

**EXCAVATION AND REPLACEMENT OF FOOTING LAYERS
AT THREE DESERET PEAK COMPLEX ARENAS
STRONG SOLUTIONS LLC**

AGREEMENT dated this 25th day of August, 2022, by and between Tooele County, a political subdivision of the State of Utah ("Owner"), and Strong Solutions LLC ("Contractor").

The parties hereby mutually agree as follows:

1. Contractor shall: (a) furnish all labor and equipment; (b) furnish and deliver all materials not specifically identified as to be furnished by Owner; (c) do and perform the excavation and replacement set forth in the following table; and (d) do and perform all other tasks required by the project plans and specifications and other documents included in the Invitation for Bid.

Arena	Excavate and Remove Existing Footing Layer	Replace With New Footing Layer	Completion Date
Indoor	12"	12"	Before October 13, 2022
Outdoor	12"	12"	Before November 3, 2022
Warmup	6" to 8" to existing base	6" to 8"	Before November 3, 2022

2. Contractor shall obtain all necessary permits and licenses at Contractor's expense.

3. As payment in full, County agrees to pay to Contractor the amount of \$331,803.33 after completion and upon acceptance by County.

4. Contractor covenants and agrees that all work and labor shall be done and performed in the best and most workmanlike manner and in strict conformity with the project plans and specifications except as modified in the table included in paragraph 1 of this Agreement. Said plans and specifications, the Invitation for Bid, and Contractor's bid are hereby made a part of this Agreement as though they had been set forth herein.

5. Contractor shall begin the work on or before October 2, 2022 and shall complete the work no later than the dates set forth in the table included in paragraph 1 of this Agreement.

6. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God, war or pandemic beyond that party's reasonable control.

7. Commencing immediately and continuing until completion, Contractor shall communicate with County Director of Parks & Recreation Corey Bullock at least once each week to discuss percentage of completion, expected completion date, impediments to timely completion, etc.

8. Time is of the essence. Delay caused by Contractor's lack of completion may result in significant cost to County. Therefore, as liquidated damages, County may deduct from the contract price up to \$500 per day for each day Contractor exceeds the work completion deadlines set forth in the table included in paragraph 1 of this Agreement.

9. Contractor and County shall complete a final punch list, and Contractor shall complete all items on the punch list within 14 days.

10. Contractor shall indemnify and hold harmless County and its officers and employees from and against all claims arising out of or related to Contractor's obligations pursuant to this Agreement.

11. Additional work and deviations from the project plans and specifications shall require written change orders which must be approved in advance by both parties.

12. This Agreement may only be amended, modified, or supplemented by written amendment signed by the parties.

13. This Agreement and the documents specified in paragraph 4 above constitute the entire agreement between the parties. All other agreements, promises and representations with respect to the subjects of this Agreement, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document.

14. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, and their respective legal representatives. However, neither party may assign its rights or obligations under this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.


16. In the event of default by either party hereto, the defaulting party shall pay all costs and expenses of the non-defaulting party, including a reasonable attorney's fee, which may be incurred by the non-defaulting party in enforcing its rights and remedies resulting from such default.

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

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

TOOELE COUNTY:

STRONG SOLUTIONS LLC:

 9/17/22

James A. Welch
Tooele County Manager

 9/12/22

Shawn Strong
Owner/Operator/Project Manager

APPROVED AS TO FORM:

 08/31/2022

Colin Winchester
Deputy County Attorney



Tooele County Council Agenda Item Summary

Department Making Request:

Parks & Recreation

Meeting Date:

September 6, 2022

Contract

Mark Options That Apply:

Grant
1 time

Contract
1 yr. or less

Purchase

Exp date: Nov 5, 2022

Grant
With County Match

Contract
More than 1 yr.

Exp date: _____

Budget Impact:

In Budget

Over Budget

Amount of Contract, Service, Grant: \$ 331,803.33

Item Title: *Landscape Redesign / Grading @ 3 Arenas @ Desert Peak*

Please answer the who? what? when? why?

Request for a contract between Strong Solutions and the County to grade outdoor arena and remove and replace arena footing in the Indoor and Outdoor Arena's. Strong Solutions was selected as the lowest responsive bidder through a competitive bidding process.

List who needs copies when approved:

BID TABULATION

Uintah City, Bybee Tank Replacement Project
Bid Opening: August 25, 2022, 2:00 pm, Uintah City Office

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		FX Construction		Great Basin Development		VanCon Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization and traffic control	1 LS		\$ 200,000.00	\$ 200,000.00	\$ 201,000.00	\$ 201,000.00	\$ 248,068.00	\$ 248,068.00	\$ 175,000.00	\$ 175,000.00
2	Work and materials necessary to comply with UPDES storm water regulations. Item includes preparing and implementing a SWPPP as required by Weber County.	1 LS		\$ 40,000.00	\$ 40,000.00	\$ 58,500.00	\$ 58,500.00	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00
3	Remove existing electrical power service pole. Includes temporary power to existing meter and equipment	1 LS		\$ 12,000.00	\$ 12,000.00	\$ 6,310.00	\$ 6,310.00	\$ 3,960.00	\$ 3,960.00	\$ 22,000.00	\$ 22,000.00
4	Clear and grub the work area of all vegetation and organic material. Includes sod, weeds, grasses, bushes, and trees including root ball. All grubbed materials to be hauled off and disposed of.	1 LS		\$ 15,000.00	\$ 15,000.00	\$ 22,600.00	\$ 22,600.00	\$ 25,200.00	\$ 25,200.00	\$ 24,000.00	\$ 24,000.00
5	Excavate for the first new storage tank (approximately 10,500 cy - contractor to verify all quantities). Protect existing tank in place and keep it operational until the first tank is online.	1 LS		\$ 210,000.00	\$ 210,000.00	\$ 639,500.00	\$ 639,500.00	\$ 145,880.00	\$ 145,880.00	\$ 248,000.00	\$ 248,000.00
6	Stockpile suitable material needed for backfill offsite - contractor to provide	1 LS		\$ 65,000.00	\$ 65,000.00	\$ 131,900.00	\$ 131,900.00	\$ 176,202.00	\$ 176,202.00	\$ 226,000.00	\$ 226,000.00
7	Haul away and dispose of excess material not needed for use as backfill	1 LS		\$ 45,000.00	\$ 45,000.00	\$ 20,800.00	\$ 20,800.00	\$ 193,565.00	\$ 193,565.00	\$ 382,000.00	\$ 382,000.00
8	Construct the first new 375,000 gallon reinforced concrete water tank complete including internal piping, drain line, inlet piping, outlet piping, pipe fittings, valves, conduits for level transducers, conduits for hatch alarms, XYPEX waterproofing admixture, subsurface drainage system, import gravel and all other appurtenances.	1 LS		\$ 900,000.00	\$ 900,000.00	\$ 725,700.00	\$ 725,700.00	\$ 777,417.00	\$ 777,417.00	\$ 1,250,000.00	\$ 1,250,000.00
9	Clean, disinfect, and leak test the first new tank and put it into service	1 LS		\$ 8,500.00	\$ 8,500.00	\$ 5,400.00	\$ 5,400.00	\$ 9,775.00	\$ 9,775.00	\$ 21,000.00	\$ 21,000.00
10	Demolish, remove, and dispose of the old concrete reservoir complete. Includes removal and disposal of all appurtenances, piping, and fencing per demolition plan.	1 LS		\$ 90,000.00	\$ 90,000.00	\$ 97,000.00	\$ 97,000.00	\$ 79,242.00	\$ 79,242.00	\$ 108,000.00	\$ 108,000.00
11	Excavate for the second new storage tank (approximately 4,400 cy - contractor to verify all quantities). Suitable excavated material can be used as backfill for the old tank or new tank.	1 LS		\$ 88,000.00	\$ 88,000.00	\$ 89,300.00	\$ 89,300.00	\$ 46,464.00	\$ 46,464.00	\$ 46,000.00	\$ 46,000.00
12	Construct the second new 375,000 gallon reinforced concrete water tank complete including internal piping, drain line, inlet piping, outlet piping, pipe fittings, valves, conduits for level transducers, conduits for hatch alarms, XYPEX waterproofing admixture, subsurface drainage system, import gravel and all other appurtenances	1 LS		\$ 900,000.00	\$ 900,000.00	\$ 725,700.00	\$ 725,700.00	\$ 777,417.00	\$ 777,417.00	\$ 1,250,000.00	\$ 1,250,000.00
13	Clean, disinfect, and leak test the second new tank and put it into service	1 LS		\$ 8,500.00	\$ 8,500.00	\$ 5,400.00	\$ 5,400.00	\$ 9,775.00	\$ 9,775.00	\$ 21,000.00	\$ 21,000.00
14	Import stockpiled material, backfill, and grade the site per the grading plan including 4" of topsoil (approximately 7,100 cy - contractor to verify all quantities)	1 LS		\$ 105,000.00	\$ 105,000.00	\$ 148,100.00	\$ 148,100.00	\$ 489,129.00	\$ 489,129.00	\$ 508,000.00	\$ 508,000.00
15	Slope reinforcement (approximately 9,650 sf surface area - contractor to verify all quantities)	1 LS		\$ 100,000.00	\$ 100,000.00	\$ 63,600.00	\$ 63,600.00	\$ 184,238.00	\$ 184,238.00	\$ 50,000.00	\$ 50,000.00
16	Type II chain line security fencing with top rail	772 lf		\$ 36.00	\$ 27,792.00	\$ 48.00	\$ 37,056.00	\$ 40.00	\$ 30,880.00	\$ 58.00	\$ 44,776.00
17	20' chain link access gate (double swing)	1 ea		\$ 5,800.00	\$ 5,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,200.00	\$ 2,200.00	\$ 3,400.00	\$ 3,400.00
18	Electrical meter base and SCADA rack	1 ea		\$ 8,500.00	\$ 8,500.00	\$ 13,200.00	\$ 13,200.00	\$ 16,920.00	\$ 16,920.00	\$ 25,000.00	\$ 25,000.00

Item	Description	Qty	Unit	ENGINEER'S ESTIMATE		FX Construction		Great Basin Development		VanCom Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
19	2" PVC Sch-40 electrical conduit including bands and sand backfill from the power pole to the electrical meter base	228	lf	\$ 24.00	\$ 5,472.00	\$ 75.00	\$ 17,100.00	\$ 56.00	\$ 12,768.00	\$ 72.00	\$ 16,416.00
20	1" PVC Sch-40 electrical conduit from the meter base to Tank 1	185	lf	\$ 18.00	\$ 3,330.00	\$ 65.00	\$ 12,025.00	\$ 37.00	\$ 6,845.00	\$ 70.00	\$ 12,950.00
21	1" PVC Sch-40 electrical conduit from the meter base to Tank 2	181	lf	\$ 18.00	\$ 3,258.00	\$ 65.00	\$ 11,765.00	\$ 37.00	\$ 6,697.00	\$ 71.00	\$ 12,851.00
22	Saw-cut asphalt pavement (up to 5' depth)	85	lf	\$ 2.00	\$ 170.00	\$ 10.00	\$ 850.00	\$ 3.00	\$ 255.00	\$ 10.00	\$ 850.00
23	Remove existing pavement section (11" depth)	5,000	sf	\$ 1.50	\$ 7,500.00	\$ 3.00	\$ 15,000.00	\$ 3.00	\$ 15,000.00	\$ 3.30	\$ 16,500.00
24	UTBC	250	ton	\$ 36.00	\$ 9,000.00	\$ 58.00	\$ 14,500.00	\$ 30.00	\$ 7,500.00	\$ 110.00	\$ 27,500.00
25	HMA (PG 58-28, 3/4" APMA)	95	ton	\$ 125.00	\$ 11,875.00	\$ 245.00	\$ 23,275.00	\$ 169.00	\$ 16,055.00	\$ 290.00	\$ 27,550.00
26	Raise manhole ring and cover to grade with concrete collar	1	ea	\$ 1,100.00	\$ 1,100.00	\$ 2,250.00	\$ 2,250.00	\$ 600.00	\$ 600.00	\$ 3,000.00	\$ 3,000.00
27	Raise valve box to grade with concrete collar	2	ea	\$ 1,050.00	\$ 2,100.00	\$ 2,250.00	\$ 4,500.00	\$ 375.00	\$ 750.00	\$ 2,700.00	\$ 5,400.00
28	Furnish and install native seed mixture on disturbed slopes	28,700	sf	\$ 0.25	\$ 7,175.00	\$ 0.15	\$ 4,305.00	\$ 0.25	\$ 7,175.00	\$ 0.45	\$ 12,915.00
29	Furnish and install clean, 1 1/2" crushed rock on the reservoir access road (8" deep)	170	ton	\$ 28.00	\$ 4,760.00	\$ 75.00	\$ 12,750.00	\$ 43.00	\$ 7,310.00	\$ 136.00	\$ 22,100.00
30	Temporary 12" PVC C900 waterline to old tank to allow excavation of new tank	80	lf	\$ 125.00	\$ 10,000.00	\$ 250.00	\$ 20,000.00	\$ 279.00	\$ 22,320.00	\$ 430.00	\$ 34,400.00
31	Temporary 8" PVC SDR-35 drain line to old tank to allow excavation of new tank	60	lf	\$ 110.00	\$ 6,600.00	\$ 165.00	\$ 9,900.00	\$ 125.00	\$ 7,500.00	\$ 440.00	\$ 26,400.00
32	12 inch ASTM C76 RCP	51	lf	\$ 75.00	\$ 3,825.00	\$ 225.00	\$ 11,475.00	\$ 97.00	\$ 4,947.00	\$ 290.00	\$ 14,790.00
33	Connect new 12 inch storm drain pipe to existing catch basin	1	ea	\$ 1,800.00	\$ 1,800.00	\$ 6,100.00	\$ 6,100.00	\$ 1,950.00	\$ 1,950.00	\$ 7,600.00	\$ 7,600.00
34	Precast 2'x2' catch basin with frame and grate	1	ea	\$ 3,800.00	\$ 3,800.00	\$ 6,300.00	\$ 6,300.00	\$ 1,950.00	\$ 1,950.00	\$ 5,900.00	\$ 5,900.00
35	4" PVC SDR-35 drain line to tank underdrains	144	lf	\$ 60.00	\$ 8,640.00	\$ 115.00	\$ 16,560.00	\$ 48.00	\$ 6,912.00	\$ 180.00	\$ 25,920.00
36	12" DIP CI 51 waterline with fittings	123	lf	\$ 156.00	\$ 19,188.00	\$ 320.00	\$ 39,360.00	\$ 279.00	\$ 34,317.00	\$ 650.00	\$ 79,950.00
37	8" DIP CI 51 drain line with fittings	146	lf	\$ 130.00	\$ 18,980.00	\$ 240.00	\$ 35,040.00	\$ 169.00	\$ 24,674.00	\$ 670.00	\$ 97,820.00
38	Connect new 12" DIP waterline to existing 14" DIP waterline	1	ea	\$ 2,800.00	\$ 2,800.00	\$ 10,800.00	\$ 10,800.00	\$ 9,911.00	\$ 9,911.00	\$ 18,000.00	\$ 18,000.00
39	Connect new 8" DIP drain line to existing drain line	1	ea	\$ 1,800.00	\$ 1,800.00	\$ 2,600.00	\$ 2,600.00	\$ 5,214.00	\$ 5,214.00	\$ 10,000.00	\$ 10,000.00
40	12" gate valve	4	ea	\$ 4,500.00	\$ 18,000.00	\$ 6,000.00	\$ 24,000.00	\$ 7,310.00	\$ 29,240.00	\$ 11,000.00	\$ 44,000.00
41	8" EBAA Iron Flex-Tend fitting	2	ea	\$ 16,000.00	\$ 32,000.00	\$ 11,000.00	\$ 22,000.00	\$ 10,842.00	\$ 21,684.00	\$ 16,000.00	\$ 32,000.00
42	12" EBAA Iron Flex-Tend fitting	2	ea	\$ 20,000.00	\$ 40,000.00	\$ 18,600.00	\$ 37,200.00	\$ 18,198.00	\$ 36,396.00	\$ 25,000.00	\$ 50,000.00
43	Remove and replace mailbox	2	ea	\$ 650.00	\$ 1,300.00	\$ 790.00	\$ 1,580.00	\$ 400.00	\$ 800.00	\$ 1,300.00	\$ 2,500.00
TOTAL (Items 1-43)				\$	\$ 3,053,565.00	\$	\$ 3,355,101.00	\$	\$ 3,515,102.00	\$	\$ 5,028,588.00

Project Engineer *Matthew E. Hartington*

Date *8/25/2022*