

AGREEMENT BETWEEN WEBER COUNTY AND WILSON AND COMPANY FOR ENVIRONMENTAL DOCUMENT

900 SOUTH WALKWAY PROJECT

This agreement is entered into between WEBER COUNTY ("County"), a political subdivision of the State of Utah, located at 2380 Washington Blvd., Ogden, Utah, 84401, and Wilson and Company, Inc., Engineers & Architects ("Consultant"), a New Mexico corporation located at 10813 S. River Front Parkway, Suite 475, South Jordan, Utah 84095. The agreement shall take effect as soon as both parties have signed it.

RECITALS

The County desires to obtain services for the following project:

The environmental document for clearance of the 900 South Trail Improvement Project.

The Consultant has submitted a proposal to provide the desired services to the County and has been chosen to provide the services.

NOW THEREFORE, the Consultant and the County agree as follows:

AGREEMENT

1. SERVICES OF THE CONSULTANT

- a. The Consultant will perform the following services (the "Work"):
 - i. Wilson & Company will prepare documentation required for the completion of a UDOT Categorical Exclusion for the installation of multi-use trail along the north side of 900 South from 3600 West to 4160 West (approximately 0.7 miles) in Weber County. This scope of work includes a biological memo, a water resources memo, and a cultural resources survey report. Wilson & Company will coordinate with UDOT environmental staff to obtain clearances for these resources. Finally, Wilson & Company will complete a categorical exclusion using UDOT's electronic program management (ePM) system and address any comments from the Regional Environmental Manager.
- b. In performing the required Work, the Consultant shall follow practices consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").
- c. Except as allowed by the County's Representative in writing, none of the Work specified by this agreement shall be subcontracted.
- d. The Consultant represents that the Work will conform to the Standard of Care..

- e. The Consultant shall, promptly and without additional compensation, correct deficiencies in the Work, as determined by the County based on the terms of this agreement, unless such deficiencies are directly caused by the County, in which case the County shall pay for the corrective work.
- f. .
- g. All materials prepared or acquired by the Consultant during the performance of the Work specified by this agreement (“Work Product”) shall become the property of the County and shall be delivered to the County during or at the end of the agreement term. Such materials shall not be released by the Consultant to others at any time without the prior written approval of the County’s Representative, unless required by law. It is understood and agreed that such materials are prepared exclusively for work required under this agreement, and that their use on other projects may not be appropriate. Therefore, the County agrees that its use of such materials on other projects shall be at its own risk, unless the Consultant has given its written approval for such use. County agrees to indemnify, defend, and hold the Consultant harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer, or modification of Consultant’s Work Product, except on projects where the Consultant has been retained to provide services.

2. MANAGEMENT AND COORDINATION

- a. The Consultant shall designate a Project Manager for purposes of this agreement. The Project Manager shall be the Consultant’s primary contact for all communications related to this agreement, unless someone else is designated as the primary contact for specific matters.
- b. The County Engineer, or his or her designee, shall serve as the County’s Representative for this agreement. The County’s Representative shall be the County’s primary contact for all communications related to this agreement, unless someone else is designated as the primary contact for specific matters.
- c. The parties agree that for purposes of this agreement, the Consultant and its officers, agents, and employees are not to be regarded as the County’s employees, and that the Consultant is an independent consultant in all respects.

3. TERM OF AGREEMENT

- a. Unless terminated earlier as provided herein, this agreement shall remain in effect until:
 - i. All Work has been performed and accepted as satisfactory by the County, all payments have been made, and the warranty period described above (if applicable) has expired.
- b. All provisions of this agreement that by their nature would continue after the termination or expiration of the agreement, including indemnification provisions

and other provisions related to the liability of the parties, shall continue in force until all applicable statutes of limitations have run and until all legal proceedings arising out of this agreement have reached final resolution.

4. TIME SCHEDULE

- a. The Consultant shall commence the Work upon receipt from the County of written notice to proceed.
- b. The Consultant shall comply with the following schedule and deadlines, except where written notification of variance is received from the County's Representative:
 - i. It is anticipated that the environmental document will take approximately 12 weeks, depending on SHPO and UDOT review time.
- c. The time schedule is a material condition of this agreement. If the Consultant fails to comply with the time schedule set forth in this section, or any extension of time granted by the County, then the Consultant shall be in default, unless the failure is beyond the control and without the fault and negligence of the Consultant. If the Consultant defaults, then the County shall be entitled to the recovery of direct damages, if any, resulting from the default, in addition to any other remedies granted by this agreement.
- d. The Consultant will not be liable for damages due to delay or failure to perform any obligation under this agreement if such delay or failure results directly or indirectly from circumstances beyond the control of the Consultant. Such circumstances shall include strikes, disturbances, riots, fire, water damage, flood, severe weather, governmental action, pandemic, acts of war, acts of terrorism, acts of God, or any other cause similar to the foregoing which are beyond the reasonable control of the Consultant.

5. COMPENSATION

- a. The County shall pay the Consultant the following amount for the performance of the Work:
 - i. Total cost is \$16,817 based on the proposal attached in Exhibit 1
- b. Unless otherwise specified above, at the end of each 30-day period during the Consultant's performance hereunder, the Consultant may request a progress payment based upon Work performed within that 30-day period. Such requests must be in writing, in a form acceptable to the County, with sufficient detail to justify the request. The County shall pay to the Consultant the requested payment, if approved, or the undisputed portion thereof within 30 days after the progress payment request.

c. Final payment, less the 5% retainage described in the following paragraph (if applicable), shall be made when the Consultant has completed all Work in a manner consistent with this agreement.

i. .

6. INSURANCE AND INDEMNIFICATION

a. The Consultant shall procure and maintain the insurance policies required in this article from an insurance company authorized or approved to write casualty insurance in the State of Utah, to protect itself and the County from all claims including, but not limited to, bodily injury, death, or property damage which may arise from performance under this agreement. The County may reject or terminate this agreement if, at the County's sole discretion, the insurance policies are not satisfactory.

b. The Consultant shall not commence performance under this agreement until it has obtained all insurance required by this article and filed a certificate of insurance with the County. The amount of such insurance coverage will not be less than the following:

i. Workers' compensation statutory limits as required by the Workers' Compensation Act of the State of Utah and Employers Liability limits \$1,000,000/\$1,000,000/\$1,000,000.

ii. Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.

iii. Professional Liability insurance in an amount of not less than \$1,000,000 per claim and annual aggregate.

iv. Automobile Liability insurance in the minimum amount of \$1,000,000 each accident. "Any Auto" coverage is required.

- c. Before using any subcontractor, the Consultant shall require the subcontractor to provide proof of coverage showing workers' compensation coverage for its employees or, if applicable, a valid waiver of workers' compensation for an independent contractor without employees. The Consultant shall provide a copy of the required documentation to the County.
- d. Excluding workers' compensation and professional liability coverages, the Consultant's insurance coverage shall be a primary insurance. The County's self-insurance or insurance shall be in excess of the Consultant's insurance and shall not contribute with it.
- e. Notwithstanding any other provision of this agreement, the Consultant agrees to indemnify and hold harmless the County from and against any and all liability, claims, expenses, and costs arising from workers' compensation claims made by the Consultant, its employees, its subcontractors, its subcontractors' employees, and any additional subcontractors or employees engaged in the performance of this agreement.
- f. The Consultant agrees to indemnify and hold harmless the County, its officers, and employees ("Indemnitees") from and against any and all third-party liability, claims, expenses, and costs arising out of or related to this agreement, to the extent that such liability, third-party claims, expenses, and costs are caused by the negligent acts, errors, or omissions or willful misconduct of the Consultant, its agents, employees, and subcontractors. This indemnification requirement shall apply to the full extent allowed by law, regardless of whether or not the Consultant has complied with the insurance requirements of this agreement. The Consultant's obligation to indemnify and hold harmless Indemnitees does not include a duty to defend professional liability claims. Consultant shall reimburse Indemnitees for reasonable legal expenses to the extent caused by Consultant's negligence in the performance of professional services.

7. CHANGES

- a. The County may, at any time, make changes to the Work required under this agreement, as long as the changes remain within its general scope. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of the agreement, an equitable adjustment in price or time will be made and the agreement modified accordingly.
- b. All changes shall be set forth in writing, signed by all parties.

8. DEFAULT AND REMEDIES

- a. Any material breach of this agreement shall constitute a default if the breach cannot be substantially cured within a reasonable time, or if the breaching party does not do the following:
 - i. Substantially cure the breach within ten days after receipt of written notice

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives:

WILSON AND COMPANY, INC., ENGINEERS & ARCHITECTS

Signature [Handwritten Signature]

Date 5/7/2026

Printed Name Michael King

Title Senior Vice President

STATE OF Utah)

)ss.

COUNTY OF Salt Lake)

On this 7 day of May, in the year 2026, before me,
(notary name) Rebecca Elliott, a notary public, personally appeared
(signer name) Michael King, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he or she executed the same.

Rebecca Elliott
Notary Public

Notary seal:



WEBER COUNTY

Chair, Board of County Commissioners

Date: _____

ATTEST:

Weber County Clerk/Auditor

Date: _____

written consent of the County. The invalidity of any term of this agreement shall not be deemed to affect the validity of any other term, and the remainder of the agreement will remain in full force and effect, unless the invalidation of the term materially alters the agreement. If the invalidation of the term materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as closely as possible, the original intent of the parties.

- b. This agreement supersedes all previous agreements, both oral and written, between the County and the Consultant relating to the subject matter hereof.
- c. Failure or delay by either party to enforce any term of this agreement will not be deemed a waiver of future enforcement of that or any other term.
- d. Notice
 - i. Any notice required or desired to be given pursuant to this agreement shall be in writing and shall be either (1) delivered personally to the party's representative (i.e., the Consultant's Project Manager or the County's Representative); (2) delivered electronically, with confirmed receipt, to the party's representative; or (3) mailed to the party's representative. The following contact information shall be used, unless a party notifies the other party of a change in representative or contact information:
 - 1. Weber County Engineer Gary Myers, 2380 Washington Blvd. Suite 240, Ogden, UT 84401, gmyers@webercountyutah.gov
 - 2. Marti Hoge, 10813 S. River Front Parkway, Suite 475, South Jordan, UT 84095, marti.hoge@wilsonco.com
 - ii. Notice shall be effective upon delivery, if receipt is confirmed. If notice is properly mailed and receipt is not confirmed, notice shall be effective three business days after the date of mailing.
- e. Consultant and County waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to this Agreement or the services provided by Consultant, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, consultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Agreement.

from the non-breaching party; or

- ii. If a substantial cure within ten days is not possible, begin good faith efforts to cure the breach within ten days after receipt of written notice from the non-breaching party, and diligently pursue the good faith efforts until the breach is substantially cured.
- b. If either party defaults on its obligations under this agreement as described in this section, the non-defaulting party may terminate the agreement for cause, by delivering to the other party a notice of termination explaining the reason for the termination and its effective date.
 - c. This agreement does not limit, in any way, a party's remedies that are available to it under applicable laws.
 - d. In the event of disputes that cannot be resolved informally, the parties may agree on any desired dispute resolution procedure. If they are unable to agree on an alternative dispute resolution procedure, either party may initiate litigation. In any litigation or other dispute resolution proceeding, each party shall be responsible for its own attorneys' fees, expert witness fees, and other expenses incurred in such litigation or proceeding.
 - e. This agreement shall be governed by the laws of the state of Utah. Venue for any legal action shall be in the state or federal courts covering Weber County, Utah.

9. TERMINATION

- a. In addition to each party's right to terminate the agreement for cause, the County shall have the right to terminate this agreement at any time, for any reason or no reason, by giving 30 days' written notice of termination.
- b. In the event the agreement is properly terminated prior to full performance by the Consultant, the Consultant shall be paid for Work rendered to the date of termination, based upon a percentage of completion of the full performance of this agreement.
- c. After delivery of a written notice of termination, the Consultant shall:
 - i. Stop work under this agreement on or before the date specified in the notice of termination; and
 - ii. Deliver to the County all work in process, completed work, completed or partially completed plans, drawings, information, and other property (including all electronic files and support files) which would be required to be furnished to the County if the agreement had been completed.

10. MISCELLANEOUS

- a. The Consultant shall not assign any interest in this agreement without the prior