**Agreement Between WEBER COUNTY AND**

**DOBE CONSTRUCTION, INC.**

This Agreement is made and entered into between Dobe Construction, a corporation, hereinafter referred to as “Contractor,” and Weber County,hereinafter referred to as “Owner.” The two shall collectively be referred to as “Parties” and individually as “Party.”

**RECITALS**

 **WHEREAS,** Owner occupies office space in the building known as the Weber Center, located at 2380 Washington Blvd., Ogden, UT 84401; and

 **WHEREAS,** Owner is in need of a waterline to be installed to serve the Archery Range, located at 1181 N. Fairgrounds Dr., Ogden, UT 84401; and

 **WHEREAS,** Owner issued an Invitation for Bids to procure a contractor to install the waterline; and

 **WHEREAS,** Contractor submitted the lowest responsive bid in response to the Invitation for Bids;

 **NOW THEREFORE,** based upon the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

**Article 1.** **Scope of Work**

1.1 Contractor agrees to perform the work specified in the attached Exhibit A, as further specified by the Owner (“Work”). This includes, but is not limited to, installing the waterline.

**Article 2. Pricing**

2.1 Owner shall pay Contractor the amount of $86,500.00 for the satisfactory performance of the Work. Said amount is based on the amount set forth in Contractor’s bid and includes all labor, materials, equipment, and any other items reasonably necessary for the proper execution and completion of the Work.

**Article 3. Time of Commencement and Completion**

3.1 Contractor shall order the materials within one week after this Agreement is executed by both Parties. Time is of the essence in completion of the Work and this Agreement.

**Article 4. Contractor**

4.1 Contractor shall perform the Work as an independent contractor pursuant to the terms of this Agreement. All persons employed by the Contractor in the performance of services hereunder shall be under the sole and exclusive direction and control of Contractor, and for no purpose shall they be considered the employees of the Owner. Contractor shall be responsible for and shall promptly pay all federal, state, and municipal taxes chargeable or assessed with respect to Contractor’s employees, including, not by way of limitation, social security, unemployment, federal and state withholdings, and other taxes.

4.2 Contractor shall supervise and direct the Work using Contractor’s best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Agreement.

4.3 Unless otherwise specifically noted, Contractor shall provide and pay for all labor, expertise, materials, freight/delivery equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services reasonably necessary for the proper execution and completion of the Work.

4.4 Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the task assigned to him or her.

4.5 Contractor warrants to Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects, and in conformance with this Agreement. All Work not conforming to these standards may be considered defective.

4.6 Regardless of any statutory or contractual obligation to the contrary, Contractor agrees to the following workmanship and materials warranties:

For a period of two (2) years from the date the Work is substantially completed, if the waterline stops operating correctly, then Contractor shall repair or replace, at Contractor’s election and at Contractor’s cost (including parts and labor), the defective item or workmanship.

4.7 Contractor at all times shall keep the premises free from accumulation of waste materials and debris caused by Contractor's operations. At the completion of the Work, Contractor shall leave the construction areas in a neat and orderly condition.

**Article 5. Indemnification**

5.1 Contractor shall indemnify, and hold harmless Owner and its agents and employees from and against any and all claims, damages, losses, and expenses, whether direct, indirect, or consequential (including, but not limited to, court costs, as well as reasonable fees and charges of engineers, architects, attorneys, and other professionals) arising out of or resulting from Contractor’s negligent acts or omissions in performance of the Work by Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable.

**Article 6. Contractor’s Insurance**

6.1 Contractor shall procure and maintain, and shall cause any Subcontractor of the Contractor to procure and maintain, the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

1. Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of the Work under this Agreement.
2. Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) for each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion and collapse.
3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FIVE HUNDRED THOUSAND DOLLARS ($500,000) for each occurrence and FIVE HUNDRED THOUSAND DOLLARS ($500,000) aggregate with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services.
4. Professional/Contractor Liability insurance with minimum limits of ONE MILLION DOLLARS ($1,000,000) for each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate.

6.2 A certificate of insurance shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by Owner prior to commencement of the Work.

6.3 Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement upon which Owner may immediately terminate this Agreement, or at its discretion Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Owner shall be repaid by Contractor to Owner upon demand, or Owner may offset the cost of the premiums against any monies due to Contractor from Owner.

**Article 7. Owner’s Right to Terminate**

7.1 This is a nonexclusive agreement and Owner reserves the right to terminate this Agreement at any time, with or without cause. In the event of such termination, Contractor shall be compensated for all Work performed through the date of receipt of Owner's notice of termination.

**Article 8. Miscellaneous**

8.1 Severability. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision, and the remainder of the Agreement will remain in full force and effect, unless the invalidation of the term materially alters this 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.

8.2 No Waiver. The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

8.3 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.

8.4 Notices. All written communications or required notices between Owner and Contractor shall be sent by first class mail, postage prepaid, or by a nationally recognized overnight delivery to the address, or to the facsimile or email listed below:

 If to Owner: Weber County If to Contractor: Dobe Construction

2380 Washington Blvd., Ste. 320 Attn: Scott Spencer

Ogden, UT 84401 7913 N. 3300 W.

tferrario@webercountyutah.gov Honeyville, UT 84314

 gscottspencer@hotmail.com

8.5 Entire Agreement. This Agreement represents the entire and integrated agreement between Owner and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Contractor.

8.6 Assignment of Rights. Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other Party hereto and to partners, successors, assigns, and legal representatives of such other Party in respect to covenants, agreements, and obligations contained in this Agreement. Neither Party to the Agreement shall assign the Agreement without written consent of the other. If either Party attempts to make such an assignment without such consent, that Party shall nevertheless remain legally responsible for all obligations under the Agreement.

8.7 In this Agreement, any reference to a Party includes that Party's heirs, executors, administrators, successors, and assigns; singular includes plural; and masculine includes feminine.

8.8 This Agreement is in addition to the Weber County Terms and Conditions that were provided by Owner’s purchasing office and received by Contractor during the bidding process. Contractor is bound by the terms and conditions listed in that document.

WITNESS our signatures this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018.

BOARD OF COUNTY COMMISSIONERS

OF WEBER COUNTY

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Gage Froerer, Chair

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Ricky Hatch, CPA

Weber County Clerk/Auditor

SCOTT SPENCER

DOBE CONSTRUCTION, INC.

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT A

# Executive Summary

In reference to Weber County Archery waterline, Solicitation # 20-070, Dobe Construction proposes to install the water line as per plan. Weber County will apply for and obtain the right of way permit required by Ogden City to go into road to connect to existing utilities. We will go into the street at 26th Street, saw cut the asphalt as needed, dig down to main waterline and tap into the 6 inch main waterline and size up to a 8 inch line. In the trench, that is in the street,, we will install the pipe with bedding, then the top will be roadbase, compacted in lifts, to achieve the compaction requirements, as per Ogden City standards. We will run the line to the east, as indicated on the plans, until we cross the fence. We will then turn and head south, down to the entrance road, to the park just off of F Avenue and 28th Street. There we will cross the road and continue south, following the road, to the crest of the hill. There we will continue following the road as it makes a slight turn and heads southeast down to the new building. Once we get to within about 50 ft of the new building we will install one shut off valve to hydrant and one fire hydrant. The main line will then turn and head east, we will install the necessary connections for the 1 inch culinary service to the building and then go another 30 ft and install a “T” for the fire riser line to new building. We will connect fire riser line to the existing fire riser line that has been stubbed out under building footing. We will continue main line east, for approximately 60 feet, where we will then end the main line and install another shut off valve for hydrant and fire hydrant. We will install a 1 inch air vac. assembly as per plans. Dobe Construction will use the site spoils from trench to bed the pipe and backfill back up to grade.

# Detailed Response

 a. In reference to Weber County Archery waterline, Solicitation # 20-070, Dobe

Construction proposes to install the water line as per plan. We will go into the street at 26th Street, saw cut the asphalt as needed, dig down to main waterline and tap into the 6 inch main waterline and size up to a 8 inch line. In the trench, that is in the street we will install the pipe with bedding then the top will be roadbase, compacted in lifts to achieve the compaction requirements, as per Ogden City standards. We will run the line to the east as indicated on the plans until we cross the fence at which point we will then turn and head south down to the entrance road to the park just off of F Avenue and 28th St. There we will cross the road and continue south following the road to the crest of the hill, there we will continue following the road as it makes a slight turn and heads south east down to the new building. Once we get to within about 50 ft of the new building we will install one shut off valve to hydrant and one fire hydrant. The main line will then turn and head east, we will install the necessary connections for the 1 inch culinary service to the building and then go another 30 ft and install a “T” for the fire riser line to new building we will connect fire riser line to the existing fire riser line that has been stubbed out under building footing. We will continue main line east for approximately 60 ft. where we will then end the main line and install another shut off valve for hydrant and fire hydrant. We will install a 1 inch air vac. assembly as per plans. Dobe Construction will use the site spoils from trench to bed the pipe and backfill back up to grade. Dobe Construction will perform the necessary tests as required, air pressure test, and will chlorinate lines for chlorine/bacteria test.

Dobe Construction will use whatever resources that are necessary to complete the job from the beginning to the end. We have all of the equipment that is required to do the job. Scott Spencer is the owner of Dobe Construction and he has been in the construction industry for 16 years and has been the owner of Dobe Construction for 10+ years. He has been running/operating equipment since he was big enough to hold a steering wheel on the tractors on his grandpa’s farm. He is a licensed General Contractor (b100.) He has experience in almost every construction trade and has built homes and small commercial buildings and installed the necessary utilities and infrastructure required to support those buildings. We have installed water loops on water main lines for Bona Vista Water and Kaysville City. We have also installed a main water line and loop system on a large storage unit complex for fire hydrants. That line was approximately 2000 ft. in Layton. Scott is the main employee for Dobe Construction and is in the field doing the work every day. We feel this way we have a better quality control on the work being performed and the end result is far superior than to trust the employees to do the work the right way the first time. We will always do our best to stay in good communication with the contractors or owners that we are doing the work for and will always return missed phone calls, texts and emails. We have just completed the French drain system on the Archery building and look forward to doing more work with Weber County, whether it be on this job or some other job in the future. We are always very grateful for the work we receive.

 b.

1. Dobe Construction will use resources necessary to complete job as per plan and as described above in detail. We have all the needed equipment and access to anything we may need to complete the job.

1. Dobe Construction has completed numerous similar jobs, as described above, through the hard work and direction of owner Scott Spencer, general contractor. Details of past work listed above and references can be found on Attachment B.

1. Scott Spencer, general contractor will be on site every day that work is being completed to oversee that job is done correctly, efficiently and as quickly as possible. Most, if not all, of the equipment to be used is our own, reliable equipment. We have completed and finalized numerous jobs over the past 10+ years with great success.