

**TOOELE COUNTY ROADS DEPARTMENT SHOP CIVIL SITE IMPROVEMENTS
(EXTERIOR IMPROVEMENTS TO COUNTY ROADS SHOP STORAGE BUILDING)
STRONG SOLUTIONS LLC**

AGREEMENT dated this 15th day of August, 2023, 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) clear and grub approximately 30,000 sf of existing surface and dispose unacceptable material off-site, perform approximately 150 ft of saw cuts along the lip of the curbing gutter, obtain permits and install utilities (sewer, water, storm drain line) for the existing building, install approximately 24,000 sf of 6" asphalt over 24,000 sf of 8" untreated base course, install paint striping and pavement markings, install approximately 400 ft of curb and gutter, install approximately 100 ft of walkway, install approximately 3,400 sq ft of concrete pavement, and install a concrete oil containment area and concrete bollards; and (d) do and perform all other tasks required by the bid request documents, project manual, Contractor's proposal and schedule, and the general conditions included in the project manual.

2. Contractor shall apply for and obtain all necessary permits.

3. As payment in full, County agrees to pay to Contractor the total amount of \$676,385.00 upon completion and 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 conformity with the bid request documents, project manual, Contractor's proposal and schedule, and the general conditions included in the project manual, all of which are hereby made a part of this Agreement.

5. Contractor shall complete the work no later than October 31, 2023.

6. 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 \$400 per day for each day Contractor exceeds the work completion deadline.

7. 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.

8. Commencing immediately and continuing until completion, Contractor shall communicate with County Roads Director Jed Bell at least once each week to discuss expected materials delivery date(s), percentage of completion, expected completion date, impediments to timely completion, etc.

9. Prior to acceptance by County, 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.

19. Contractor is not currently engaged in a boycott of the State of Israel and will not engage in a boycott of the State of Israel for the duration of this Agreement. Contractor is not currently engaged in a boycott action targeting a company that: (a) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (b) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (c) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements; or (d) does not facilitate or commit to facilitate access to abortion or

sex characteristic surgical procedures. Contractor shall notify County in writing if Contractor begins to engage in such a boycott and acknowledges that such notice may be grounds for termination of this Agreement.

TOOELE COUNTY:



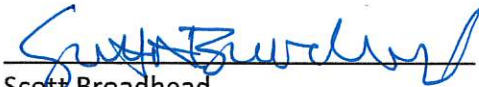
James A. Welch
Tooele County Manager

STRONG SOLUTIONS LLC:



Shawn Strong
Owner/Operator/Project Manager

APPROVED AS TO FORM:



Scott Broadhead
County Attorney

00 42 00 - BID SCHEDULES
Tooele County Roads Department Shop

PRINCIPAL BID

Item	Description	Unit	Qty	Unit Price	Total Cost
1	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00
2	Site Clearing/Grubbing	SQ. FT.	30,000	\$ 1.00	\$ 30,000.00
3	Earthwork including Cut, Fill, Import, and Haul Off Excess	LS	1	\$ 110,000.00	\$ 110,000.00
4	Saw Cut	LF	150	\$ 5.00	\$ 750.00
5	Traffic Control	LS	1	\$ 2,500.00	\$ 2,500.00
6	8" Untreated Base Course	SQ. FT.	24,000	\$ 1.50	\$ 36,000.00
7	3" Asphalt	SQ.FT.	140	\$ 10.00	\$ 1,400.00
8	6" Asphalt	SQ. FT.	24,000	\$ 5.00	\$ 120,000.00
9	6-Foot High Chain-link Security Fence, One (1) 16-foot Wide Access Gate, and One (1) Man Gate	LF	300	\$ 120.00	\$ 36,000.00
10	4' Concrete Sidewalk	LF	15	\$ 65.00	\$ 975.00
11	5' Concrete Sidewalk	LF	100	\$ 70.00	\$ 7,000.00
12	Concrete Ribbon	LF	100	\$ 45.00	\$ 4,500.00
13	Concrete Pavement	SQ.FT.	3,212	\$ 15.00	\$ 48,180.00
14	30" Curb and Gutter	LF	13	\$ 55.00	\$ 715.00
15	24" Curb and Gutter	LF	500	\$ 50.00	\$ 25,000.00
16	Concrete Bollards	EA	12	\$ 600.00	\$ 7,200.00
17	Asphalt Striping	LS	1	\$ 2,500.00	\$ 2,500.00
18	Site Signs	EA	4	\$ 500.00	\$ 2,000.00
19	ADA ramp with railing	LS	1	\$ 36,000.00	\$ 36,000.00
20	15" HP Storm Drain Pipe	LF	411	\$ 95.00	\$ 39,045.00
21	Storm Drain catch Basin 3'x3'	EA	1	\$ 5,500.00	\$ 5,500.00
22	Storm Drain Catch Basin	EA	1	\$ 5,550.00	\$ 5,550.00
23	Storm Drain Clean Out	EA	1	\$ 5,550.00	\$ 5,550.00
24	Storm Drain Catch Basin Combo	EA	1	\$ 7,500.00	\$ 7,500.00
25	8" C900 DR18 PVC	LF	162	\$ 110.00	\$ 17,820.00
26	4" Sewer Lateral	EA	1	\$ 26,000.00	\$ 26,000.00
27	1" Water Lateral	EA	1	\$ 9,800.00	\$ 9,800.00
28	8" GATE VALVES	EA	1	\$ 3,600.00	\$ 3,600.00
29	8" Tee	EA	1	\$ 800.00	\$ 800.00
30	Erosion Control	LS	1	\$ 4,500.00	\$ 4,500.00
31	Construction Staking	LS	1	\$ 4,000.00	\$ 4,000.00
32	Concrete Containment Area	LS	1	\$ 26,000.00	\$ 26,000.00
TOTAL BASE BID - BID AMOUNT					\$ 676,385.00
TOTAL BASE BID- BID AMOUNT (WRITTEN)		Six Hundred Seventy-Six Thousand, Three Hundred Eighty-Five Dollars			

The Contractor must complete all bid items to be considered responsive

