

**DOCUMENT 00 43 12  
AGREEMENT**

THIS AGREEMENT, made and executed in 3 original counterparts this 29th day of Aug A.D. 2016 between the Tooele County Corporation, hereinafter called "Owner", first party, and Kilgore Contracting, hereinafter called "Contractor", second party.

WITNESSETH, that for and in consideration of payments, hereinafter mentioned, to be made by the Owner, the Contractor agrees to furnish all labor and equipment; to furnish and deliver all materials not specifically mentioned as being furnished by the Owner and to do and perform all work in the construction of the **Mormon Trail Road Phase 3** in Tooele County, State of Utah for the approximate sum of

One million six hundred forty thousand four hundred fifteen dollars and zero cents  
**(\$1,640,415.00).**

The Contractor further covenants and agrees that all of said work and labor shall be done and performed in the best and most workmanlike manner and in strict conformity with the plans, and specifications. The said plans and specifications and the notice to contractors, instruction to bidders, the proposal, special provisions and contract bond are hereby made a part of this agreement as fully and to the same effect as if the same had been set forth at length herein.

In consideration of the foregoing premises, Tooele County agrees to pay to Contractor in the manner and in the amount provided in the said specification and proposal.

IN WITNESS WHEREOF, the parties hereto have subscribed their names through their proper officers thereunto duly authorized as of the day and year first above written.

Attest

Marilyn K. Gillette  
Marilyn Gillette  
Tooele County Clerk

Witnesses

Ashley Mini  
Witness

Scott Broadhead  
Approved as to form:  
Scott Broadhead, Tooele County Attorney

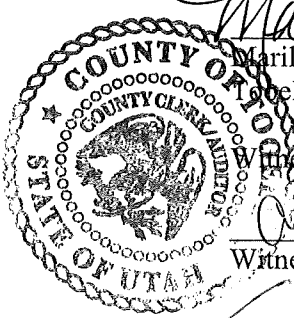
TOOELE COUNTY

Wade Bitner  
Wade Bitner  
Tooele County Commission Chairman

[Signature]  
Contractor

C. G. D.  
Title

7741778-5501  
Utah Contractor License Number





**Kilgore Contracting**  
 P.O. Box 869 Magna, Utah 84044  
 801-250-0132 Office 801-250-0083 Fax

<b>To:</b>	Tooele County	<b>Contact:</b>	
<b>Address:</b>	47 South Main Tooele, UT 84074 US	<b>Phone:</b>	
<b>Project Name:</b>	Mormon Trail Road Phase 3	<b>Bid Number:</b>	1100993
<b>Project Location:</b>	Mormon Trail Road, Tooele County, UT	<b>Bid Date:</b>	8/17/2016

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1		01 71 13 Mobilization / Demobilization / General Conditions / Cleanup	1.00	LS	\$51,000.00	\$51,000.00
2		01 55 26 Traffic Control	1.00	LS	\$20,085.00	\$20,085.00
3		32 11 24 Processing and Placement of 8" Cement Treated Base	86,400.00	SY	\$3.55	\$306,720.00
4		32 11 24 Cement Stabilizer	2,630.00	TON	\$141.00	\$370,830.00
5		32 12 05 3" HMA Overlay	86,400.00	SY	\$10.20	\$881,280.00
6		32 17 23 Striping	1.00	LS	\$10,500.00	\$10,500.00

**Total Bid Price: \$1,640,415.00**

**Notes:**

- All grades are plus or minus 0.10 feet.
- Water required for compaction and dust control will be available on-site at no charge.
- All utility lines are to be 5' outside building. Connections are by others. All existing utilities shall not be in conflict with new construction.
- All material required for footing backfill shall be generated by footing excavation.
- All on-site excavated material is considered suitable for use as structural backfill.
- Topsoil price excludes re-spread / re-grading for landscaping. Stockpiled topsoil quantity is not guaranteed.
- This bid proposal excludes winter conditions costs and snow / frost removal.
- Kilgore Contracting is not responsible for re-grading / re-compaction of disturbed areas caused by other trades, such as electricians, plumbers, etc.
- This bid proposal is based on the acceptance of all items detailed above. This proposal is strictly limited to the scope of work outlined above, and defined by this proposal. If accepted, this proposal will be included in, and become part of any subcontract.
- This bid is based on the cost of fuel, oil, cement, steel, and PVC on bid day. Any increase in prices will be passed through to the owner.
- This bid must be accepted within 30 days of the Bid Date to be considered valid.
- Contractor License Number is: 7741778-5501
- This ESCALATION CLAUSE will become part of the contract.

The price stated is based on Kilgore Paving's ability to purchase required materials, in particular the asphalt manufacturer's liquid asphalt. At the date of this proposal, Kilgore Paving's purchase price for liquid asphalt oil (PG 64-22 or PG 58-28) is \$ 550.00 per ton. Any increase in price, including freight and taxes, which Kilgore Paving must pay, will be passed on to and paid for by the owner.

- We do not guarantee drainage on grade if less than 1%.
- Bid includes one mobilization. Additional mobilization cost will be negotiated.
- Bid excludes demolition, rock excavation and or blasting, shoring, disposal of un-identified debris, survey, bonds, permits, fees, testing, striping, prime coat, herbicide, sawcutting, traffic control and construction water unless otherwise noted on the proposal.

**Payment Terms:**

All credit extended shall be on the basis of repayment of all sums due net 30 days from invoice date. All amounts not paid shall be subject to a finance charge of 2% per month on the unpaid balance. Payment by credit card may be accepted.

Oral statements or commitments to extend credit or to alter the terms of this Agreement and any other Agreement between the parties, this Agreement controls. Seller conditions prevail in governing all aspects of this agreement.

Seller may retain an attorney or collection agency to collect amounts that are past due hereunder. Purchaser shall pay all collection costs and reasonable attorney fees incurred by Seller, whether or not suit is brought, to collect any money due hereunder, including post-judgement costs and attorney fees. Any or all aspects of this Agreement shall be governed by the laws of the state in which the credit application is delivered. Seller shall designate the venue of any suit.

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Kilgore Contracting**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Jake Lee