, UTAH 84074 (hereafter referred to as “Publisher”).

RECITALS

- A. County desires to sponsor Publisher’s annual publication titled “101 Fun Things to See and Do in Tooele County” (the “Publication”) to promote tourism, recreation, and community awareness within Tooele County.
- B. Publisher produces and distributes the Publication and is willing to include County’s sponsored content/placement as described in this Agreement in exchange for the fee set forth herein.
- C. The parties desire to set forth their respective rights and obligations regarding production, review, approval, and printing of the Publication.

In consideration of the mutual promises set forth herein, it is hereby agreed as follows:

SECTION I SCOPE OF SERVICES AND DELIVERABLES

Publisher shall produce the Publication and provide County with the necessary drafts for approval before any mass distribution or publication has occurred. Publisher shall print at a minimum of 20,000 copies and distribute all copies in accordance with their previous years practices.

SECTION II TERM

The term of this Agreement shall commence on the Effective Date and continue through completion of the Publication and final delivery of the printed product for the applicable annual edition, unless terminated earlier in accordance with this Agreement.

SECTION III COMPENSATION

County shall pay Publisher a total amount of Thirty-Five Thousand Dollars (\$35,000.00) for the production, distribution and deliverables described in this Agreement. Payment shall be made to Publisher after all the deadlines outlined in this Agreement have occurred.

**SECTION IV
DRAFTS, REVIEW, AND COUNTY APPROVAL PRIOR TO PRINTING**

- A. Draft Deadline. Publisher shall provide County with a complete draft proof of all content no later than April 20, 2026 (the “Draft Deadline”).
- B. County Review Deadline. County shall provide Publisher with written comments, requested edits, or approval of the draft no later than May 1, 2026 (the “Draft Review Deadline”).
- C. Final Proof Deadline. Publisher shall provide County with the final proof of all content no later than May 4, 2026 for final approval and sign off by County.
- D. Final Approval by County Deadline. County shall provide final approval of final, print-ready proof no later than May 6, 2026.
- E. Required County Sign-Off Before Printing. Publisher shall not print, publish, or otherwise authorize printing of the Publication (including any partial print runs containing County-sponsored content) unless and until County has provided written sign-off on the final, print-ready proof. County’s sign-off shall be in writing and may be provided by email.
- F. No Printing Before Review. Publisher acknowledges and agrees that County review of the draft and County sign-off of the final product are material conditions of this Agreement. Any printing or publication occurring before County’s written sign-off shall constitute a material breach.

**SECTION V
PRINT READY DEADLINE AND PRODUCTION SCHEDULE**

- A. Print Ready Deadline. Publisher shall complete the print ready copy of the Publication no later than May 7, 2026 (the “Print Ready Deadline”).
- B. Schedule Changes. Publisher shall promptly notify County in writing of any circumstances that could impact the Draft Deadline, County Review Deadline, Final Proof Deadline, Final Approval Deadline or Print Ready Deadline. Any schedule change requires County’s prior written approval.

**SECTION VI
CONTENT STANDARDS AND CORRECTIONS**

Publisher shall ensure that all content is reproduced accurately, in a professional manner, and consistent with any specifications provided by County. Publisher shall correct, at its expense, any material errors in content caused by Publisher that are identified prior to printing.

**SECTION VII
INTELLECTUAL PROPERTY AND LICENSE**

A. County Materials. Any logos, trademarks, photographs, or other materials provided by County (collectively, "County Materials") remain the property of County. County grants Publisher a limited, non-exclusive, non-transferable license to use County Materials solely as necessary to produce the Publication for the applicable annual edition, subject to County's review and approval rights in Section IV.

B. Publisher Materials. Publisher retains ownership of the Publication as a compilation and of Publisher-created materials, subject to the limited rights granted herein and any County Materials incorporated therein.

SECTION VIII INDEPENDENT CONTRACTOR

Publisher is an independent contractor and not an employee, partner, agent, or joint venturer of County. Publisher is solely responsible for all taxes, withholdings, insurance, and other statutory, regulatory, or contractual obligations of any sort, including those related to Publisher's employees or subcontractors.

SECTION IX INDEMNIFICATION

To the extent permitted by Utah law, Publisher shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of Publisher's negligence or willful misconduct in connection with performance of this Agreement, including unauthorized use of third-party intellectual property. This section does not waive County's immunities or defenses under the Utah Governmental Immunity Act or other applicable law.

SECTION X TERMINATION

Either party may terminate this Agreement upon written notice to the other party. In the event of termination, County shall pay Publisher only for services satisfactorily performed and deliverables accepted by County through the effective date of termination, subject to County's review and approval rights, and subject to available appropriations. Publisher shall deliver to County all draft and final files for County-sponsored content produced as of the termination date.

SECTION XI NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered personally, by certified mail (return receipt requested), or by email (with confirmation of

transmission) to the following addresses, or to such other address as either party may designate in writing:

County: Tooele County
Attn: Andy Welch
47 South Main Street
Tooele, Utah 84074
Email: andy.welch@tooele.co.gov

Publisher: Transcript Bulletin Publishing Co.
Attn: Clayton Dunn
58 North Main Street
Tooele, Utah 84074
Email: clayton@tooeletranscript.com

SECTION XII MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah. Venue shall lie in the Third Judicial District Court, Tooele County, Utah.

B. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter herein and supersedes all prior or contemporaneous negotiations or agreements. Any amendment must be in writing and signed by both parties.

C. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

D. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PUBLISHER

By: Clayton Dunn
Name: Clayton Dunn
Title: Publisher/Sales Manager

COUNTY

By: James A. Welch
Name: James A. Welch
Title: County Manager

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “Agreement”) is made and entered into as of February 27, 2026 (The “Effective Date”), by and between **MOCA Systems, Inc.** (Herein after referred to as “MOCA”), a Delaware corporation with its principal place of business at 17 EXCHANGE PLACE, SALT LAKE CITY, UT 84111, and **Tooele County**, (referred to herein as “Client”), a political subdivision of the State of Utah, acting by and through its designated representatives, with a principal place of business at 47 South Main Street, Tooele, Utah, 84074. MOCA and the Client are hereinafter collectively referred to as the “Parties” or individually as “Party”.

1. RECITALS

WHEREAS, the Client, Tooele County, is seeking the professional services of a qualified third-party Owner’s Representative (OR) to provide comprehensive oversight and coordination of a diverse portfolio of ongoing and upcoming county infrastructure and facility improvement projects;

WHEREAS, the Client desires to engage MOCA to provide the Services as described in this Agreement, and MOCA desires to provide such Services to the Client;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

2. DEFINITIONS

- a. **Project** shall mean the specific work to be performed under this Agreement, as described in the Exhibit A, Statement of Work.
- b. **Construction Manager (CM)/Owner’s Representative (OR)** shall mean MOCA Systems, Inc., a qualified third-party professional responsible for providing comprehensive oversight and coordination of the Project. MOCA acts as the Client's representative to oversee, facilitate and expedite the work required to execute the planning, design and construction of various projects as required.
- c. **Services** shall mean all professional services to be performed by MOCA as the Construction Manager/Owner’s Representative for the Project and as an independent contractor. These services may include, but are not necessarily limited to, activities in the Pre-Construction Phase, the Construction Phase, and the Post-Construction Phase, as further detailed in the Statement of Work.

- d. **Statement of Work ("SOW")** shall mean a written document, attached as an Exhibit to this Agreement, that defines the specific scope, schedule, budget, deliverables, and responsibilities for a particular Project.
- e. **Effective Date** shall mean the date upon which this agreement becomes legally binding and effective.

3. SCOPE OF SERVICES

MOCA shall provide professional services as a Construction Manager/Owner's Representative (the "Services") for the Project(s) described in a Statement of Work (SOW) to be executed by both parties. The specific Services, including any pre-construction, construction, and post-construction phases, shall be as defined exclusively within the executed SOW. The SOW shall detail MOCA's roles, responsibilities, deliverables, and the corresponding Project schedule. MOCA shall provide professional services as a third-party Construction Manager and Owner's Representative to the Client for various infrastructure and facility projects. The specific scope of these services for each project, including all tasks, deliverables, and responsibilities, shall be set forth in a Statement of Work ("SOW") to be attached to this Agreement as Exhibit A. All Services will be performed in accordance with the terms and conditions of this Agreement and the applicable SOW.

Extra Services. No Services beyond those detailed in the Exhibit A shall be performed (the "Extra Services") unless agreed upon in writing by both Parties and documented in an applicable SOW.

4. TERM AND TERMINATION

The term of this Agreement shall commence on the Effective Date and shall continue until all obligations in the SOW are completed, unless terminated earlier as provided herein.

Termination by Client. The Client may terminate any or all the Services agreed to be performed under this Agreement without cause, at any time during the Term by giving MOCA thirty (30) days' notice in writing.

Termination for Cause. Either party may terminate this Agreement for cause upon thirty (30) days' written notice to the other party. Cause for termination shall include but not be limited to: (a) a material breach of this Agreement that is not cured within the notice period; (b) insolvency or bankruptcy of either Party.

Effect of Termination. In the event of termination, MOCA shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the Project. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by Client to MOCA in accordance with section 5 of this Agreement.

5. COMPENSATION

MOCA's compensation for the Services shall be as set forth in the attached Exhibit B. Exhibit B shall specify the specific fee structure. Invoices shall be submitted monthly and are due within thirty (30) days of receipt. Interest may accrue on overdue payments at a rate of one and one-half percent (1.5%) per month.

Effect of Termination. Within ten (10) days after termination of this agreement, MOCA will submit a final invoice ("Final Invoice") which will set forth all amounts due and remaining unpaid to MOCA and upon approval of Final Invoice, Client will pay ("Final Payment") to MOCA the amount due under the Final Invoice under the terms of this Agreement.

6. PERSONNEL AND NOTICES

All written notices to MOCA shall be considered sufficiently given if mailed, emailed, or delivered in person to:

Paul Ernst, Vice President
17 Exchange Place
Salt Lake City, UT 84111
pje@mocasystems.com

The staff designated by MOCA to be the primary point of contact (the "Representative") for day-to-day performance of this Agreement shall be:

Dugan Frehner, Project Manager
17 Exchange Place
Salt Lake City, UT 84111
Dugan.frehner@mocasystems.com

the Representative shall be directly involved in performing, supervising or assisting in the performance of the Statement of Work under this Agreement. The Representative shall be the key person to communicate with, and periodically report to, Client on the progress of the work. MOCA may, from time to time, remove or replace the Representative designated in this Agreement, and provide written notice to the Client of such change.

The services to be performed by MOCA shall be accomplished under the general direction of and coordination with, the staff person designated by the Client serving as the project manager (The "Project Manager"). The Project Manager designated by the Client for day-to-day administration of this Agreement shall be:

James A. Welch
County Manager
47 South Main Street
Tooele, UT 84074

Notices. All formal notices, demands, or other communications required or permitted under this Agreement shall be in writing and shall be delivered to the MOCA Representative and Client Project Manager addresses listed above, unless otherwise specified in this Agreement.

7. SUBCONSULTANTS

MOCA may retain subconsultants to perform portions of the Services, provided that such subconsultants are approved in writing by the Client in advance. MOCA shall be responsible for the performance of its subconsultants, and this Agreement's terms shall be binding on them.

8. STANDARD OF SKILL

MOCA, and MOCA's officers, employees and agents, if any, are skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. The work performed by MOCA shall be with the degree of skill and diligence normally practiced in the industry for which MOCA is being retained by the Client. To the extent that MOCA's industry is subject to guidelines, rules or other standards, MOCA shall ensure that it complies with such guidelines, rules or other standards.

9. INDEPENDENT CONTRACTOR

MOCA is retained and engaged by the Client only to the extent set forth in this Agreement, and MOCA's relationship to the Client is that of an independent contractor. MOCA shall be free to dispose of all portions of MOCA's time and activities which MOCA is not obligated to devote to the City in such a manner and to such persons, firms, or corporations as MOCA sees fit except as expressly provided in this Agreement. MOCA shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for Client's officers or employees. MOCA shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the performance by MOCA (including any of its officers, employees or other agents) of its obligations under this Agreement. Either Party has no authority to bind the other Party in any manner or to incur any obligation, debt or liability of any kind on behalf of or against the Party, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by the Party.

10. CONFIDENTIALITY AND PUBLICITY

Confidentiality. MOCA shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the Projects assigned to MOCA by the Client or other information to which MOCA has had access during the Term of this Agreement without the prior written consent of the designated Project Manager or Client official during the Term of this Agreement and this obligation shall survive for a period of two (2) years after the termination of this Agreement. Notwithstanding the foregoing, the confidentiality obligations imposed by this Agreement shall survive as to any of the following

information (a) a trade secret under applicable law for so long as such information constitutes a trade secret thereunder, (b) any information classified by Client as "critical infrastructure information" or "protected critical infrastructure information" or "protected system," or (c) any other documentation that has been identified as confidential by Client until Client has advised MOCA in writing that such information may be released.

Publicity. MOCA and/or its employees, subcontractors or others with whom it contracts shall not issue any news releases, statements to news media, interviews, or articles for publication related to the Project without the written consent Client.

11. CONFLICT OF INTEREST

MOCA agrees to be familiar with and comply with all applicable federal, state and local conflict of interest laws. MOCA represents and warrants that it is unaware of any Client employee or official that has a financial interest in MOCA's business. During the Term of this Agreement and/or as a result of being awarded this Agreement, MOCA shall not offer or accept any financial interest in MOCA's business by any Client employee or official.

12. RECORDS AND AUDIT RIGHTS

MOCA shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information pertaining to the Client and Project. MOCA shall maintain adequate records on services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. MOCA shall provide access to the Client or Client designees at all proper times to such books and records and gives the Client or Client designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all relevant work, data, documents, proceedings related to this Agreement. MOCA shall maintain such records for at least four years after the termination or final payment under this Agreement, whichever is later.

13. COMPLIANCE WITH LAWS

General Compliance. MOCA agrees to perform all of its obligations under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations. Including but not limited to:

Utah Procurement Code. This Agreement and the Services provided hereunder are subject to the Utah Procurement Code (Utah Code Title 63G, Chapter 6a). MOCA agrees to comply with all applicable requirements of the Code, including those related to the selection and use of the designated fee structure.

Government Records Access and Management Act (GRAMA). The Parties shall comply with all provisions of the Utah Government Records Access and Management Act (GRAMA) (Utah Code Ann., Subsection 63G-2-305). MOCA acknowledges that any proprietary information it

wishes to protect from public disclosure must be properly marked and delineated, and that MOCA must submit a written Claim of Business Confidentiality as provided in this Agreement.

Local Ordinances and Codes. MOCA shall comply with all relevant local ordinances and codes.

14. LIMITATIONS OF LIABILITY

The Client agrees that MOCA's aggregate liability to the Client for any and all injuries, claims, losses, expenses, or damages arising out of this Agreement, or the Services provided, shall not exceed the total fees paid to MOCA under this Agreement. This limitation of liability shall not apply to the extent that such damage is caused by the gross negligence or willful misconduct of MOCA. In no event shall MOCA be liable for any indirect, incidental, special, or consequential damages.

15. INDEMNIFICATION

By MOCA: MOCA shall indemnify, defend, and hold harmless the Client from and against any claims, losses, damages, and expenses (including reasonable attorneys' fees) arising directly from the negligent acts, errors, or omissions of MOCA in the performance of the Services.

By Client: The Client shall indemnify, defend, and hold harmless MOCA from and against any claims, losses, damages, and expenses (including reasonable attorneys' fees) arising from the Client's own negligent acts, errors, or omissions, or those of its other contractors, agents, and consultants.

16. INSURANCE

MOCA shall maintain, at its sole cost, the following insurance coverage in effect for the duration of the Project, with limits no less than:

- **Professional Liability (Errors and Omissions) Insurance:** With limits of not less than \$2,000,000 per claim and in the aggregate.
- **Worker's Compensation Insurance:** MOCA shall provide proof of insurance for worker's compensation.
- **Automobile Liability:** Coverage with a combined single limit of not less than \$1,000,000 per accident.
- **Umbrella Liability:** An umbrella liability policy with an each occurrence limit of not less than \$5,000,000 and an aggregate limit of not less than \$5,000,000.
- **Professional Liability (Errors and Omissions) Insurance:** With limits of not less than \$2,000,000 per claim and in the aggregate.

MOCA will provide proof of such insurance to the Client upon request.

17. DISPUTE RESOLUTION AND GOVERNING LAW

Dispute Resolution Process: The Parties agree that any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be resolved exclusively through the following mandatory, multi-step process, which shall be a condition precedent to the initiation of any formal legal action or proceeding:

Executive Negotiation: The parties shall first attempt to resolve the dispute through good-faith negotiation. Upon written request by either party, designated representatives with full authority to settle the dispute shall meet at a mutually agreed-upon time and location within thirty (30) days of the request to negotiate a resolution.

Mediation: If the parties are unable to resolve the dispute through negotiation within forty-five (45) days of the initial written request, they shall submit the dispute to non-binding mediation. The mediation shall be conducted in Salt Lake City, Utah, with a single mediator who is mutually acceptable to both parties. If the parties are unable to agree on a mediator within ten (10) days, a mediator will be selected by a nationally recognized arbitration service. The costs of the mediation shall be shared equally by the Parties.

Litigation: If the dispute is not resolved through mediation within ninety (90) days of the request for mediation, either party may pursue any and all legal remedies available to them.

Governing Law and Jurisdiction: This Agreement shall be governed by Utah law, and the Parties agree that any disputes shall be resolved in a forum within the State of Utah. Any provision requiring a dispute to be resolved outside of Utah is hereby declared void and unenforceable in accordance with Utah Code § 13-8-3.

12. MISCELLANEOUS PROVISIONS

The parties have read this Agreement and agree to be bound by its terms and constitutes the complete and exclusive agreement between them and which supersedes all proposals, oral or written, and all other communications between them relating to the subject matter of this Agreement. This Agreement may not be amended orally, but only by an instrument in writing signed by the party against whom enforcement of such amendment is sought.

No breach of any obligation nor waiver of any condition in this Agreement shall be deemed waived unless expressly waived in writing by the party who might otherwise assert such breach or condition. Waiver by a party of any breach or condition in one instance shall not invalidate this Agreement, nor shall it be considered to be a blanket or continuing waiver by such party nor a waiver by such party of any other breach or condition hereunder.

If any provision of this Agreement is determined to be illegal or unenforceable for any reason, the same shall be severed from the Agreement and the remainder of the Agreement shall be given full force and effect.

These parties agree that they and their respective successors and assigns shall be bound by this Agreement.

IN WITNESS WHEREOF, MOCA and the Client have caused this Agreement to be duly executed:

CLIENT:

MOCA SYSTEMS INC.:

James A. Welch
Name: James A. Welch
Title: County Manager

Paul Ernst
Name: Paul Ernst
Title: Vice President

**Exhibit A:
Statement of Work (“SOW”)**

This SOW is made part of the Professional Services Agreement between MOCA and the Client and defines the Services for the Project as follows:

Project Description:

The Tooele County Sheriff’s department needs a new training facility to provide adequate space and functionality required to accommodate training and associated administrative functions. Tooele County has developed draft outline of what it believes those needs to be which is included as an attachment (Attachment “A”) to this proposal and will serve as the starting point for program development.

Tooele County currently has four locations with existing building structures that it would like evaluated for consideration in adaptation for use as the new facility (Attachment “B”). Tooele County also owns an undeveloped lot that could be developed for this use to accommodate a new facility which also requires evaluation. Ultimately, Tooele County is looking for recommendations on whether it appears feasible to consider utilization of an existing facility or if development of an entirely new facility is most beneficial.

Scope of Services:

To accomplish Tooele’s goals for this work, MOCA will provide the following scope of services:

- 1) **Architectural Program Development** – Determine the program requirements for the potential new facility which shall include:
 - a. Development of an architectural program for the Sheriff department’s needs. This will require interviews/meetings with the sheriff’s department and senior members of the staff required to understand the needs of the department.
 - i. Assumption is that these meetings will occur every other week throughout the duration of this process.
 - ii. Anticipated Duration: 5 weeks
 - b. Following the interviews/meetings the firm will develop a complete architectural program which will include space, square footage, layouts and adjacencies, if merited from the information gathered.
 - i. Anticipated Duration: 6 weeks
- 2) **Review/analyze existing owned facilities** – Determine potential for reuse in accommodating the program needs.
 - a. Review of existing documents of all existing buildings.
 - b. MOCA site visits to evaluate each building.

- c. Following the review and analysis the MOCA shall develop “test fits” of the architectural program to determine feasibility of implementing the program at each proposed location. The study will include diagrams indicating how the program may be implemented as well as a projected cost and schedule for each building, if applicable.
- d. Review/analyze existing owned property for use in construction of a new facility incorporating all required architectural program elements instead of reusing existing buildings/structures.
- e. Firm will evaluate the plans and provide its recommendations for which option will provide the highest and best use of capital and space for the sheriff department. Rough order of magnitude (ROM) cost projections will be included for options deemed most viable by the project team.

i. Anticipated Duration: 6 weeks

3) Development of Final Deliverables:

- a. Written assessment of the adequacy of reuse for each of the existing proposed buildings/locations.
- b. Development of an architectural program.
- c. Provide matrix comparing the use of the existing building locations to the vacant land option/new building using the architectural program while comparing the costs and projected schedules.
- d. Develop a recommendation for which options provide the greatest benefit to the Owner.
- e. Development of a comprehensive implementation plan for the project.

i. Anticipated Duration: 4 weeks

Assumptions and Clarifications

- 1) Drawings of the existing buildings will be provided by Tooele County to MOCA for use in development of their program and test fit documents.
- 2) MOCA’s analysis and recommendations utilized for this proposal will be based upon general observations of building conditions and types of construction. Further analysis of structural systems, MEP systems, building envelope, etc. may need to be considered to fully vet the viability of an existing facility’s condition and its viability for re-use. MOCA can bring on consultants to provide those observations, if required, as an additional service.

**Exhibit B:
Compensation Schedule**

MOCA will receive a lump sum/fixed fee of **Forty-Six Thousand Six Hundred Fifty Dollars and Zero Cents (\$46,650.00)** which is itemized as follows:

- **1) – Architectural Program Development:**
 - a - \$9,000
 - b - \$12,090
- **2) – Review/analyze existing owned facilities:**
 - a - \$1,250
 - b - \$1,563
 - c, d, e - \$14,066
- **3) – Development of Final Deliverables:**
 - a, b, c, d, e - \$8,681

Any service not specifically noted as included within the proposal above is considered excluded for the purposes of this proposal. MOCA reserves the right to request additional services if either the scope of services or schedule changes due to no fault of our own.

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

- 14. SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- 15. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 16. PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
- 17. DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
- 18. ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
- 19. PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
- 20. PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
- 21. ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
- 22. DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
- 23. FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
- 24. PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
- 25. CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

UTAH DEPARTMENT OF TRANSPORTATION

AERONAUTICAL OPERATIONS DIVISION

**PROJECT APPLICATION AND GRANT AGREEMENT
FOR STATE AID FOR DEVELOPMENT OF PUBLIC AIRPORTS**

Part I - Project Information

TOOELE COUNTY (hereinafter called the "Sponsor") hereby makes application to the Utah Department of Transportation (hereinafter called the "State") for a grant of state funds pursuant to Title 72, Chapter 10, Aeronautics Act, for the purpose of aiding in financing an improvement project (hereinafter called the "project") for the development of the **Wendover**, (hereinafter called the "Airport") located in **TOOELE**.

It is proposed that the Project consists of the following described airport improvements or development:

Procure Tractor Mower Accessory (UDOT)

as shown on the attached map accompanied by a detailed engineering cost estimate showing each item in the Project by description, quantity, unit cost, total cost, engineering and contingencies. [The map will show (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing and proposed improvements thereon including the access road; and (4) airport vicinity zoning.] It is understood that the State will approve in writing the project plans and specifications before start of construction.

The estimated total project is **\$29,014.00**. The requested State share is **\$14,507.00 (50.00%)**.

Other governmental agencies granting money to the project are **N/A**.

The Project engineer is intended to be **Woolpert**

The FAA Project No. is **NA** (if applicable)

Part II - Representations

The Sponsor hereby represents and certifies as follows:

1. Legal Authority - The Sponsor has the legal power and authority to :
 - (1) do all things necessary in order to undertake and carry out the Project in conformity with applicable statutes;
 - (2) accept, receive, and disburse grants of funds from the State in aid of the Project;
 - (3) carry out all of the provisions of Parts III and IV of this document.
2. Funds - The Sponsor now has **\$14,507.00** available for use in defraying its share of the Project. The present status of these funds is as follows:

Part III – Sponsor’s Assurances

In consideration for grant monies made available to the airport, the Sponsor hereby covenants and agrees with the State, as follows:

1. The Sponsor will operate the Airport as such for the use and benefit of the public throughout the useful life of the facilities developed under this Project, but in any event for at least ten (10) years from the date hereof. In furtherance of this covenant, (but without limiting its general applicability and effect) the Sponsor specifically agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes; provided, that the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport; and provided further, that the Sponsor may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary - (a) For safe and efficient use of the Airport; (b) To keep operation activities within acceptable noise levels; To serve the civil aviation needs of the public.

2. The Sponsor covenants and agrees that, unless authorized by the State, it will not either directly or indirectly, grant or permit any person, firm, or corporation the exclusive right at the Airport or at any other Airport now or hereafter owned or controlled by it, to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

3. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable terms, and without unjust discrimination. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the airport, neither it nor any person or organization occupying space of facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to render to the public any service (including the furnishing or sale of any aeronautical parts, materials, or supplies) essential to the operation of aircraft at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) To furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; Provided, that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

4. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of non-aviation products and supplies or any service of a non-aeronautical nature or to obligate the Sponsor to furnish any particular non-aeronautical service at the Airport.

5. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, or the State, and will not permit any activity or uses thereon which would interfere with its use for airport purposes; Provided that nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; and provided further, that nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor.

6. Insofar as it is within its power and reasonably possible, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or

growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or may hereafter acquire, property interests permitting it to so control the use made of the surface of the land. In addition the Sponsor will clear said area or areas of any existing structure or any natural growth that constitutes an obstruction to airspace within the standards established by said Part 77 unless exceptions to or deviations from the aforementioned obligations have been granted to it in writing by the State.

7. The Sponsor will furnish the State with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the State, or may be submitted in such manner as the Sponsor elects as long as the essential data is furnished. The Airport and all Airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments will be made available for inspection and audit by the State, or his duly authorized representative upon reasonable request. The sponsor will furnish to the State a true copy of any such documents.

8. The Sponsor will furnish Utah's Division of Aeronautics on a semi-annual basis a list of all aircraft which have been based at the airport for more than 6 months, out of the last 12 months. The list shall include the aircraft tail numbers with the owner's current name and address.

9. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the State to be eligible to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

10. The Sponsor will keep up to date, by amendment, the attached map of the Airport showing:

- (1) The boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto;
- (2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
- (3) The location of all existing and proposed non-aviation areas and of all existing improvements thereon, including the access road, said attached map, and each amendment,

revision, or modification thereof, shall be subject to the approval of the State which approval shall be evidenced by the signature of a duly authorized representative of the State on the face thereof. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities that might adversely affect the safety, utility, or efficiency of the Airport.

(4) Airport vicinity zoning.

11. Insofar as is within its power and to the extent reasonable, the Sponsor will take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

12. The Sponsor will not dispose of, or abandon in any manner, any portion of the Airport shown on the approved map without the written consent of the State.

13. It is understood and agreed that as to the land acquired or to be acquired for future development of the airport, the Sponsor will construct and complete thereon a useful and usable facility consistent with the State Airport System Plan not later than the time of forecasted need; and if the land so acquired or any part thereof, is not used within the forecast period for the purpose for which it was acquired, the Sponsor will refund the State share of acquisition cost or fair market value of the land, whichever is greater, plus the State share of net revenue, at the time of sale or expiration of the period stated in this agreement. It is further understood and agreed that the Sponsor will deposit all net revenues derived from the interim use of the land into a special fund to be used exclusively for approved items of airport development, but in no case may the State share of such funds be used to match State aid funds in future grants. It is still further understood and agreed that the Sponsor will not dispose of the land by sale, lease, or otherwise without the prior consent and approval of the State.

14. The Sponsor will maintain, at its own expense, the following aeronautical use items and activities:

- (1) A standard, mounted windsock for observation of wind direction and velocity from the ground and while airborne together with a standard segmented circle, both in good repair.
- (2) Enforcement of zoning in the vicinity of airports to minimize environmental problems associated with aeronautical uses.
- (3) A current license issued by the State designating the Airport for public use.
- (4) Runway or boundary lights in good repair and on from dusk to dawn of each calendar day.
- (5) The runway, taxiways, and apron in a state of good repair which would include annual crack filling and mowing of vegetation at least 15 feet outside of hard surfaced areas as necessary to maintain a weed height of not more than 12 inches.

(6) The boundary fence, when in place, in a state of good repair.

(7) The main runway, associated taxiway and apron to be cleared of snow as soon as practical after a snowstorm and the airport to remain open for use during these months.

15. It is understood that the State will participate in the amount of grant monies herein mentioned in the engineering estimate or in the herein mentioned per cent share of the actual project cost, whichever is least.

16. In the event the State does not grant monies under this application, the covenants herein mentioned shall not become effective.

17. Sponsor shall have no authorization to bind the State of Utah or the Utah Department of Transportation, or its Aeronautical Operations Division to any agreement, settlement, liability or understanding whatsoever, nor to perform any acts as agent for the State of Utah, except as herein expressly set forth.

18. Sponsor hereby agrees to indemnify and save harmless the State of Utah, Utah Department of Transportation, and Aeronautical Operations Division, and their officers, agents, and employees from and against any and all loss, damages, injury, and liability, and any claims therefore, including claims for personal injury or death, damages to personal property and liens of workmen and materialmen, howsoever caused, resulting directly or indirectly from the performance of this agreement or from the use or operation of the airport improvements and facilities being purchased, constructed or otherwise developed under this agreement.

Part IV - Project Agreement and Acceptance

If the Project or any portion thereof is approved by the State, and State aid for such approved Project is accepted by the Sponsor, it is understood and agreed that all airport development included in such Project will be accomplished in accordance with the plans and specifications for such development, as approved by the State, and the herein assurances with respect to the Project and the Airport.

IN WITNESS WHEREOF, The parties hereto do hereby ratify and adopt all statements, representatives, warranties, covenants, and agreements contained or referenced herein and do hereby cause this document to be executed in accordance with the terms and conditions here of.

Executed for the Sponsor on: 2/26/2026

(SEAL)



TOOELE COUNTY

(Name of Sponsor)

Signed by:
By Andy Welch
85538195EED4423...

Title **County Manager**
Andy Welch

Signed by:
Attest Jerry Houghton
5CF0C6839A03465...

Jerry Houghton, 2-27-2026
Clerk/Auditor/Recorder

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **Nathan Harris**, acting as Attorney for **TOOELE COUNTY** (herein referred to as the "Sponsor") do hereby certify:

That I have examined the foregoing document and the proceedings taken by said Sponsor relating thereto, and find that the Acceptance thereof by said Sponsor has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of Utah, and further that, in my opinion, said Agreement constitutes a legal and bind obligation of the Sponsor in accordance with the terms thereof.

Dated at 2/27/2026.

Signed by:
Nathan Harris
Title **Deputy Tooele County Attorney**

AERONAUTICAL OPERATIONS DIVISION

Signed by:
[Signature]
07E4C80B60FD4F9...
Director

APPROVED:

Signed by:
RECEIVED AND PROCESSED
BY DIVISION OF FINANCE
[Signature]
2362833BE4E5499...
Finance

Tooele County Service Contract

1. CONTRACTING PARTIES			
This Contract is between Tooele County and the following Contractor:			
CONTRACTOR NAME Outlook Contracting			
ADDRESS 1 130 W Center St		PHONE 801-201-6671	
ADDRESS 2 Alpine, UT 84004		EMAIL invoices@outlookcontracting.com	
2. GENERAL PURPOSE OF CONTRACT			
CONTRACTED SERVICES TO BE PERFORMED: Renovation and upgrade of the Energy Solutions Aquatics Center Concessions Kitchen as specified in contractor quote.			
3. PROCUREMENT			
This Contract is entered into as a result of U3P Event #: DF26-08			
4. CONTRACT PERIOD			
EFFECTIVE DATE Upon Final Signature.		TERMINATION DATE Upon completion and acceptance.	
RENEWAL OPTIONS (IF APPLICABLE) N/A			
5. CONTRACT COSTS			
Contractor will be paid the fixed price amount below for services authorized by this contract as outlined in contractor's attached price proposal.			
TOTAL CONTRACT PRICE NTE \$79,739.56 unless County issuance of a change order.			
INVOICING INFORMATION			
Payment will be issued by mailed check within thirty (30) days of receipt of a properly submitted and approved invoice. 50% deposit authorized upon receipt of invoice before project commencement.			
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE AND/OR ATTACHED:			
a. State Of Utah Agency Standard Terms and Conditions for Goods and/or Services b. Solicitation Documents c. Contractor's response to the Solicitation d. All other government laws, regulations, or actions applicable to the goods and/or services authorized by this Contract e. Tooele County Procurement Code, Applicable sections of the State of Utah Code			
ADDITIONAL ATTACHMENTS (IF APPLICABLE)			
7. SIGNATURES			
CONTRACTOR REPRESENTATIVE Trent Wardle	SIGNATURE <i>Trent Wardle</i>	COUNTY REPRESENTATIVE 1 James A Welch	SIGNATURE <i>James A Welch</i>
TITLE President	DATE 03/06/2026	TITLE County Manager	DATE 3/12/2026
APPROVED AS TO FORM <i>Nathan Harris</i>	SIGNATURE <i>[Signature]</i>	COUNCIL (IF OVER \$100K)	SIGNATURE
TITLE County Deputy Attorney	DATE 3/9/26	TITLE	DATE

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
 - f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
 - g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
 - h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
 - i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
 - j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - l) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - m) **"Work Product"** means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the State Entity. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any State Entity intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third-Party intellectual property
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Tooele, in the Third Judicial District Court for Tooele County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State Entity to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 - b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility

status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

c. Contractor's failure to comply with this section will be considered a material breach of this Contract.

7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the State Entity, upon thirty (30) days written termination notice being given to the Contractor. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal, State, or county funding, whether as a result of a legislative act or by order of the President, the Governor, or the County Manager.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor

warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within ten (10) days of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$2,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State Entity before the Contract may commence.

The County reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED.**

20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by Tooele County, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.
- If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the County's Purchasing Card (major credit card). If payment has not

been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity for infringement of a third-party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the State Entity, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the State Entity and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the State Entity, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the State Entity any and all copyrights in and to the Custom Deliverables, subject to the following:
 1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the State Entity (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the State Entity.

Contractor agrees to grant to the State Entity a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the State Entity to use the Custom Deliverables. The State Entity reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the State Entity's internal purposes, such Custom Deliverables. For the Procurement Item(s) delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the State Entity a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the State Entity's internal business operation under this Contract. The State Entity and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
33. **WORK ON TOOELE COUNTY OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises, if required by the State Entity. The State Entity or Eligible User may remove any individual for a violation hereunder.
34. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).
38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any Procurement Item(s), supplies, construction, or insurance to the State Entity is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
39. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.
41. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
42. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) Tooele County's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.
43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the

validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State Entity of any errors and/or omissions that are discovered.
46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.
48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.
49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State Entity), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/16/2024)

ESTIMATE

Outlook Contracting
130 W Center St
Alpine, UT 84004-1340

invoices@outlookcontracting.com
+1 (801) 201-6671
outlookcontracting.com



Bill to

Tooele County Aquatic Center

Ship to

Tooele County Aquatic Center
Tooele County Aquatic Center

Estimate details

Estimate no.: 1104

Estimate date: 03/05/2026

Expiration date: 04/03/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Permits and Fees	Kitchen equipment drawings to obtain mechanical permit	1	\$1,000.00	\$1,000.00
2.	Permits and Fees	Mechanical permit fee (ALLOWANCE)	1	\$1,500.00	\$1,500.00
3.	Demo	Demo of countertops and other necessary items within the space	1	\$2,000.00	\$2,000.00
4.	Hood	Hood System: Includes labor and materials for an 8', non-heated hood, Make-up Air, electrical control panel, fire suppression, freight, ductwork, stainless sheets on the wall behind the hood, and associated gas lines.	1	\$40,481.75	\$40,481.75
5.	Roofing	Roof flashing for hood equipment on TPO roof (ALLOWANCE)	1	\$2,500.00	\$2,500.00
6.	Electrical	Electrical for hood related items only	1	\$5,500.00	\$5,500.00
7.	Materials	Cooking appliances (ALLOWANCE) \$8000 allowance towards the purchase of 1-2 gas fryers and a gas grill	1	\$8,000.00	\$8,000.00
8.	General Conditions	Supervision and other General Conditions	1	\$10,000.00	\$10,000.00
9.	Profit and Overhead	Profit and Overhead	0.12	\$72,981.75	\$8,757.81
10.		Price includes placement of appliances and equipment within the space.			

Price does not include anything not specifically listed in the quote.

11. This project requires a deposit of 50% prior to beginning.

Total **\$79,739.56**

Expiry date 04/03/2026

Accepted date

Accepted by

**COMMERCIAL/INDUSTRIAL
LEASE (NET/NET/NET)**

THIS COMMERCIAL/INDUSTRIAL LEASE is made and entered into this 16th day of December, 2025, by and between **Tooele County Corporation** (“**Landlord**”) and **Friends of Switchpoint** (“**Tenant**”).

WITNESSETH:

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is agreed by the parties hereto as follows:

PREMISES:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property commonly referred to as the Food Pantry, at 38 South Main Street, Tooele, Utah 84074, (the “**Premises**” or the “**Building**”). The Premises also include the parking and outside areas of Parcel # 02-028-0-0012 and all the interior and exterior space together are sometimes referred to as the “**Property**”.

Tenant shall have the non-exclusive right to use the common areas and in which the Premises are located. Landlord reserves to itself the use of the roof, exterior walls and the area above and below the Premises, together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements now or in the future leading through the Premises and which serve other parts of the structure in which the Premises are located.

LEASE TERM:

The initial term of this Lease shall be Month to month beginning on January 1st, 2026 (the “**Commencement Date**”) and ending on December 31, 2029 (the “**Initial Term**”).

If Landlord fails to deliver possession of Premises ready for occupancy at the commencement of the Initial Term for any reason beyond Landlord’s reasonable control, Landlord shall not be liable for any damage caused thereby, nor shall this Lease become void or voidable, nor shall the Lease term be extended, but in such event no rental shall be payable by Tenant to Landlord for any portion of the Lease term until Landlord can deliver possession of the Premises to Tenant ready for occupancy by Tenant.

Option:

Tenant shall have the option to extend the Term of the Lease for an additional period of 12 Months at the rental rate set forth in Paragraph 3 below (the "Option"). Tenant must exercise the Option between 270 and 180 days prior to the end of the Initial Term of the Lease (the "Option Exercise Period") by giving written notice to the Landlord of Tenant's decision to exercise the Option. Tenant may only exercise the Option if the Tenant has complied with all provisions of the Lease and is not in default at the time of the Tenant's notice of intent to exercise the Option. If Tenant has not previously given Landlord written notice of the Tenant's exercise of the Option, during the Option Exercise Period the Landlord may give notice to the Tenant that Landlord elects to terminate the Option and the Lease shall terminate at the end of the Initial Term.

A -1 RENT:

Base Rent: Tenant agrees to pay to Landlord as rent ("**Base Rent**") during the Initial Term, through Automated ACH Monthly Transfer or if otherwise specified to the address specified in this Lease or at such other place Landlord may from time to time designate in writing, the sum of Five Hundred Dollars and no Cents per month (\$500.00). Said sum is due on or before the 10th of each calendar month and to be payable as follows: Tooele County , 47 South Main Street, Tooele, Utah 84074

Option Term: Tenant agrees to pay to Landlord as rent ("**Base Rent**") during the Option Term at the rates set out below, through Automated ACH Monthly Transfer or if otherwise specified to the address specified in this Lease or at such other place Landlord may from time to time designate in writing, the said sum is due on or before the 10 of each calendar month and to be payable as follows: Tooele County , 47 South Main Street, Tooele, Utah 84074.

In the event Tenant fails to pay Base Rent (including any Additional Rent due hereunder) by the tenth (20th) day of each calendar month a late charge of five percent (5%) shall be charged to Tenant and paid to Landlord as Additional Rent.

Tenant contemporaneously with the execution of this Lease, has deposited with Landlord the sum of Dollars (\$500) (the "**First Month's Rent**" & "**Security Deposit equal to one months rent**") receipt of which is hereby acknowledged by Landlord, to secure the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease. If Tenant fails to pay the Base Rent as provided herein, promptly when due, said deposit may, at the option of the Landlord (but Landlord shall not be required to), be applied to any rent due and unpaid, and if Tenant violates any of the other terms, covenants and conditions of this Lease, said deposit shall be applied to any damages suffered by Landlord as a result of Tenant's default to the extent of the amount of the damages suffered.

Nothing contained in this Section shall in any way diminish or be construed as the waiver by Landlord of any other rights or remedies provided elsewhere herein, or by law. If the security deposit is applied by Landlord for the payment of overdue Base Rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon receipt of a written demand by Landlord,

forthwith remit to Landlord a sufficient amount in cash to restore the Security Deposit to its original amount, and Tenant's failure to do so within ten (10) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay Base Rent and all other sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned in full without interest to Tenant according to applicable Utah law at the end of the Lease Term, or upon the earlier termination of this Lease pursuant to the provisions hereof.

A-2 AUTHORIZED USE.

Tenant shall use the Premises for a Food Pantry and Resource Center and for no other purpose whatsoever, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall not commit or knowingly permit any waste of the Premises or use the same for any unlawful purpose. Tenant will comply with all applicable federal, state and local laws, ordinances and regulations relating to the Premises and its use and operation by Tenant. Tenant agrees not to keep, use or permit to be kept or used on the Premises any flammable fluids, explosives or any "hazardous substance," "solid waste," or "hazardous waste" which would be a violation of any federal, state, or local law or ordinance.

ADDITIONAL RENT. In addition to the Basic Rent, each year the Tenant shall pay the Landlord "Additional Rent", 120 days after the end of the calendar year its "proportionate share" of the Building's Operating Costs. Such costs shall be computed as follows:

Tenant's Proportionate Share (based on the rentable square feet in the Premises divided by the rentable square feet in the Building) is 100 Percent (%).

Landlord will furnish Tenant within 60 days after the end of the calendar year a statement indicating the prior year's actual Operating Costs.

"Operating Costs" shall mean all actual costs and expenses incurred by Landlord in connection with the ownership, operation, management and maintenance of the Building, including, but not limited to, all real and personal property taxes and assessments, except those to be paid by Tenant on its own personal property and leasehold improvements, and any tax or assessment levied or charged in lieu thereof; snow removal, trash removal, utilities, supplies, insurance, license, permit and inspection fees, cost of services of independent contractors, property management fees (including any fees charged by Landlord in connection with managing the Property), cost of compensation (including employment taxes and fringe benefits) connected with the day-to-day operation and maintenance of the Building (including janitorial services, gardening, security, parking, elevator, painting, plumbing, electrical, carpentry, heating, ventilation, air conditioning, window washing and signing), but excluding persons performing services not uniformly available to or performed for substantially all building tenants; and rental expense or a reasonable allowance for depreciation of personal property used in the maintenance, operation and repair of the Building. The foregoing notwithstanding, Operating Costs shall not include depreciation on the Building or amounts paid toward principal or interest of liens of Landlord. Operating Costs shall be based upon

competitive charges for similar services and/or materials that are available in the general vicinity of the Property. Additionally, any management fees paid by Landlord with respect to the Property shall not exceed reasonable and customary fees paid to unrelated parties for management services with respect to comparable properties in the metropolitan area where the Property is situated. Notwithstanding anything contained in this Lease to the contrary, Landlord shall not be permitted to recover from tenants and other occupants of the Property and any other parties more than the actual out-of-pocket cost incurred by Landlord for Operating Costs, plus an administrative surcharge of ten percent (10%); provided, however, that no administrative surcharge shall be applied against real estate or other taxes, insurance premiums or management fees. Landlord warrants that there shall be no duplications of any Operating Costs.

A - 3 AUDIT BY TENANT:

Tenant, or its designated employees or agents, shall have the right, upon ten (10) days prior written notice to Landlord, and within sixty (60) days of Tenant's receipt of the year-end statement described in Section 5(a) above, to call for an audit of the Operating Costs, and any and all other costs, charges or expenses (collectively, the "charges") for which Tenant is responsible to pay or reimburse Landlord pursuant to this Lease, and shall have the right to inspect the books and records of Landlord (including without limitation, Landlord's general ledger) with respect thereto. Landlord agrees to cooperate with any such audit and shall maintain complete books and records in accordance with generally accepted accounting principles, consistently applied, for the same period as required for federal income tax reporting purposes. Such audit(s) shall take place within thirty(30) days of Tenant's request. If it shall be determined as a result of such audit(s) that Tenant has overpaid any of such charges, Landlord shall promptly refund to Tenant the amount of such over payment. If the amount of Tenant's over payment exceeds three percent (3%) of said charges, Landlord shall promptly pay to Tenant's auditor or reimburse to Tenant the cost of said audit(s) upon Tenant's submission of an invoice for same; if the amount of Tenant's over payment does not exceed three percent (3%) of such charges, Tenant shall be solely responsible for the cost of the audit. If Landlord fails to refund any such over payment and/or pay or reimburse such audit costs within thirty (30) days after Tenant provides Landlord with a copy of such audit or invoice (as the case may be) Tenant may, at its option and in addition to any other rights or remedies available to Tenant elect to offset the amounts owing to Tenant against the next due installments of Rent payable by Tenant under this Lease. Tenant agrees to keep the results of such audit confidential provided that Tenant shall have the right to disclose same to its officers, directors, employees, accountants, attorneys and consultants, and those of its affiliates and any actual or prospective assignee, purchaser or lender, or as may otherwise be required by law.

A - 5 INSURANCE:

Liability Insurance and Indemnity. Tenant shall, during all terms hereof, keep in full force and effect a policy of public bodily injury and property damage liability insurance with respect to the Premises, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. The policy shall name Landlord and any other persons, firms or corporations designated by Landlord and Tenant as an additional insured and shall contain a clause that the insurer will not cancel or change the

insurance without first giving Landlord ten (10) days prior written notice. Such insurance shall include an endorsement permitting Landlord to recover damage suffered due to act or omission of Tenant, notwithstanding being named as an additional "Insured Party" in such policies. Such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. The insurance shall be with an insurance company approved by Landlord and a copy of the paid-up policy evidencing such insurance or a certificate of insurer certifying to the issuance of such policy shall be delivered to Landlord. If Tenant fails to provide such insurance, Landlord may do so and charge the same to Tenant, which invoice shall be paid by Tenant within ten (10) days of receipt.

Fire and Casualty Insurance.

Subject to the provisions of this Section 8(b), Landlord shall secure, pay for, and at all times during the terms hereof maintain, insurance providing coverage upon the Building improvements in an amount equal to the full insurable value thereof (as determined by Landlord) and insuring against the perils of fire, extended coverage, vandalism, and malicious mischief. All insurance required hereunder shall be written by reputable, responsible companies licensed in the State of Utah. Tenant shall have the right, at its request at any reasonable time, to be furnished with copies of the insurance policies then in force pursuant to this Section, together with evidence that the premiums therefor have been paid. Tenant shall pay its Proportionate Share of such policies as part of Operating Costs.

Tenant agrees to maintain at its own expense such fire and casualty insurance coverage as Tenant may desire or require in respect to Tenant's personal property, equipment, furniture, fixtures or inventory, and losses due to business interruption, and Landlord shall have no obligation in respect to such insurance or losses. All property kept or stored on the Premises by Tenant or with Tenant's permission shall be so done at Tenant's sole risk and Tenant shall indemnify Landlord against and hold it harmless from any claims arising out of loss or damage to same.

Tenant will not permit said Premises to be used for any purpose which would render the insurance thereon void or cause cancellation thereof or increase the insurance risk or increase the insurance premiums in effect just prior to the commencement of this Lease.

Tenant agrees to pay as Additional Rent the total amount of any increase in the insurance premium of Landlord over that in effect prior to the commencement of this lease resulting from Tenant use of the Premises. If Tenant installs any electrical or other equipment which overloads the lines in the Premises, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of Landlord's insurance.

Waiver of Subrogation. Each party hereto does hereby release and discharge the other party hereto and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

A - 6 REPAIR AND CARE OF BUILDING AND PAYMENT OF UTILITIES BY TENANT:

Tenant agrees to keep the Premises in good condition and repair and agrees to pay for all labor, materials and other repairs conducted on the Premises. Tenant's responsibility includes, but is not limited to, the electrical wiring, plumbing, heating and air conditioning systems (including spring and fall servicing and replacement of filters as recommended by the manufacturers) and to clean the interior of the Premises as the same may or might be necessary in order to maintain the Premises in a clean, attractive and sanitary condition. Tenant shall keep the sidewalks reasonably free from ice and snow. Tenant shall pay all utility charges, including but not limited to charges for water, sewer, heat, gas, electricity and other public utilities used on the Premises, including all replacements of light bulbs, tubes, ballasts and starters within a reasonable time after they burn out.

CONDITION OF THE PREMISES: Tenant accepts the Premises in the condition they are in at the time of its taking possession of the Premises. Tenant acknowledges that except as specifically stated in this Lease, neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Premises as well as zoning and is not relying on any representations of Landlord or Brokers with respect thereto. Tenant agrees, if, during the Lease Term, Tenant shall change the usual method of conducting Tenant's business on the Premises, or should Tenant install therein any new facilities, or should new laws and regulations be imposed, Tenant will, at the sole cost and expense of Tenant, make alterations or improvements in or to the Premises which may be required by reason of any federal or state law, or by any municipal ordinance, or regulation applicable thereto.

A – 7 ALTERATIONS OF BUILDING AND INSTALLATION OF FIXTURES AND OTHER APPURTENANCES:

Tenant may, with written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, but at Tenant's sole cost and expense in a good and workmanlike manner, make such alterations and repairs to the Premises as Tenant may require for the conduct of its business without, however, materially altering the basic character of the Building or improvements, or weakening any structure on the Premises. Tenant shall also have the right, with the written permission of Landlord, which shall not be unreasonably withheld, conditioned or delayed, to erect, at Tenant's sole cost and expense, such temporary partitions, including office partitions, as may be necessary to facilitate the handling of Tenant's business and to install telephone and telephone equipment and wiring, and electrical fixtures, additional lights and wiring and other trade appliances. Any alterations or improvements to the Premises (excluding Tenant's personal property and trade fixtures), including partitions, all electrical fixtures, lights and wiring shall, at the option of Landlord, become the property of Landlord, at the expiration or sooner termination of this Lease. Should Landlord request Tenant to remove all or any part of the above mentioned items, Tenant shall do so prior to the expiration of this Lease and repair the Premises as described below. Temporary shelves, bins, and machinery installed by Tenant shall remain the property of Tenant and may be removed by Tenant at any time; provided, however, that all covenants, including rent due hereunder to Landlord shall have been complied with and paid. At the expiration or sooner termination of this Lease, or any extension thereof, Tenant shall remove said shelves, bins and machinery and repair in a good workmanlike manner, all damage done to the Premises by such removal and restore Premises to the condition as existed on the Commencement Date. In the event that Tenant does not remove any items requested to be removed by Landlord or fails to repair and restore the Premises as required herein, Landlord may expend any sums necessary for removal and repair and may apply the Security Deposit to cover such expenses. If the Security Deposit is insufficient to cover such expenses, Landlord

will submit invoices to Tenant and Tenant shall pay such invoices within thirty (30) days of receipt. The obligations stated herein shall survive the termination or expiration of this Lease. Any alterations or repairs not covered above shall be either approved or denied by Landlord on a case-by-case basis in Landlord's sole discretion.

ERECTION AND REMOVAL OF SIGNS: Tenant may, with prior written consent of Landlord, which approval not to be unreasonably withheld, conditioned or delayed, place suitable signs on the Premises for the purpose of indicating the nature of the business carried on by Tenant in the Premises; provided, however, all such signs shall be in keeping with other signs on the subject Property and in compliance with local ordinances; and provided, further, that the location and size of such signs shall be approved by Landlord in writing, said approval not to be unreasonably withheld, prior to their erection. Signs shall be removed prior to the expiration of this Lease and any damage to the Premises caused by installation or removal of signs shall be repaired at Tenant's expense. All such work shall be completed in a good workmanlike manner.

GLASS: Tenant agrees to replace within three (3) business days all glass in windows and doors in the Premises if broken or damaged during the Lease Term with glass of the same quality as that broken or damaged.

A – 8 RIGHT OF ENTRY BY LANDLORD:

Tenant, shall permit inspection of the Premises during reasonable business hours by Landlord or Landlord's agents or representatives for the purpose of ascertaining the condition of the Premises and in order that Landlord may comply with the terms of this Lease. Six (6) months prior to the expiration of this Lease, Landlord may post suitable notice on the Premises that the same are "For Rent" and may show the Premises to prospective tenants at reasonable times, and upon advance notice to Tenant. Landlord may post "For Sale" signs at any time on the outside of the Building in locations reasonably acceptable to Tenant. Landlord may not, however, thereby unreasonably interfere with the use of Premises by Tenant. Nothing herein withstanding to the contrary, Landlord shall have the right to enter the Premises without prior notice in emergency conditions.

ASSIGNMENT AND SUBLETTING: Neither this Lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, by operation of law, and neither all nor any part of the Premises shall be sublet by Tenant without prior written consent of Landlord which consent shall not be unreasonably withheld conditioned or delayed. In the event of a Sublease of the Premises as herein provided at an increased rental, fifty percent (50%) of said increase shall be paid to Landlord by Tenant as Additional Rent. Tenant shall remain responsible for all duties as defined herein, notwithstanding any actions on the part of the Subtenant.

DAMAGE OR DESTRUCTION: In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, then Landlord agrees to promptly repair the same at Landlord's cost, and this Lease shall remain in full force and effect, except that Base Rent and Additional Rent shall be reduced in proportion to the reduction in the floor area of the Premises. Tenant shall be entitled to a proportionate reduction of the rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs materially interferes with the business carried on by Tenant in the Premises. If the damage is due to the fault or neglect of Tenant or its employees, agents, contractors, subcontractors, or any other party operating by, through or under

Tenant, there shall be no abatement of rent. Notwithstanding anything to the contrary contained herein, Landlord shall not have any obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section either destroys twenty-five (25%) of the building or occurs during the last twelve (12) months of the Lease Term or any extension thereof, and under either of such circumstances, Landlord shall have the right to terminate this Lease without liability; provided however, notwithstanding the foregoing, if Tenant has exercised its option to extend the Lease Term as provided in Section 2 above, then Landlord shall have the affirmative obligation to repair, reconstruct or restore the Premises unless the damage resulting from any casualty covered under this Section destroys more than fifty percent (50%) of the Premises and occurs during the last twelve (12) months of the Initial Term. In any event, Landlord will notify Tenant within sixty (60) days of the date of the casualty whether Landlord intends to repair the building. If, however, Landlord reasonably anticipates that the repairs will not be completed within six (6) months of the date of the casualty, it shall inform Tenant in writing, and Tenant shall have the right to terminate this Lease by written notice within thirty (30) days of receipt of Landlord's notice. Landlord shall not be required to repair any damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railings, floor covering, partitions, or any other property installed in the Premises by Tenant. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such damages from Landlord for loss or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

A – 9 SURRENDER OF PREMISES:

Tenant agrees to surrender the Premises at the expiration, or sooner termination, of the Lease Term, or any extension thereof, in the same condition as when the Premises were delivered to Tenant, or as altered, pursuant to the provisions of this Lease, ordinary wear, tear and damage by the elements excepted, and Tenant shall remove all of its personal property therefrom. Tenant agrees to pay a reasonable cleaning charge should it be necessary for Landlord to restore or cause to be restored the Premises to the same broom clean condition as when said Premises were delivered to Tenant.

HOLDOVER: Should the Landlord permit Tenant to holdover the Premises or any part thereof, after the expiration of the Lease Term, then and unless otherwise agreed in writing, such holding over shall constitute a tenancy from month-to-month only, and shall in no event be construed as a renewal of this Lease and all provisions of this Lease not inconsistent with a tenancy from month-to-month shall remain in full force and effect. During the month to month tenancy, Tenant agrees to give Landlord thirty (30) days prior written notice of its intent to vacate the Premises, provided that Tenant may only vacate at the end of a calendar month unless Landlord otherwise agrees in writing. Landlord shall have the right to give notice of the termination of the month-to-month tenancy as provided under Utah law. Tenant agrees to vacate the Premises upon thirty (30) days prior written notice from Landlord. The rental for the month-to-month tenancy shall be equal to 120% of the Base Rent then in effect for the last month of the immediately preceding Lease Term, plus any other charges payable under the Lease.

QUIET ENJOYMENT: If and so long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Premises, subject,

however, to the terms of this Lease, and Landlord will warrant and defend Tenant in the enjoyment and peaceful possession of the Premises throughout the terms of this Lease.

WAIVER OF COVENANTS: The failure of any party to enforce the provisions of this Lease shall not constitute a waiver unless specifically stated in writing, signed by the party whose rights are deemed waived, regardless of a party's knowledge of a breach hereunder.

A – 10 DEFAULT:

Tenant shall be in default under this Lease: If Tenant abandons the Premises or if Tenant's vacation of the Premises results in the cancellation of any insurance required to be carried by Tenant; If Tenant fails to pay rent on the date due or any other charge within ten (10) days of receipt of written notice from Landlord that such amount is past due; If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after receipt of written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease. The notice required by this Section is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

- (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors;
- (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days;
- (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this subparagraph (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the excess, if any, of the rent (or any other consideration) paid in connection with such assignment or sublease over the rent payable by Tenant under this Lease.

If any guarantor of the Lease revokes or otherwise terminates, or purports to revoke or otherwise terminate, any guaranty of all or any portion of Tenant's obligations under the Lease. Unless otherwise expressly provided, no guaranty of the Lease is revocable.

A – 11 REMEDIES:

On the occurrence of any material default by Tenant, and subject to Landlord's commercially reasonable efforts to mitigate its damages, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have: Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the Premises to Landlord. In

such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which Landlord had earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which Landlord would have earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, and other charges which Tenant would have paid for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves Landlord could have reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation or alteration of the Premises, Landlord's reasonable attorneys' fee incurred in connection therewith, and any real estate commission paid or payable. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of three percent (3%).

Without terminating this Lease, re-enter the Premises and remove all persons and property from the Premises, and make such alterations and repairs as may be necessary in order to relet the Premises and relet said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Lease Term) and at such rental or rentals and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Upon each such reletting, all rentals received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees, and to costs of such alterations and repair; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of further rent as the same may become due and payable hereunder. If rentals received from such reletting during any month are less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly or at such greater intervals as Landlord may see fit. No such re-entry or taking possession of said Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the costs of recovering the Premises and reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the Lease Term over the then reasonable rental value of the Premises for the remainder of the Lease Term, all of which amount shall be

immediately due and payable by Tenant.

Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Premises is located.

A - 12 LANDLORD'S DEFAULT:

Landlord shall be in default of this lease upon failure by Landlord to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Landlord where such failure shall continue for a period of thirty (30) days after Landlord's receipt of written notice thereof from Tenant; provided, however, that if the nature of Landlord's default is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within thirty (30) days after Tenant's notice and thereafter diligently prosecutes such cure to completion as soon as possible after such thirty (30) day period. If prior to its giving such notice, Tenant has been notified in writing of the address of a lender which has furnished any financing to Landlord, concurrently with giving the notice to Landlord, Tenant shall also provide a copy thereof to the lender by registered mail.

ATTORNEY FEES: If Tenant or Landlord shall be in breach or default under this Lease, such party (the "**Defaulting Party**") shall reimburse the other party (the "**Nondefaulting Party**") upon demand for any costs or expenses that the Nondefaulting Party incurs in connection with any breach or default of the Defaulting Party under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any legal proceeding for breach of or to enforce the provisions of this Lease is commenced, in bankruptcy or otherwise, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs at trial, upon appeal. The losing party in such action shall pay such attorneys' fees and costs.

MEDIATION AND ARBITRATION. If any dispute or claim in law or equity arises out of this Lease, Tenant and Landlord agree in good faith to attempt to settle such dispute or claim by mediation under the Commercial Mediation rules of the American Arbitration Association. If such mediation is not successful in resolving such dispute or claim, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in accordance with the Commercial Arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. However, this Section does not apply to disputes or claims arising under Section 78B, Chapter 6, of the Utah Code or any other common law rights of eviction in favor of the Landlord.

FAILURE TO PERFORM COVENANT: Any failure on the part of either party to this Lease to perform any obligations hereunder, other than Tenant's obligation to pay rent, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any similar cause beyond the control of the party so failing to perform, to the extent and for the period that such continues.

RIGHTS OF SUCCESSORS AND ASSIGNS: The covenants and agreements contained in this Lease will apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, distributees, executors, administrators, legal representatives, assigns, and upon their respective successors in

interest except as expressly otherwise hereinabove provided. In the event of any sale of, or transfer of title to, the Premises by Landlord, Landlord shall be entirely relieved of all liability under any and all of its covenants and obligations under this Lease arising out of any act, occurrence or omission occurring after the completion of such sale.

TIME: Time is of the essence of this Lease and every term, covenant and condition herein contained.

A – 13

LIENS: Tenant agrees not to permit any lien for monies owing by Tenant to remain against the Premises for a period of more than thirty (30) days following discovery of the same by Tenant. Should any such lien be filed and not released or discharged within thirty (30) days after discovery of the same by Tenant, Landlord may at Landlord's option (but without any obligation so to do) pay and discharge such lien and may likewise pay and discharge any taxes, assessments or other charges against the Premises which Tenant is obligated hereunder to pay and which may or might become a lien on the Premises. Tenant agrees to repay any sum so paid by Landlord upon demand therefor.

CONSTRUCTION OF LEASE: Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural when the sense requires.

SUBORDINATION: Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. However, Tenant's right to quiet possession of the Property during the Lease Term shall not be disturbed if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default.

ATTORNMEN: In the event of any sale or exchange of the Premises or the Building, Landlord shall be and is hereby relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease, or arising out of any act, occurrence, or omission related to the Premises or the Building occurring after the consummation of such sale or exchange. If Landlord's interest in the Property is acquired by any ground Landlord, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease; provided however, that such transferee or successor agrees in writing not to disturb Tenant's tenancy hereunder. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Property upon the transfer of Landlord's interest.

A – 14 SIGNING OF DOCUMENTS:

Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so, provided that such documents also provide that so long as Tenant is not in default hereunder, its tenancy shall not be disturbed and this Lease shall be recognized by any purchaser at a foreclosure sale or its equivalent. Such subordination and

attornment documents may contain such provisions as are customarily required by any ground landlord, beneficiary under a deed of trust or mortgage. If Tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

ESTOPPEL CERTIFICATE: Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated; (iii) that the last date of payment of the Base Rent and other charges and the time period covered by; such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord or the holder of a mortgage, deed of trust or lien to which the Property is or becomes subject. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Failure to do so shall conclusively determine that: (a) the Lease is in full force and effect without modification except as may be represented by Landlord; (b) there are no uncured defaults in Landlord's performance; and (c) no more than one month's rent has been paid in advance. Any such statement by Tenant may be given by Landlord to any prospective purchaser or encumbrances of the Property. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

TENANT'S FINANCIAL CONDITION: Within ten (10) days after written request from Landlord, which shall not be more than twice in any calendar year, Tenant shall deliver to Landlord such financial statements as Tenant regularly prepares internally in the normal course of business so Landlord may verify the net worth of Tenant, or any assignee, subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth herein.

SECTION HEADINGS: The Section headings as to the contents of particular Sections herein, are inserted only for convenience and are in no way to be construed as part of such Section or as a limitation on the scope of the particular Section to which they refer.

A – 15 NOTICES:

It is agreed that all notices required or permitted to be given hereunder, or for purposes of billing process, correspondence, and any other legal purposes whatsoever, shall be deemed sufficient if given by a communication in writing by United States mail, postage prepaid and certified and addressed as follows:

If to Landlord:

Tooele County Human Services
Attn: Peter Clegg
47 South Main Street

Tooele, Utah 84074

Email: peter.clegg@tooeleco.gov

Tenant:

Friends of Switchpoint, Inc

Attn: Carol Hollowell

206 North 2100 West Ste. 101

Salt Lake City, Utah 84116

Email: chollowell@switchpointerc.org

GOVERNING LAW: The terms of this Agreement shall be governed by and construed in accordance with Utah law without reference to its choice of law provisions.

DOCUMENTATION: The parties hereto agree to execute such additional documentation as may be necessary or desirable to carry out the intent of this Agreement.

INDEMNIFICATION OF LANDLORD: Tenant, as a material part of the consideration to be rendered to Landlord under this Lease, shall defend, indemnify and hold Landlord exempt and harmless from any claims, suits, actions, demands, causes of action, liabilities, losses or expenses, including reasonable attorneys' fees, arising in connection with any damage or injury to any person, or the goods, wares and merchandise of any person, arising from the use of the Premises by Tenant, or from the failure of Tenant to keep the Premises in good condition and repair, as herein provided. Also, Tenant warrants that it will make no use of the Premises which may cause contamination of the Building, improvements and the soil and ground water. Accordingly, Tenant indemnifies and agrees to hold the Landlord harmless with regard to any claim for, but not limited to, damage to the Landlord's property or any other property or person. This indemnification shall survive the termination of this Lease.

A – 16

LANDLORD WARRANTIES: Notwithstanding anything to the contrary contained in this Lease, Landlord represents, covenants and warrants that to Landlord's actual knowledge, the roof and all other portions of the Premises, including, without limitation, all electrical, lighting, plumbing, mechanical, heating, ventilating and air conditioning systems within or servicing the Premises, are in good condition and working order and free of defects.

LANDLORD'S LIEN: Tenant hereby grants to Landlord a lien upon the improvements, trade fixtures and furnishings of Tenant to secure full and faithful performance of all of the terms of this Lease. Provided Tenant is not in default hereunder, Landlord agrees to subordinate its Landlord's lien on Tenant's personal property and equipment to that of any bona fide third party who is loaning funds to

Tenant which directly benefit Tenant's operations at the Premises.

EMINENT DOMAIN: If at any time during the Lease Term the entire Premises or any part thereof shall be taken as a result of the exercise of the power of eminent domain or by an agreement in lieu thereof, this Lease shall terminate as to the part so taken as of the date possession is taken by the condemning authority. If all or any substantial portion of the Premises shall be taken, Landlord may terminate this Lease at its option, by giving Tenant written notice of such termination within thirty (30) days of such taking. If all or a portion of the Premises taken are so substantial that Tenant's use of the Premises is substantially impaired, Tenant may terminate this Lease pursuant to this Article by providing written notice of Tenant's intent to terminate within thirty (30) of the taking. Unless terminated as herein provided for, this Lease shall remain in full force and effect, except that the rent payable by Tenant hereunder shall be reduced in the proportion that the area of the Premises so taken bears to the total Premises. Landlord shall be entitled to and Tenant hereby assigns to Landlord the entire amount of any award in connection with such taking. Nothing in this Article shall give Landlord any interest in or preclude Tenant from seeking, on its own account, any award attributable to the taking of personal property or trade fixtures belonging to Tenant, or for the interruption of Tenant's business.

REPRESENTATION REGARDING AUTHORITY: The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

ENTIRE AGREEMENT: This Lease constitutes the entire agreement and understanding between the parties hereto and supersedes all prior discussions, understandings and agreements. This Lease may not be altered or amended except by a subsequent written agreement executed by all of the parties hereto.

REVIEW OF DOCUMENTS: The parties hereto represent that they have read and understand this Lease, and that they have sought legal counsel to the extent deemed necessary in order to protect their respective interests. This Lease is a product of arms length negotiation by the parties hereto and it is expressly agreed that this Lease shall not be construed in favor of or against either party.

KEYS & LOCKS: Tenant, upon the termination of the Tenancy, shall deliver to the Landlord all the keys to the offices, rooms and rest rooms which have been furnished to Tenant.

A – 17

AUCTION, FIRE OR BANKRUPTCY SALE: Tenant shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the Premises.

CARPETING DAMAGE AND CHAIR MATS: Tenant agrees to be responsible for the replacement of carpeting in the Premises if same shall be damaged by burning, or stains resulting from spilling anything on said carpet, reasonable wear and tear excepted. Tenant further agrees to use "chair mat" under all chairs used with desks.

MEMORANDUM OF LEASE: Neither Landlord nor Tenant may record a “short form” memorandum of this Lease without the prior written consent of the other party. The party requesting such memorandum shall pay all recording fees.

AGENCY DISCLOSURE: At the signing of this Agreement there is no listing agent or leasing agent.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

LANDLORD:

Tooele County Corporation

By: James A Welch
James A Welch (Feb 20, 2026 14:27:52 MST)

Print: James A Welch

Date: 02/20/2026

Title: County Manager

TENANT:

Friends of Switchpoint, Inc.

By: Carol Hollowell
Carol Hollowell (Feb 20, 2026 13:16:52 MST)

Print: Carol Hollowell

Date: 02/20/2026

Title: CEO

APPROVED AS TO FORM:

By: Nathan Harris

Printed Name: Nathan Harris

Date: 02/20/2026

Title: Deputy County Attorney

2026-2029 Switchpoint Net-Net-Net Lease Agreement

Final Audit Report

2026-02-20

Created:	2026-02-20
By:	Peter Clegg (peter.clegg@tooeleco.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3i8ccu9f0wUP-j9qH8rA7HQxejd-3AAc

"2026-2029 Switchpoint Net-Net-Net Lease Agreement" History

-  Document created by Peter Clegg (peter.clegg@tooeleco.gov)
2026-02-20 - 5:48:56 PM GMT- IP address: 206.197.88.5
-  Document emailed to Nathan Harris (nathan.harris@tooeleco.gov) for signature
2026-02-20 - 5:54:38 PM GMT
-  Email viewed by Nathan Harris (nathan.harris@tooeleco.gov)
2026-02-20 - 5:54:41 PM GMT- IP address: 152.39.164.210
-  Document e-signed by Nathan Harris (nathan.harris@tooeleco.gov)
Signature Date: 2026-02-20 - 6:41:10 PM GMT - Time Source: server- IP address: 206.197.88.5
-  Document emailed to chollowell@switchpointcrc.org for signature
2026-02-20 - 6:41:12 PM GMT
-  Email viewed by chollowell@switchpointcrc.org
2026-02-20 - 7:56:21 PM GMT- IP address: 104.47.73.254
-  Signer chollowell@switchpointcrc.org entered name at signing as Carol Hollowell
2026-02-20 - 8:16:50 PM GMT- IP address: 64.157.21.110
-  Document e-signed by Carol Hollowell (chollowell@switchpointcrc.org)
Signature Date: 2026-02-20 - 8:16:52 PM GMT - Time Source: server- IP address: 64.157.21.110
-  Document emailed to andy.welch@tooeleco.gov for signature
2026-02-20 - 8:16:55 PM GMT
-  Email viewed by andy.welch@tooeleco.gov
2026-02-20 - 9:26:27 PM GMT- IP address: 180.92.136.236

 Signer andy.welch@tooeleco.gov entered name at signing as James A Welch

2026-02-20 - 9:27:50 PM GMT- IP address: 76.76.245.126

 Document e-signed by James A Welch (andy.welch@tooeleco.gov)

Signature Date: 2026-02-20 - 9:27:52 PM GMT - Time Source: server- IP address: 76.76.245.126

 Agreement completed.

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