

AGREEMENT

THIS AGREEMENT, made this 16th day of July, 2019, by and between COUNTY OF LAKE, hereinafter called "OWNER" and Maxwell Asphalt, Inc. doing business as, a Utah Corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

(1) The CONTRACTOR will commence and complete the **Lampson Field Airport Runway 10-28 Asphalt Slurry Seal Project, AIP NO. 3-06-0117-019-2018.**

(2) The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

(3) The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will complete the same within Sixty (60) days total – Thirty (30) calendar days for Mobilization and Thirty (30) working days - unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

(4) The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$1,005,710.00, as shown in the contractors BID.

(5) The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) ADVERTISEMENT FOR BIDS
- (B) NOTICE TO BIDDERS
- (C) BIDDERS' CHECKLIST
- (D) PROPOSAL FORM, including BID SCHEDULE
- (E) LIST OF SUBCONTRACTORS
- (F) PROHIBITION of SEGREGATED FACILITIES
- (G) CERTIFICATION OF BIDDER REGARDING AFFIRMATION ACTION PROGRAM
- (H) CERTIFICATION REGARDING FOREIGN TRADE RESTRICTIONS
- (I) CERTIFICATE OF BUY AMERICAN COMPLIANCE
- (J) NON-COLLUSION AFFIDAVIT
- (K) NON-LOBBYING CERTIFICATION for FEDERAL AID CONTRACTS
- (L) SUSPENSION & DEBARMENT REQUIREMENTS CERTIFICATION
- (M) PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
- (N) PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE
- (O) PUBLIC CONTRACT CODE SECTION 10232 STATEMENT
- (P) DRUG-FREE WORKPLACE CERTIFICATION
- (Q) CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS
- (R) BID BOND
- (S) CONTRACT AGREEMENT

- (T) FAITHFUL PERFORMANCE BOND
- (U) PAYMENT BOND
- (V) DISADVANTAGED BUSINESS ENTERPRISE – LETTER OF INTENT
- (W) SPECIAL PROVISIONS prepared or issued by COUNTY OF LAKE,
Dated May 2019, and any ADDENDA
- (X) CHANGE ORDERS

(6) The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

(7) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the date first above written.

ATTEST: CAROL J. HUCHINGSON
Clerk of the Board

COUNTY OF LAKE

By: _____

By: _____
Chair, Board of Supervisors

APPROVED AS TO FORM
ANITA L. GRANT
County Counsel

CONTRACTOR

By: _____

By: _____

Name: _____

Title: _____

Mailing
Address: _____

