

County Contract No. _____

**AGREEMENT
BETWEEN
OLDCASTLE INFRASTRUCTURE
AND
WEBER COUNTY
FOR
PROFESSIONAL SERVICES**

Fabrication of 4000 North Precast Box Culvert

THIS AGREEMENT is made and entered into as of the 18 day of January, 2021, by and between WEBER COUNTY (COUNTY), a body corporate and politic of the State of Utah, and Oldcastle Infrastructure (CONSULTANT), a/an state name (Utah, typ.) corporation authorized to do business in Utah, Taxpayer Identification No. 12102933-002-STL

WITNESSETH:

WHEREAS, COUNTY desires to obtain engineering and precasting services for the box culvert across 4000 North near 3600 West; and

WHEREAS, CONSULTANT has submitted a bid for the structural design, production and delivery of a box culvert with wingwalls and aprons for a drainage crossing under 4000 North near 3600 West according to the attached drawing set, attached as Exhibit B, and has been chosen by submitting a competitive bid that meets the requirements of the project to contract with COUNTY; and

WHEREAS, COUNTY desires to accept said proposal and to receive the services of CONSULTANT as set forth in said proposal;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

ARTICLE I

SERVICES OF THE CONSULTANT

A. CONSULTANT shall perform such services as are specified by this contract and as are specified by the scope of services set forth in Exhibit A to this contract, attached hereto and incorporated herein. In performing said services, CONSULTANT shall follow practices consistent with acceptable professional and technical standards for work of this nature.

B. CONSULTANT hereby agrees to furnish those services necessary to complete the scope of services specified in this contract. All said services shall be performed by CONSULTANT or by CONSULTANT's associates, employees, or subconsultants under the personal supervision of the Project Manager, designated in Article I, Section C, or such other qualified person as shall be designated by CONSULTANT and approved in writing by COUNTY.

C. Mason McCracken will perform or supervise the project on behalf of CONSULTANT as Project Manager. Should he be unable to complete said responsibility for any reason, COUNTY reserves the right to terminate this contract in the event he is not replaced by a person which COUNTY finds satisfactory.

D. CONSULTANT has, or will secure at its own expense, the qualified personnel required to perform the services specified by this contract.

E. Except as may be delineated in Exhibit A, or except as allowed by COUNTY's Representative in writing, none of the services specified by this contract shall be subcontracted.

F. During the contract period, CONSULTANT shall attend such meetings and public hearings and shall provide such advice as may be required as described in Exhibit A.

G. All materials developed, prepared, completed, or acquired by CONSULTANT during the performance of the services specified by this contract, including all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, in both electronic and non-electronic format, shall become the property of COUNTY and shall be delivered to COUNTY during or at the end of the contract period. All such materials shall not be released by CONSULTANT at any time without the prior written approval of COUNTY's Representative. It is understood and agreed that such materials are to be prepared exclusively for work required under this agreement, and that their use on other projects may not be appropriate. Therefore, COUNTY agrees that its use of said materials on other projects shall be at its own risk unless prior thereto CONSULTANT has given its written approval for such use.

ARTICLE II

MANAGEMENT AND COORDINATION

In order that COUNTY may maintain coordination with the content of the studies completed and the services performed as specified by this contract, it is hereby agreed that the services performed by CONSULTANT hereunder shall be coordinated with COUNTY's Representative, who will be either the County Engineer (currently Gary Myers, P.E.) or the County Engineer's designee.

ARTICLE III

SERVICES OF THE COUNTY

A. The representative designated above shall serve as the sole intermediary between COUNTY and CONSULTANT. Said representative shall receive and examine documents

submitted by CONSULTANT and shall render any needed decisions on COUNTY policies or procedures in a prompt manner so as to prevent unreasonable delay in the progress of work to be performed by CONSULTANT under this agreement.

B. COUNTY shall without charge furnish to or make available for examination or use by CONSULTANT, as it may request, all available pertinent information and documents related to the project which COUNTY has available and may legally disclose.

C. COUNTY shall not be responsible for discovering deficiencies in the technical accuracy of CONSULTANT's services. CONSULTANT shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in COUNTY-furnished information.

ARTICLE IV

(RESERVED)

ARTICLE V

TIME SCHEDULE

A. CONSULTANT shall commence its services as specified by this contract upon receipt from COUNTY of written notice to proceed. CONSULTANT shall meet set milestones and complete its work hereunder within the time limits set forth in Exhibit D, except where written notification of variance is received from COUNTY's Representative or except in the event of the occurrence of unforeseeable circumstances beyond the reasonable control of CONSULTANT.

B. It is hereby agreed that CONSULTANT is not required to provide full-time service throughout said period. However, during the entire contract period, CONSULTANT shall commit necessary resources as deemed necessary, within reason, to keep to said schedule.

ARTICLE VI

COMPENSATION

A. Payment to CONSULTANT for its services provided under this contract shall become due upon completion of the same. At the end of each 30-day period during CONSULTANT's performance hereunder, CONSULTANT may request a progress payment based upon work performed and services rendered within that 30-day period. COUNTY shall pay to CONSULTANT the requested payment, if approved, or the undisputed portion thereof within sixty (60) days of the progress payment request. Final payment shall be made when CONSULTANT has submitted the final work product to COUNTY in a manner consistent with the contract. If COUNTY fails to make a payment within the time specified above, there shall be added to such payment, interest at a rate equal to the percentage rate earned by the County Treasurer on such funds, compounded monthly, commencing on the first day after said payment is due and continuing until payment is made. Interest shall be deemed to be additional to any compensation due CONSULTANT for services provided pursuant to this contract.

B. The payment process described above shall begin only upon submission by CONSULTANT, to COUNTY's Representative, of an invoice or billing signed by the CONSULTANT's Project Manager, including support documents. The invoice or billing may be a hard copy with a wet signature or an electronic document signed digitally (e.g., VeriSign). The invoice or billing shall include an invoice number. Any request for a progress payment shall be

denominated as such and shall include the invoice or billing, with support documents, detailing the bill and giving a brief statement of accomplishments and status.

C. The parties agree that the compensation COUNTY shall pay CONSULTANT for performance of the services described in the “Scope of Work” found in Exhibit A shall be made as follows:

COUNTY shall pay CONSULTANT on a lump sum basis with the total payment of \$237,160 unless this agreement is amended as specified in Article XI, Section G.

ARTICLE VII

INSURANCE AND INDEMNIFICATION

A. CONSULTANT shall accept full responsibility for the payment of premiums for unemployment insurance and workers’ compensation, as well as income tax and social security deductions and any other taxes or payroll deductions required by law for its employees who are performing services by this contract.

B. CONSULTANT shall procure and maintain the insurance policies required in this article from an insurance company authorized to write casualty insurance in the State of Utah, to protect itself and COUNTY from all claims including, but not limited to, bodily injury, death, or property damage which may arise from performance under the contract. All insurance policies must be approved and accepted by COUNTY, and excepting the professional liability and workers’ compensation policies, will name Weber County as additional insured, and will be issued by a surety authorized to do business in the State of Utah and be rated with an A- or better rating in the most current edition of *Best’s Key Rating Guide*.

C. CONSULTANT shall not commence performance under this agreement until it has obtained all insurance required by this article and filed a certificate of insurance or certified

copy of insurance policy with COUNTY. Each insurance policy shall contain a clause providing that the insurance company will not cancel coverage without thirty (30) days prior written notice to COUNTY of intention to cancel. The amount of such insurance coverage will not be less than the following:

1. Workers' compensation statutory limits as required by the Workers' Compensation Act of the State of Utah and Employers Liability limits \$1,000,000 per occurrence.
2. Commercial General Liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 aggregate.
3. Professional Liability insurance in an amount of not less than \$1,000,000.
4. Automobile Liability insurance in the minimum amount of \$1,000,000 per occurrence with no deductible. "Any Auto" coverage is required.

Excluding workers' compensation and professional liability coverages, CONSULTANT's insurance coverage shall be a primary insurance. COUNTY's self-insurance or insurance shall be in excess of CONSULTANT's insurance and shall not contribute with it. CONSULTANT's failure to comply with policy reporting provisions shall not affect coverage provided to COUNTY, its officers, officials, employees, or volunteers.

D. CONSULTANT agrees to defend, indemnify, and hold harmless COUNTY, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorney's fees), or claim, arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damage are caused by or result from the negligent or intentional acts, errors, and/or omissions of the CONSULTANT, its agents, employees, and/or subconsultants. CONSULTANT shall not

indemnify for default when the delay is beyond the control and without the fault and negligence of CONSULTANT, including but not restricted to, changes in the scope of work, strikes, availability of materials, acts of God or of the public enemy, acts of COUNTY or its representatives or agents, and acts of any other consultant and/or contractor in the performance of a contract with COUNTY.

E. The parties agree that for purposes of this agreement, CONSULTANT, its officers, agents, and employees are not to be regarded as COUNTY employees, and that CONSULTANT is an independent contractor in all respects.

ARTICLE VIII

REMEDIES

A. Time for Completion. The date of beginning and the time for completion of the specified work are essential conditions of this contract. If CONSULTANT shall fail to comply with the time schedule set forth in Article V and Exhibit D, or any extension of time granted by COUNTY, then CONSULTANT shall be in default, unless the failure is beyond the control and without the fault and negligence of CONSULTANT. If CONSULTANT defaults, then COUNTY shall be entitled to the recovery of direct damages, if any, resulting from the default, in addition to any other remedies granted by this contract.

B. Correction of Work. CONSULTANT shall promptly replace and/or re-execute work rejected by COUNTY for failure to comply with this contract, without expense to COUNTY. However, COUNTY shall give expeditious and thorough consideration to all reports and sketches, estimates, drawings and specifications, proposals and other documents submitted by CONSULTANT and shall inform CONSULTANT of any decisions concerning adequacy of the work within a reasonable time.

C. Disputes. If CONSULTANT disputes COUNTY's compliance with any term of this contract, CONSULTANT shall present its claim in writing to COUNTY within ten (10) days of learning of the act or condition that created the dispute, or the claim shall be deemed waived by CONSULTANT. Notice of such claim need not be specific in detail but shall be sufficient to identify the character and scope of the claim. COUNTY shall consider said claim and render its decision thereon in writing not later than ten (10) days following the date notice of said claim was received by COUNTY. In the meantime, CONSULTANT shall proceed with the work as directed by COUNTY. If CONSULTANT is aggrieved by the decision of COUNTY upon its claim, CONSULTANT shall nevertheless comply therewith and complete the work required thereunder, and under this agreement. By giving timely notice of its claim according to this paragraph, CONSULTANT shall preserve its claim for future proceedings or litigation, if necessary. However, the existence of any dispute shall not serve as reason to terminate or delay the work required under this agreement.

ARTICLE IX

CHANGES

COUNTY may, at any time by written order, and without notice to the sureties, if any, make changes in the concept of the project of this contract, if within its general scope. If such changes cause an increase or decrease in CONSULTANT's cost of, or time required for performance of the contract, an equitable adjustment in price or time will be made and the contract modified in writing accordingly. The equitable adjustment shall be based upon a negotiated price for the change required. All changes shall be set forth in writing, signed by all parties prior to the performance thereof and any changes in price shall be added to or subtracted from the price hereof and billed to COUNTY in accordance with the provisions of Article VI

hereof. Except as provided in this contract, no charge for any extra work or materials will be allowed or paid. In determining the equitable adjustment to be paid, the books and records of CONSULTANT pertaining to this agreement shall be made available to COUNTY.

ARTICLE X

TERMINATION

A. COUNTY shall have the right to terminate this agreement in whole, or from time to time, in part, for COUNTY's convenience or because of CONSULTANT's failure to fulfill the contract obligations. COUNTY shall terminate by delivering to CONSULTANT a Notice of Termination specifying the extent to which performance of services under this contract is terminated, and the date upon which such termination becomes effective. In the event the agreement is terminated by COUNTY prior to full performance by CONSULTANT, CONSULTANT shall be paid for services rendered to the date of termination based upon a percentage of completion of the full performance of this agreement.

B. After receipt of a written Notice of Termination for convenience, CONSULTANT shall:

1. Stop work under the contract upon the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not specifically terminated;
3. Transfer to COUNTY, and deliver to COUNTY, work in process, completed work, completed or partially completed plans, drawings, information and other

property (including all electronic files and support files) which would be required to be furnished to COUNTY if the contract had been completed;

4. Terminate all orders and subcontracts to the extent that they relate to performance of work terminated by the Notice of Termination;

5. Assign to COUNTY, in the manner, at the times, and to the extent directed by COUNTY, all of the right, title, and interest of CONSULTANT in any orders and subcontracts so terminated, in which case COUNTY shall have a right, in its discretion, to settle and pay any or all claims arising out of the termination of such orders and subcontracts;

6. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval and ratification of COUNTY to the extent CONSULTANT may require, which approval or ratification shall be final for all purposes of this clause.

C. After receipt of a written Notice of Termination, CONSULTANT shall submit to COUNTY its termination claim no later than sixty (60) days after the termination of this contract, unless extensions in writing are granted by COUNTY. Upon failure of CONSULTANT to submit its termination claim within the time allowed, COUNTY may determine, on the basis of information available, the amount, if any, due to CONSULTANT by reason of the termination and shall thereupon pay to CONSULTANT the amount so determined.

D. In the event of termination for convenience, the amounts due CONSULTANT from COUNTY shall be determined as follows:

1 There shall be included all costs and expenses reimbursable in accordance with this contract, not previously paid to CONSULTANT for the performance of this

contract prior to the effective date of the Notice of Termination, and such of these costs as may continue for a reasonable time thereafter with the approval of, or as directed by, COUNTY; and

2 There shall be included so far as not included under (1) above, the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, which are properly chargeable to the terminated portion of the contract.

E. With the exception of work completed prior to receipt of the Notice of Termination, in no event shall all termination claims and payments described herein exceed the value of work left to be completed as of the date of receipt of the Notice of Termination.

ARTICLE XI

MISCELLANEOUS

A. No Officer or Employee Interest. No officer or employee of COUNTY shall have any pecuniary interest, direct or indirect, in this agreement or the proceeds thereof. No officer or employee of CONSULTANT nor any member of their families shall serve on a COUNTY board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises CONSULTANT's operations, or authorizes funding to CONSULTANT. No officer, employee, or member of the governing body of COUNTY, or of the locality or localities in which the project governed by this contract takes place, shall (1) participate in any decision relating to this contract which affects his or her personal interest or the interest of any corporation, partnership, or association in which (s)he is, directly or indirectly, interested, or (2) have any interests, direct or indirect, in this contract or the proceeds thereto.

B. Assignability. CONSULTANT shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of COUNTY.

C. Interest of CONSULTANT. CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed as specified in this contract. CONSULTANT further covenants that in the performance of said services no person having any conflict of interest shall be employed.

D. Equal Employment Opportunity. CONSULTANT, by entering into this agreement, or any person acting in its behalf, agrees that it shall not, because of race, color, sex, religion, age, disability, marital status, sexual orientation, ancestry, or national origin, discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this agreement or any subagreement executed in the furtherance thereof.

E. Contingent Fees. CONSULTANT warrants that no person or company has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees; nor has CONSULTANT paid or agreed to pay any person, company, corporation, or firm, other than a bona fide employee, any fee or commission resulting from award of this contract. For any breach or violation of this provision, COUNTY shall have the right to terminate this agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any other damages

and shall be responsible for reporting the details of such breach or violation to the proper legal authorities where and when appropriate.

F. Affidavit. A sworn affidavit may be required to be submitted by each officer, employee, or agent of CONSULTANT who has been in contact or communicated with any officer, agent, or employee of COUNTY during the past calendar year concerning the provision of these services. The affidavit shall contain the following statement.

"I do solemnly swear that neither I, nor to the best of my knowledge, any member of my firm or company, have either directly or indirectly restrained free and competitive bidding for these consultive services by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by the governing body of the County, or in violation of applicable law."

G. Amendments. Unless otherwise provided for in this agreement, all changes, including any increase or decrease in the amount of CONSULTANT's compensation, time schedule, or scope of services, which are mutually agreed upon by and between COUNTY and CONSULTANT, shall be incorporated in written amendments to this contract and signed by the parties hereto. No alteration or variation in the terms of this agreement shall be valid unless made in writing as required herein.

H. Default. If either party defaults in the performance of the agreement or any of its covenants, terms, conditions, or provisions, the defaulting party shall pay all costs and expenses which may arise or accrue from enforcing the agreement or from pursuing any remedy provided thereunder.

ARTICLE XII

EXHIBITS AND SPECIAL PROVISIONS

A. Exhibits Included:

1. Exhibit A, Scope of Work-Invitation to Bid.

2. Exhibit B, Drawings
3. Exhibit C, Cost Estimate
4. Exhibit D, Schedule

B. Total Agreement: This Agreement, (together with the exhibits identified above) constitutes the entire agreement between COUNTY and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



IN WITNESS WHEREOF, the parties have signed and subscribed their names hereon and have caused this agreement to be duly executed as of the day and year first set forth above.

WEBER COUNTY

By: _____
Commission Chair

Recommended for Approval:


Gary Myers, P.E.
County Engineer

ATTEST:

By: _____

Title: _____

CONSULTANT:
Oldcastle Infrastructure

By: Jeff Peck 

Title: COMMERCIAL DIRECTOR

STATE OF UTAH)

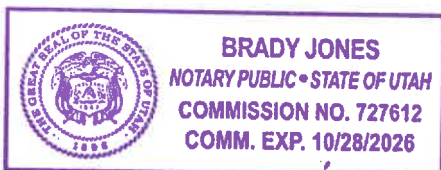
County of Weber)
: §

On this 18 day of January, in the year 2024, before me,

(notary name) Brady Jones, a notary public, personally appeared,

(signer name) Jeff Peck, proved on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this instrument, and acknowledged (s)he executed the same.

Witness my hand and official seal.





NOTARY PUBLIC

Exhibit A –Scope of Work-Invitation to Bid

*Weber County Engineering Division is inviting precast concrete fabricators to provide bids to design, manufacture and deliver a box culvert with wingwalls and aprons for a road crossing on 4000 North. In order to expedite the completion of the crossing, the installation work is being bid separate from the fabrication. The fabricator will need to coordinate with the installation contractor in regards to delivery schedule. **Bids will be submitted by email to athoman@webercountyutah.gov by 2:00 pm on December 21, 2023.***

CONTENTS: If any provision or specification in this "Invitation to Bid" (ITB) is ambiguous or is disputed by a bidder, the bidder must notify the County Engineering Division prior to the opening of the bids. No dispute or protest concerning the ambiguity of these specifications or provisions of the ITB shall be accepted following opening of the bids.

SCOPE OF WORK & SPECIFICATIONS: Weber County is requesting bids for the structural design, production and delivery of a box culvert with wingwalls and aprons for a drainage crossing under 4000 North near 3600 West according to the attached drawing set. The proposed culvert will be installed by a contractor through a separate bid process. Drawings are provided to show the proposed dimensions and elevations of the culvert flowline and the existing road. After installation the road will be reconstructed to the same elevation as it currently exists. The County will need to review and approve the structural drawings prior to fabrication. Fabrication shall follow the Precast Concrete Box Culvert and Three-Sided Structure Standards and Specifications included with this bid email. A proposed date of completion for the work will need to be included with the bid response.

QUESTIONS: Questions shall be submitted through email to athoman@webercountyutah.gov. Questions are due by December 19th by 2:00pm. If a questions/answer changes the ITB, the change will be released in an addendum to the ITB.

AWARD: The County will determine the low bidders based upon price bid. Award will be to the lowest responsive, responsible bidder submitting the lowest cost including delivery and any additional costs. Weber County reserves the right to reject any or all bids and waive any informality or irregularity in any bid or bids, if to do so is in the best interest of the County.

Please respond to this email to help me verify that it made it to you.

Thanks,

Ashley Thoman

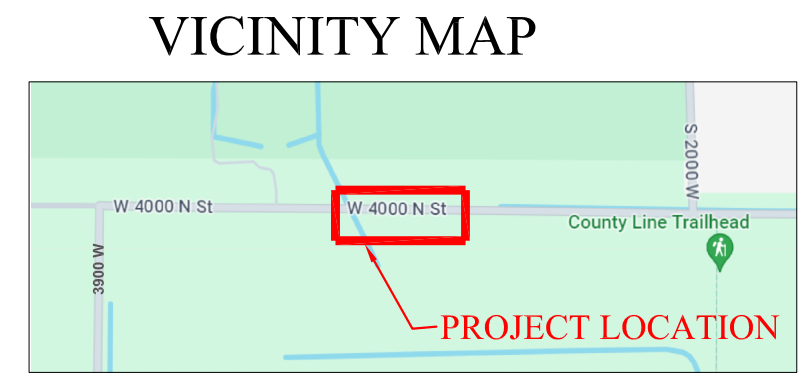
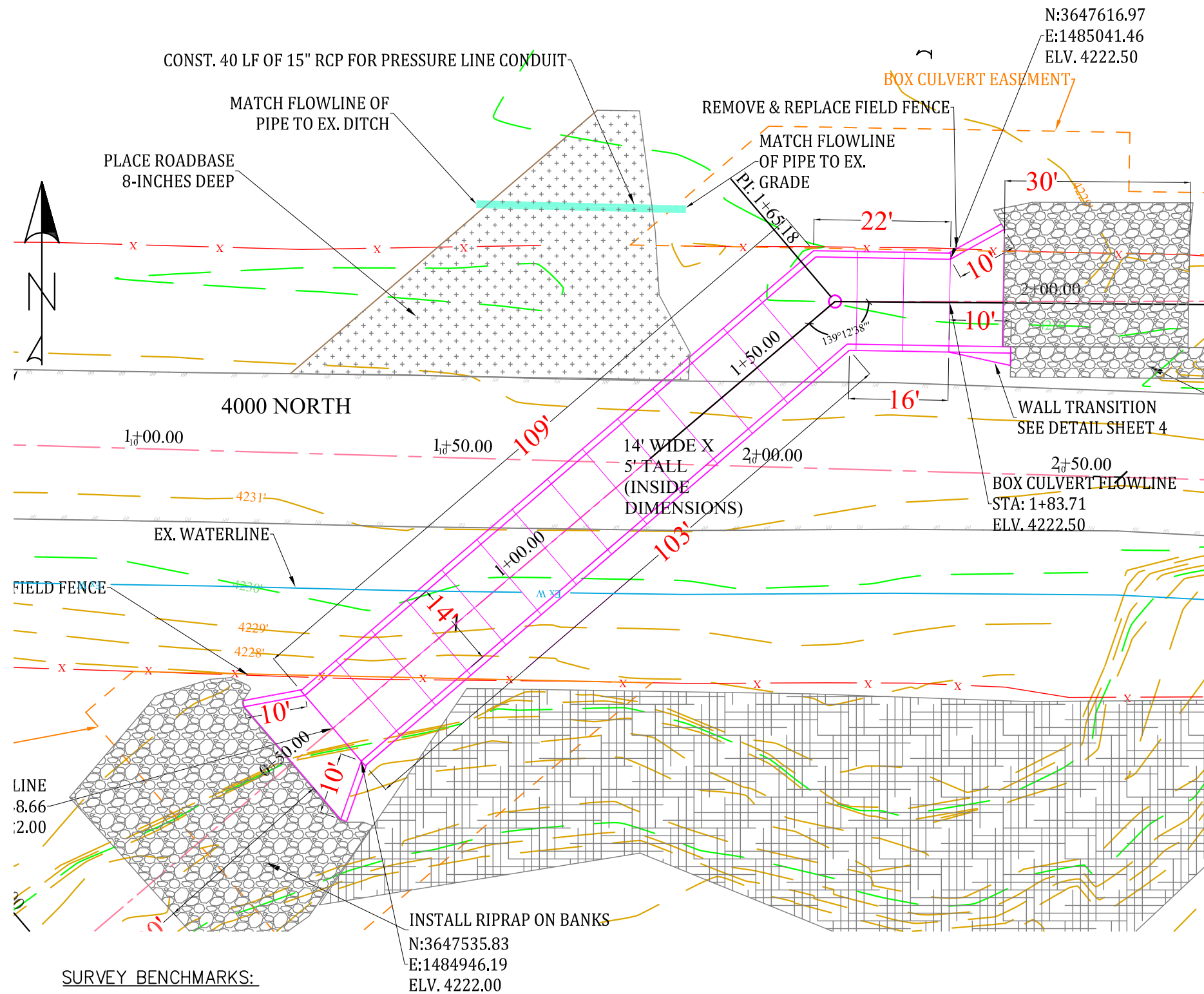
Weber County Engineering

2380 Washington Blvd., Suite 240 | Ogden UT | 84401 USA

E: athoman@WeberCountyUtah.gov | P: [801.399.8056](tel:801.399.8056)

Exhibit B – Drawing Set (5 sheets)

4000 NORTH BOX CULVERT PROJECT



PROJECT CONTACTS:

PROJECT ENGINEER: ASHLEY THOMAN (801) 399-8056
 COUNTY ENGINEER: GARY MYERS (801) 399-8771
 BONA VISTA WATER WATER IMPROVEMENT DISTRICT: BLAKE CARLIN (801) 621-0474

SHEET INDEX

COVER SHEET – SURVEY CONTROL	SHEET 1 OF 5
SITE PLAN	SHEET 2 OF 5
4000 NORTH PLAN & PROFILE	SHEET 3 OF 5
CREEK PLAN & PROFILE	SHEET 4 OF 5
DETAILS	SHEET 5 OF 5

SURVEY BENCHMARKS:

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 E:1484946.19
 ELV. 4222.00

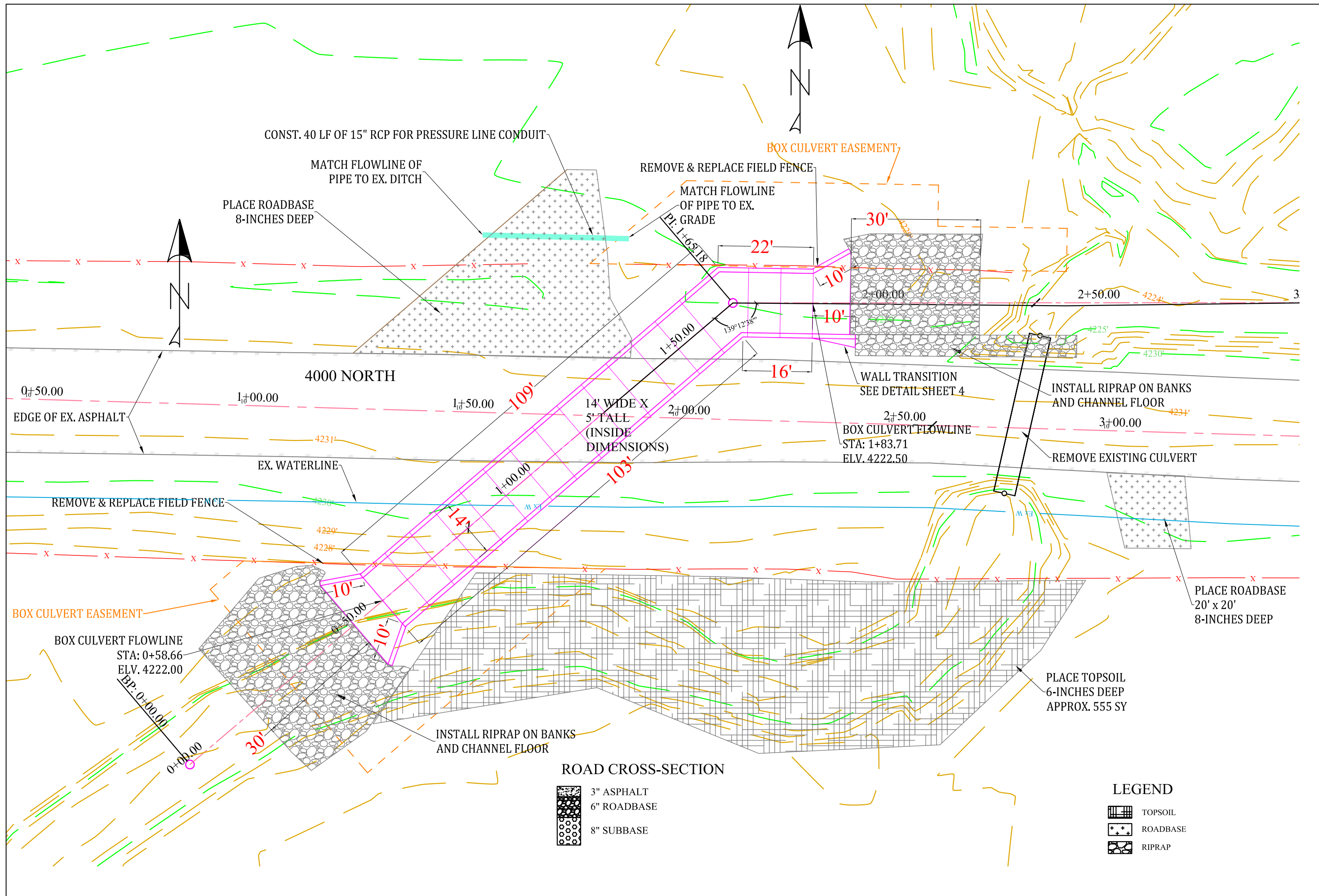
SECTION CORNERS:

SOUTHEAST CORNER SECTION 16, T7N, R2W, SLB&M
 ELV. 4232.78, N: 3647619.13, E:1485929.32
 SOUTH QUARTER CORNER SECTION 16, T7N, R2W, SLB&M
 ELV. 4230.24, N: 3647613.31, E:1483314.33

WATER MANHOLE: 4229.87, N: 3647557.35, E:1485194.16

Filename	4000 N-BC
Date	4 NOV 2023
Checked by	G. MYERS
Designed by	A. THOMAN

4000 NORTH BOX CULVERT PROJECT
 COVER SHEET
 WEBER COUNTY ENGINEERING DEPT.



4000 NORTH BOX CULVERT PROJECT

SITE PLAN

WEBER COUNTY ENGINEERING DEPT.

Sheets Prepared By

 2500 Washington Blvd. Ste. 200
 Ogden, Utah 84401
 (801) 389-5674

Designed by
A. THOMAS

Checked by
G. MYERS

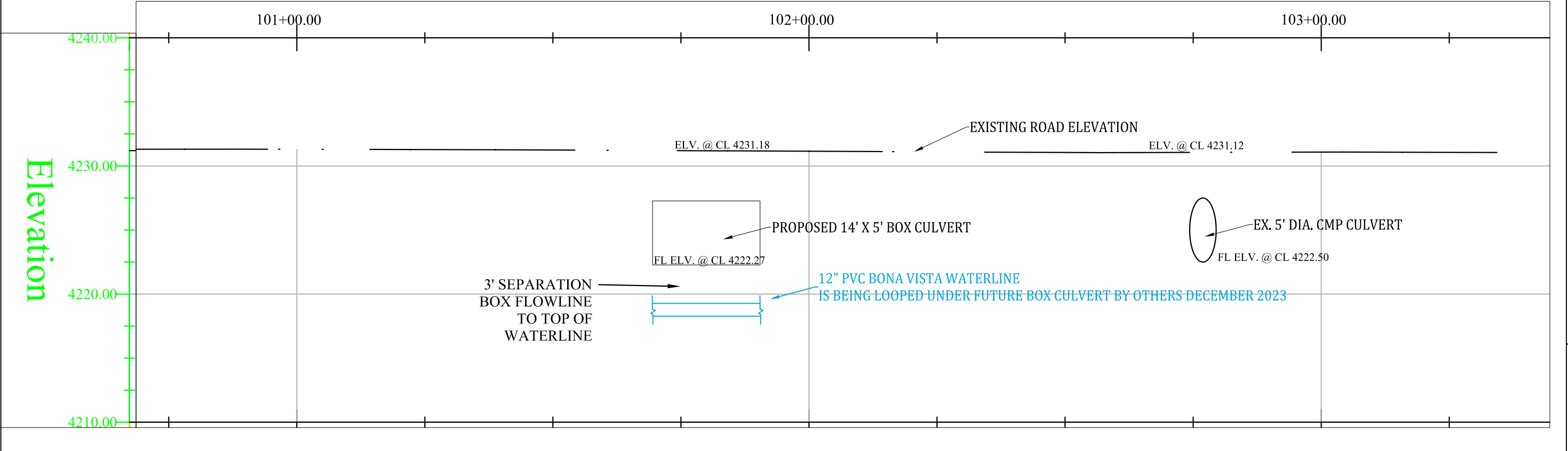
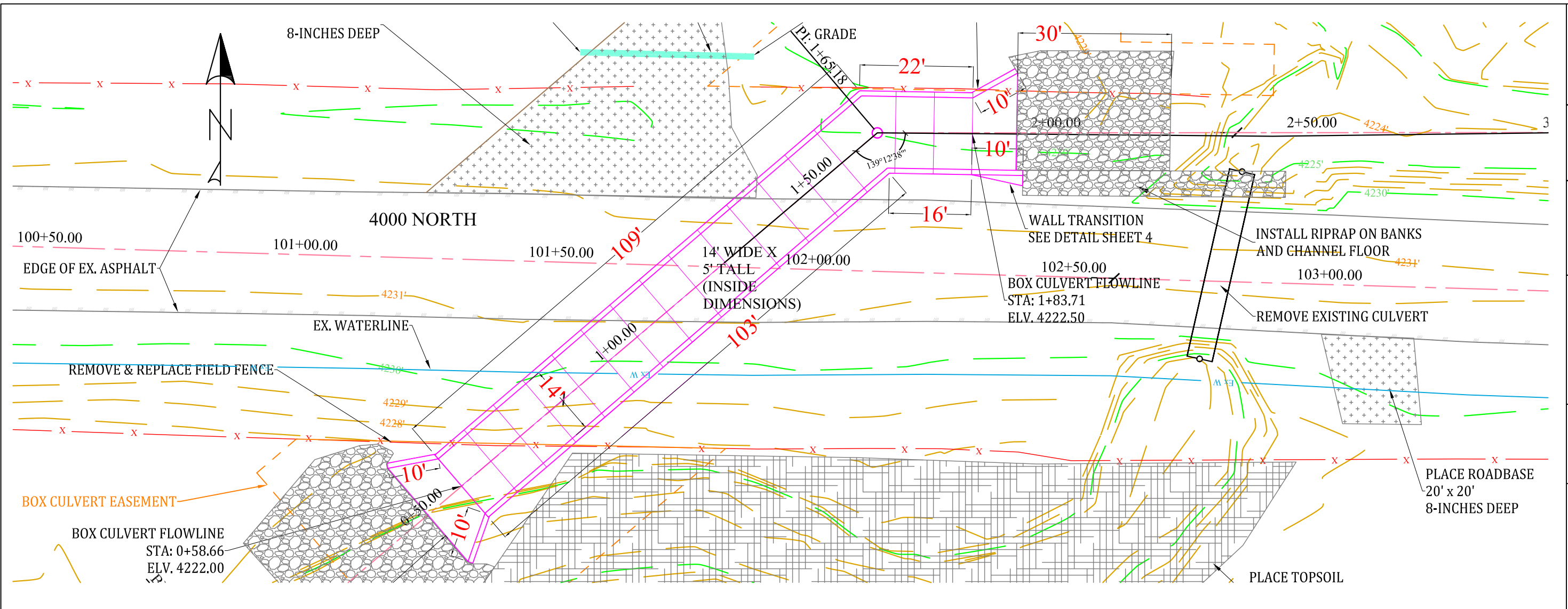
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OF 5 SHEETS

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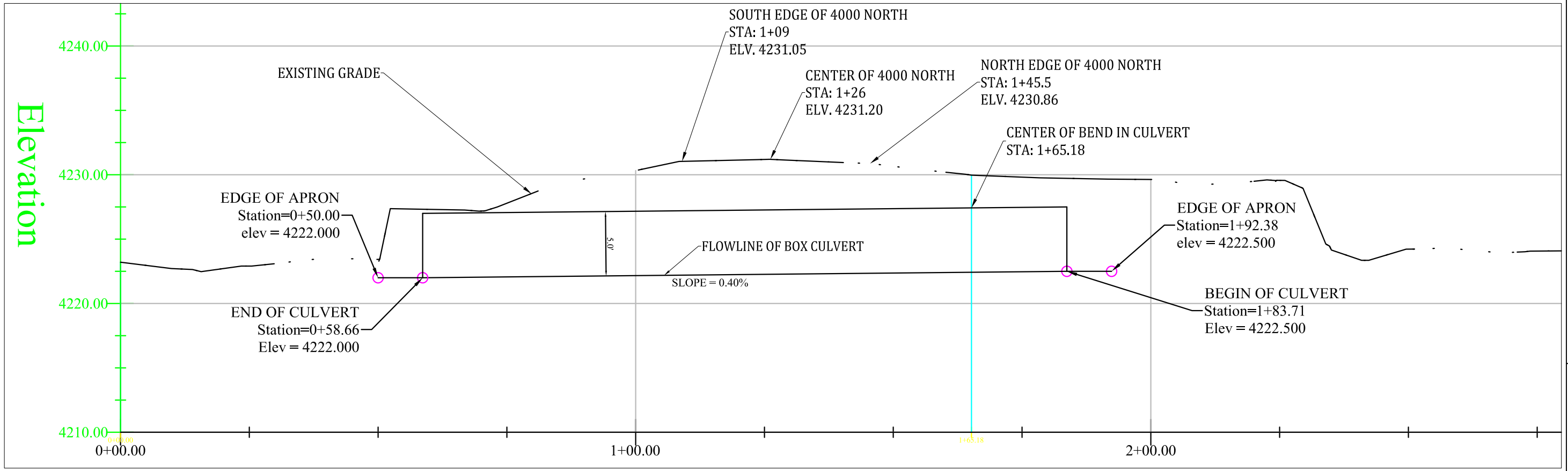
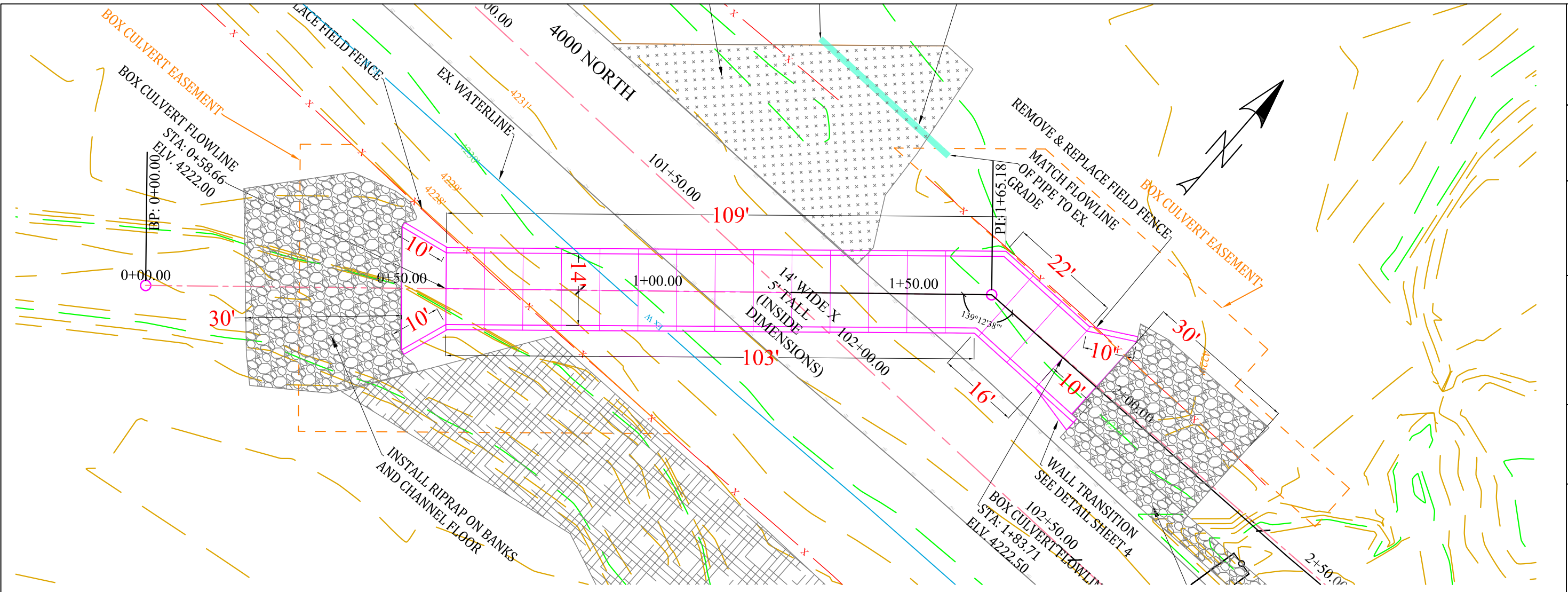
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SHEET
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OF 5 SHEETS

Date: 4 NOV 2023
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 Checked by: G. MYERS
 Designed by: A. THOMAN
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4000 NORTH BOX CULVERT PROJECT
 4000 NORTH PLAN & PROFILE
 WEBER COUNTY ENGINEERING DEPT.
 Weber County Engineering
 2500 Westwater Blvd. Ste. 200
 Ogden, Utah 84401
 (801) 389-5674



4000 NORTH BOX CULVERT PROJECT
CREEK PLAN & PROFILE
WEBER COUNTY ENGINEERING DEPT.

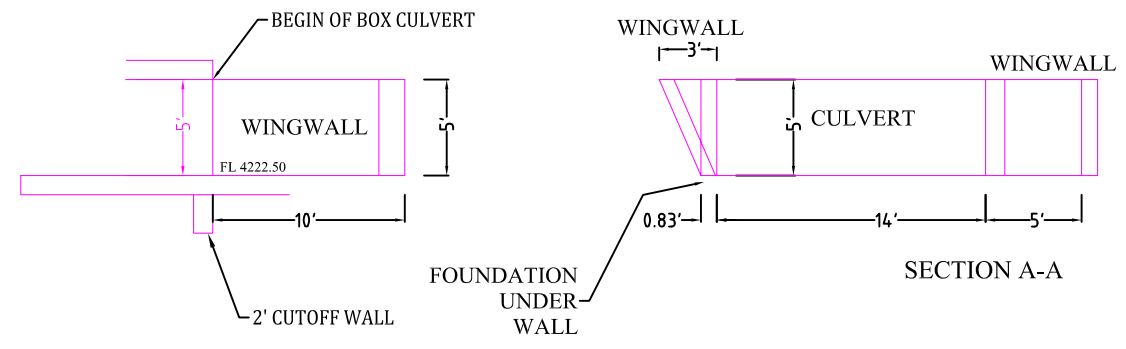
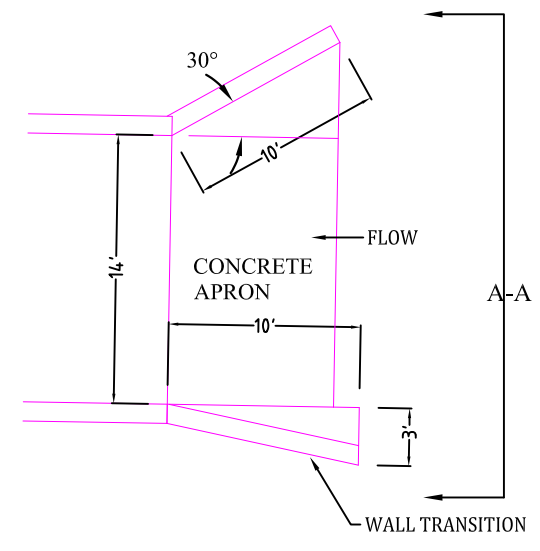
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 Checked by: G. MYERS
 Filename: 4000 N-BC
 Date: 4 NOV 2023

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SHEET **4** OF 5 SHEETS

Prepared By: WEBER COUNTY ENGINEERING DEPT.
 2500 Washington Blvd. Ste. 200
 Ogden, Utah 84401
 (801) 389-5674

BOX CULVERT INLET



DESIGN OF BOX CULVERT
SHALL BE PROVIDED BY THE
PRECAST COMPANY

BOX CULVERT OUTLET

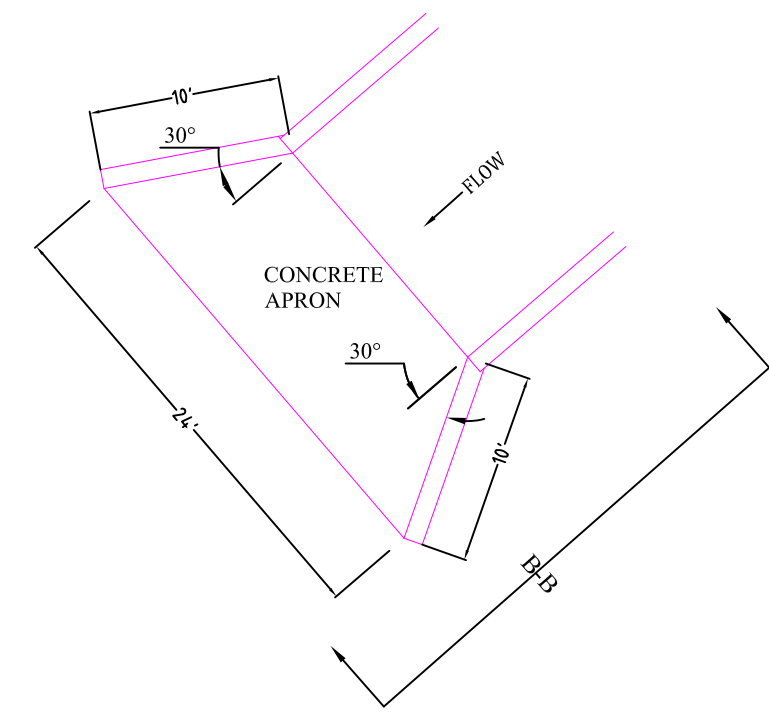
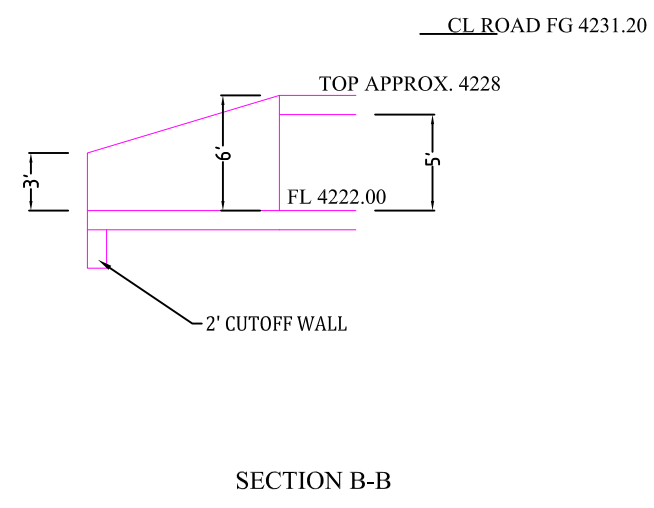


Exhibit C – Contract & Proposal from Oldcastle Infrastructure

Confirmation

Confirmation No.: SC046183

 801 W 12th St
 Ogden, UT 84404

 Telephone : 801-399-1171
 Fax : 801-392-7849

oldcastleinfrastructure.com

Sold To ..: Weber County Rd & Bridge
 2222 S 1900 W

OGDEN, UT 84401 3214

Ship To ..: Weber County 4000 North RCB
 3000 W. 4000 N.
 Ogden, UT 84404

Ship date: 6/28/2024

Reference : Ashley Thoman 801.399.8056

Contact:
Phone:

Order No	Date	Customer No	Customer PO	Terms	Cash discount	Delivery terms
S192028	1/17/2024	000106	Weber County 4000	Net 30 Days		FOB Job Site

Qty	Unit	Item	Description	Mark	Unit price	Amount
14.00	Ea	1160100	Box Culvert Section 14' x 5' x 8' Lay Length -Approx. Wt.=53,000 Lbs/Each		12,680.00	177,520.00
1.00	Ea	1160100	Box Culvert Elbow-2 PIECE 14' x 5' 40 Degree Angle **Contractor to weld plates, seal joint post install -Approx. Wt.=53,000 Lbs/Each		34,085.00	34,085.00
42.00	Roll	7004317	CS Mastic,3/4"x14.5' Roll,CS-102,(8/Bx)		15.00	630.00
1.00	Ea	1900000	Outlet Cutoff Wall 24' x 2' -Approx. Wt.=8,000 Lbs/Each		2,000.00	2,000.00
1.00	Ea	1900000	Inlet Cutoff Wall 19' x 2' -Approx. Wt.=6,000 Lbs/Each		1,620.00	1,620.00
1.00	Ea	1182200	Outlet Headwall/Apron 6' to 3' 30 Degree 10' Long Walls -Approx. Wt.=28,000 Lbs/Each		11,345.00	11,345.00
1.00	Ea	1182200	Inlet Headwall/Apron 5' to 0' 10 Degree 5' to 5' 30 Degree 10' Long Walls -Approx. Wt.=23,000 Lbs/Each		9,960.00	9,960.00
1.00	Ea	0000001	Freight included in pricing of products. Short loads will have a delivery charge added to quotation.			
1.00	Ea	0000001	Due to the cost volatility of resale purchased items (e.g. Covers, Hatches, Grates, embeds, special reinforcing steel...) Oldcastle Infrastructure reserves the right to			

Confirmation

Confirmation No.: SC046183

 801 W 12th St
 Ogden, UT 84404

 Telephone : 801-399-1171
 Fax : 801-392-7849

oldcastleinfrastructure.com

Sold To ..: Weber County Rd & Bridge
 2222 S 1900 W

 OGDEN, UT 84401 3214

Ship To ..: Weber County 4000 North RCB
 3000 W. 4000 N.
 Ogden, UT 84404

Ship date: 6/28/2024

Reference : Ashley Thoman 801.399.8056

Contact:
Phone:

Order No	Date	Customer No	Customer PO	Terms	Cash discount	Delivery terms
S192028	1/17/2024	000106	Weber County 4000	Net 30 Days		FOB Job Site

Qty	Unit	Item	Description	Mark	Unit price	Amount
1.00	Ea	0000001	reprice these items at the time that they are ordered from the vendor, based on the vendor's price escalation from the time of their original quote, to the time of the item being ordered from the vendor. For Projects that are protracted or are scheduled to deliver over a long period of time, Oldcastle Infrastructure reserves the right to escalate the product prices, on an as needed basis, based on cost escalation from our raw material vendors.			

Oldcastle Infrastructure Commercial Clarifications
 5/1/23

Special Products:

- 1) Any special product(s) and high-volume standards (collectively, "Special Products") will be invoiced on a mutually agreed upon in writing delivery date and ownership transferred, upon Invoicing. Oldcastle Infrastructure, Inc. ("Oldcastle") reserves the right to require full or partial pre-payment for any Special Products ordered.
- 2) Special Products may not be returned.
- 3) All Special Products ordered as part of a cash sale must be fully paid prior to production.
- 4) A disposal fee of \$200/ton will be charged for all Special Products on hand over 90 days from the mutually agreed upon delivery date.

Delivery:

- 6) The site must be accessible by delivery vehicles under their own power. If the material is to be delivered and set by Oldcastle, acceptability to the site will be determined by the boom operator.
- 7) Freight charges quoted are based on full truckload quantities. Short loads will be subject to additional charges to cover the cost of delivery.
- 8) Deliveries canceled with less than 24 hours' notice are subject to full delivery charge.
- 9) Delivery includes one hour for offloading. Additional time in excess of one hour will be invoiced at an hourly rate.
- 10) A restocking fee of up to 40% may be charged on undamaged, standard products. Freight charges for returned product on Oldcastle equipment will also be applicable.

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S192028	1/17/2024	000106	Weber County 4000	Net 30 Days		FOB Job Site

Qty	Unit	Item	Description	Mark	Unit price	Amount
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11) All Returns must be approved by Oldcastle. Returns will not be accepted after 90 days from date of purchase.

Pricing:
 12) Oldcastle must be notified if a project requires prevailing wages as additional costs may be applied to the quotation.

13) Pricing is valid for 30 days from the date of this quote.

14) A 2.09% surcharge will be imposed on all Credit Card transactions, which is not greater than our cost of acceptance. A surcharge will not be applied to any ACH or Debit Card transaction.

15) Pricing remains valid for 180 days from order confirmation. For orders that have not shipped or transferred ownership to the buyer after 180 days, we reserve the right to implement a 1.5% quarterly price escalation fee.

16) If during the performance of this contract the cost of materials significantly increases through no fault of the seller, we reserve the right to equitably adjusted the price of this contract by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant cost increase shall mean any increase in cost of materials exceeding 6% experienced by seller from the date of the contract signing.

17) Delivery pricing is based on Oldcastle Infrastructure's current fuel surcharge rate and is good for 7 days from the date stated on this Quote. Thereafter, Customer is responsible for paying Oldcastle Infrastructure's fuel surcharge rate in effect on each delivery date. Fuel surcharge rates are derived from pricing, as established by the U.S. Energy Information Administration's Gasoline and Diesel Fuel Index, published at <https://www.eia.gov/petroleum/gasdiesel>

Additional Items:

18) Every effort has been made to provide an accurate take-off however, the quantities are not guaranteed by Oldcastle but provided for the buyer's convenience only. It is the buyer's responsibility to verify the accuracy of the project requirements and quantities. Changes in quantities, dimensions, or specifications from this quote may require an adjustment in price. Buyer agrees to pay per unit price for the actual number of unit delivered.

All products and services listed on this Quotation are provided under OLDCASTLE INFRASTRUCTURE, INC's Standard Terms and Conditions located at: <https://oldcastleinfrastructure.com/support/terms-conditions/>

ORDER TOTAL US	237,160.00
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 (Accepted by)

 (Position)

 (Date)

Exhibit D – Schedule

Oldcastle Infrastructure will construct the precast structures at a time that is mutually beneficial to Weber County, Oldcastle Infrastructure and the contractor who will install the structures between January 1, 2024 and July 1, 2024.