

**AGREEMENT BETWEEN BLOOM RECYCLERS LLC AND
WEBER COUNTY FOR REMOVING RAILROAD TRACKS**

This is an agreement between WEBER COUNTY ("County"), a political subdivision of the State of Utah, whose Community Development Department is located at 2380 Washington Blvd., Suite 250, Ogden, Utah, 84401, and BLOOM RECYCLERS LLC ("Contractor"), located at 690 W. Exchange Road, Ogden, Utah, 84401, for the removal of certain railroad tracks in Weber County, Utah.

BACKGROUND: The County operates the Weber County Solid Waste Transfer Station at 867 W. Wilson Lane in West Haven, Utah. On the Transfer Station property, there is a section of railroad tracks that is owned but not needed by the County. The County seeks to have the railroad tracks and all associated equipment removed.

Contractor is in the business of recycling some of the types of materials composing the railroad tracks and associated equipment, so Contractor desires to purchase the unneeded tracks and equipment. The County has agreed to sell the tracks and equipment to Contractor in exchange for Contractor removing them from the Transfer Station property.

The parties therefore agree as follows:

1) Scope of Work

a) Contractor shall perform the following services ("Work"):

- i) Remove the unneeded tracks and associated equipment, including switches and railroad ties, from the Transfer Station property. Before starting work, confirm with County personnel the exact material to be removed.
- ii) Hazardous materials, as determined by Contractor, are excluded.
- iii) Leave the site in a reasonably neat and orderly condition, meaning that all of the tracks and associated equipment are removed, no damage is done to County property, and no trash is deposited at the site.

2) Pricing and Payment

- a) Contractor will pay \$65,800.00 for the materials. This consists of \$45,800.00 for the rails and switches, and \$20,000.00 for the railroad ties.
- b) Payment shall be due upon the completion of the Work.

3) Time of Commencement and Completion

- a) Contractor shall start the Work after receiving notification to proceed from the County and shall complete the Work no later than 30 days after receiving notification to proceed.

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 be primary and noncontributory to any other policy or coverage available to the County, whether such coverage be primary, contributing, or excess.

- iii) Commercial Automobile Liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 per person, \$2,000,000 per accident, and, for property damage, \$500,000 per occurrence, or a combined single limit of \$5,000,000.
- b) 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 the County prior to commencement of the Work. The certificate shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days' prior written notice has been given to the County.
- c) 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 the County may immediately terminate this agreement.

7) Default

- a) In the event of default by either party in the performance of any of the terms and conditions of this agreement, the other party may give written notice of such default to the defaulting party. If the default is not resolved within ten days of receipt of notice, this agreement may be terminated immediately by the party not in default, and the party in default shall be liable for all costs, damages, and expenses resulting from such termination.

8) Term of Agreement

- a) Except as provided in section 7) and subsection 8)b), this agreement shall remain in force and effect until the Work has been completed and payment has been made.
- b) The indemnification provisions of this agreement, and any 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.

9) Miscellaneous

- a) Severability. The invalidity of any portion of this agreement 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.

- b) 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 terms or conditions.
- c) Governing Law. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Utah.
- d) Notices. Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail, if sent to the respective address of each party as set forth at the beginning of this agreement.
- e) Entire Agreement. This agreement represents the entire and integrated agreement between the County 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 the County and Contractor. No change orders will be allowed on this project.
- f) Assignment and Subcontracting.
 - i) The County 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.
 - ii) Neither party to this 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 this agreement.
 - iii) Contractor shall not subcontract any of the Work without the County's written consent.
- g) Effective Date. This agreement will become effective when both parties have signed it below. The date this agreement is signed by the second party will be deemed the date of the agreement.

Signatures:

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By 
Scott Jenkins, Chair

Date _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

BLOOM RECYCLERS LLC

By 

Date 4-13-2022