

UTAH COUNTY
PUBLIC WORKS DEPARTMENT
2855 South State Street
Provo, Utah 84606
(801) 851-8600

INVITATION TO BID

for

ASPHALT ROADWAY OVERLAYS

ITB # 2017-18

CLOSING DATE
FOR RECEIPT OF BIDS: Thursday, August 24, 2017

TIME: 3:00 p.m. (Mountain Time)
Bids will be opened at 3:30 p.m.

PLACE: Office of the Utah County Purchasing Agent
100 East Center Street
Room 3600
Provo, Utah 84606

TABLE OF CONTENTS

INVITATION TO BID 1

Intent 1

Procedure..... 1

Bid Organization 1

Bid Submission..... 1

Questions and Clarifications..... 2

Acceptance of Bid 2

Disposition of Bids 2

Disqualification of Bid 2

Evaluation Criteria 2

General 3

Interpretation of ITB 3

Proprietary Information..... 3

Rules of Procurement 3

SPECIFICATIONS

APWA Standard Specification S-1

Quantities and Site Conditions S-1

Locations S-1

Pavement System Cross Section S-1

Tack Coat S-2

Hot-Mix Asphalt Concrete Paving S-2

Gravel Shoulders S-2

Cover Collar “Concrete Collar”, Extension Ring “Grade Ring” S-3

Centerline Striping and Traffic Control Devices..... S-3

Traffic Control..... S-3

Safety S-4

Storage and Clean-up S-4

Bonds S-4

Change Orders S-4

Completion Dates S-5

Liquidated Damages S-6

Map - Alpine Cove Subdivision Roads

Map – East Frontage Road, Lehi

Map - Highland Boulevard

CONTRACTOR’S COST PROPOSAL..... Attachment B

CONTRACTOR INFORMATION FORM..... Exhibit A

CERTIFICATE OF NON-COLLUSION..... Exhibit B

SAMPLE AGREEMENT..... Exhibit C

1. INVITATION TO BID

1.1 INTENT

Through this Invitation to Bid (ITB), Utah County intends to select a qualified Contractor to provide for the completion in every detail of the road construction work described herein.

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms hereof.

If a Contractor is selected pursuant to this ITB, an agreement will be executed with Utah County, a sample copy of which is attached as Exhibit C.

1.2 PROCEDURE

- A. The procedure for response to this ITB, evaluation of bids, and selection of a Contractor is as follows:
 - 1. Interested entities will prepare and submit their bids prior to the specified Closing Date for Receipt of Bids.
 - 2. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
 - 3. The selected Contractor will be required to sign an agreement with the County.

1.3 BID ORGANIZATION

- A. The bid must include:
 - 1. Completed Contractor's Cost Proposal (Attachment B)
 - 2. Completed Contractor Information Form (Exhibit A).
 - 3. Completed Certificate of Non-Collusion (Exhibit B).
 - 4. A copy of the bidder's current local business license.
 - 5. A copy of the bidder's current Contractor License issued by the Utah Department of Commerce, Division of Occupational and Professional Licensing.
 - 6. Proof of required insurance.
 - 7. Documentation from the County Treasurer of the bidder's county showing that bidder is current on its personal property taxes.

1.4 BID SUBMISSION

- A. Each respondent must submit TWO (2) copies of its SEALED bid to the Utah County Purchasing Agent. The envelope containing the bid must be clearly labeled "SEALED BID – ASPHALT ROADWAY OVERLAYS, ITB # 2017-18". The bid must be delivered to

Utah County Purchasing Manager
100 East Center, Room 3600
Provo, Utah 84606

- B. LATE BIDS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

1.5 QUESTIONS AND CLARIFICATIONS

All questions regarding this ITB must be submitted through the SciQuest web site. The deadline for submission of questions is specified on the SciQuest web site.

1.6 ACCEPTANCE OF BID

- A. Utah County reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.
- B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this ITB, or such party's response.

1.7 DISPOSITION OF BIDS

All bids (and the information contained therein) shall become the property of Utah County. No bid shall be returned to the respondent regardless of the outcome of the selection process.

1.8 DISQUALIFICATION OF BID

The occurrence of any of the following may result in disqualification of a bid:

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the ITB.
- C. Use of any other type of form or format other than those indicated in the ITB.
- D. Failure to provide requested documentation at the time of bid submission.
- E. Illegible responses.
- F. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into an agreement pursuant to an award, or any other unauthorized conditions, limitations or provisions.
- G. If the bidder is unable to evidence a satisfactory record of integrity.
- H. If the bidder is not qualified legally to contract.
- I. If the bid at the opening does not contain a signed bid, and a signed certificate of non-collusion.
- J. Utah County reserves the right to reject any or all bids.

1.9 EVALUATION CRITERIA

All bids will be evaluated by authorized representatives of Utah County for compliance with the terms and conditions contained in this ITB and the resulting agreement awarded to the lowest responsive and responsible bidder.

1.10 GENERAL

- A. Utah County will award a contract in reliance upon the information contained in bids submitted in response to the ITB. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded bidder.
- B. It is vitally important that any person who signs a bid or agreement on behalf of a respondent certifies that he or she has the authority to so act. The bidder who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.
- C. Receiving this ITB or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this ITB. Utah County shall have no liability to any person or entity under or in connection with this ITB, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this ITB.
- D. By responding to this ITB each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this ITB. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this ITB process or the use of the information contained in this ITB. Only the terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

1.11 INTERPRETATION OF ITB

The invalidity of any portion of this ITB shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this ITB are for convenience only and do not constitute a part of the provisions hereof.

1.12 PROPRIETARY INFORMATION

The Contractor shall mark proprietary information contained in the bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bids. Pricing and service elements of the successful bid will not be considered proprietary.

1.13 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all bids must be submitted in the bid format outlined herein.
- C. All prospective bidders must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Contractor Information Form.
- D. Utah County has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must", or "will", in this ITB indicates a requirement or condition from which a material deviation will not be approved by Utah County.

**SPECIFICATIONS
ASPHALT ROADWAY OVERLAYS**

S.1 APWA STANDARD SPECIFICATIONS

All work performed by the Contractor shall meet or exceed all applicable specifications listed in the publication American Public Works Association - Manual of Standard Specifications, 2012 Edition, published by the Utah Chapter of the American Public Works Association, hereinafter referred to as the “Manual of Standard Specifications.”

S.2 QUANTITIES AND SITE CONDITIONS

- A. Bidders shall have SOLE responsibility for examining the project locations, determining all necessary measurements, estimating the quantities of materials needed, and determining all other site conditions that will affect the work.
- B. Bid Prices shall include all applicable costs and shall be based on the quantities and units shown in Contractor’s Cost Proposal (Attachment B).
- C. The quantities specified herein are only estimates used for bid evaluation purposes. Actual payment will be based upon inspection records kept by the County, and the actual work completed, approved, and accepted by the County.

S.3 LOCATIONS

The specified work is located on the following roads in Utah County.

- A. Alpine Cove Subdivision Roads (see included map)
 - Total Estimated Length: 7,460 feet
 - Average Asphalt Driving Surface Width: 25 feet
 - Average Gravel Shoulder Width: 2 feet
 - Estimated Tons of Asphalt: 2,565 Tons
 - Quantity of Manhole Steel Lift Rings: 15
 - Quantity of Valve Steel Lift Rings: 13
- B. East Frontage Road, Lehi (see included map)
 - Beginning Point: Utah County - Lehi City Boundary
 - Ending Point: Utah County - Salt Lake County Boundary
 - Total Estimated Length: 3,802 feet
 - Average Asphalt Driving Surface Width: 27 feet
 - Average Gravel Shoulder Width: 3 feet
 - Estimated Tons of Asphalt: 1,937 Tons
- C. Highland Boulevard (see included map)
 - Beginning Point: 11800 North
 - Ending Point: Utah County - Draper City Boundary
 - Average Total Length: 2,500 feet
 - Average Asphalt Driving Surface Width: 54 feet
 - Gravel Shoulder Width: West side of roadway only 3 feet
 - Estimated Tons of Asphalt: 2,110 Tons
 - Quantity of Manhole Steel Lift Rings: 12
 - Quantity of Valve Steel Lift Rings: 15
 - Quantity of Manhole Concrete Collars: 12
 - Quantity of Valve Concrete Collars: 15

S.4 PAVEMENT SYSTEM CROSS SECTION

- A. The completed pavement system shall be comprised of the following, installed in the following order:
 - 1. Tack Coat
 - 2. Leveling Course (as needed).

3. Finished Asphalt Driving Surface.
- B. The completed roadway shall have a Finished Asphalt Driving Surface with width as specified in S.3 and gravel shoulders with a minimum width as specified in S.3.
- C. The completed roadway surface shall have a 2% drainage crown where possible.

S.5 TACK COAT

(Section 32 12 13.13 of the Manual of Standard Specifications shall apply)

- A. The Contractor shall apply "Tack Coat" oil along any surface or transition between backfill or existing asphalt and new applied asphalt. All costs for "Tack Coat" are the responsibility of the Contractor and shall NOT be paid as a separate item.
- B. Existing asphalt surfaces to receive Tack Coat shall be cleaned by Contractor to remove all dirt, sand, oil, grease and loose materials.
- C. All costs associated with this item shall be included in Contractor's Bid Price for Asphalt as indicated herein and shall NOT be paid as separate item(s).

S.6 HOT-MIX ASPHALT CONCRETE PAVING

(Section 32 12 03 Asphalt Binders of the Manual of Standard Specifications shall apply along with all other applicable sections noted within this section)

(Section 32 12 05 Asphalt Concrete of the Manual of Standard Specifications shall apply along with all other applicable sections noted within this section)

(Section 32 12 16.13 Plant-Mix Asphalt Paving of the Manual of Standard Specifications shall apply along with all other applicable sections noted within this section)

- A. The Contractor shall furnish, transport, install, place, and compact the following Hot-Mix Asphalt Concrete Paving:
 1. Any necessary asphalt Leveling Course over the project surface.
 2. A Finished Asphalt Driving Surface over the entire project with a compacted thickness of new asphalt as indicated below:
 - a. Traffic Classification for all roads in Alpine Cove Subdivision is Medium Class II: two inches (2")
 - b. Traffic Classification for East Frontage Road, Lehi is Heavy Class V: three inches (3")
 - c. Traffic Classification for Highland Boulevard is Medium Class III : two and half inches (2.5")
- B. All Hot-Mix Asphalt Concrete Paving shall meet the following specifications:
 1. AC-10-DM-3/4" type and grade of asphalt binder (AC-10) and a dense aggregate gradation (DM-3/4)
 2. Contractor shall provide any finish grading or compaction.
 3. During installation placement and compaction minimum air temperature in the shade and for the roadbed shall be greater than 45° F and rising.
 4. Furnish, place and maintain supports, wire devices, and materials as required to provide continuous line and grade reference controls for placing pavement, matching existing pavement surfaces, etc.
- C. All costs associated with this item shall be included in Contractor's Bid Prices for Asphalt as indicated herein and shall NOT be paid as separate item(s).

S.7 GRAVEL SHOULDERS

(Section 32 11 23 Aggregate Base Courses of the Manual of Standard Specifications shall apply along with all other applicable sections noted within this section)

- A. Contractor shall perform all required clearing & grubbing and/or shoulder preparation.
- B. Contractor shall furnish, transport, place, and compact Untreated Base Course (UBC) to form a six inch (6") minimum depth shoulder with a minimum width as specified in S.3 extending from each edge of the Finished Asphalt Driving Surface.
- C. Cross-slope of the installed gravel shoulder shall match the cross slope of the adjacent asphalt for

the required width and then shall taper to the surrounding ground surface at a 1:1 slope.

- D. Gradation of the UBC shall be Grade 1.
- E. Compaction of the UBC shall be at 95% minimum.
- F. Compaction testing shall be the responsibility of the Contractor, with the results provided to the County project inspector.
- G. All costs associated with this item shall be included in Contractor's Bid Prices for Gravel Shoulder as indicated herein and shall NOT be paid as separate item(s).

S.8 COVER COLLAR "CONCRETE COLLAR", EXTENSION RING "GRADE RING"

(Section 33 05 14 Utility Grade Adjustment of the Manual of Standard Specifications shall apply along with all other applicable sections noted within this section)

- A. Contractor is responsible to count and mark, as well as protect, existing utility Street fixtures such as water valves, storm drain manholes, sewer manholes, etc.
- B. Following completion of the Finished Asphalt Driving Surface, the Contractor shall provide all necessary materials to construct and install cover collars and extension ring for all utility Street fixtures such as water valves, storm drain manholes, sewer manholes.
- C. Once Finished Asphalt Driving Surface is complete, the contractor is responsible to adjust all utility Street Fixtures to the appropriate grade using the appropriate grade rings.
- D. All costs associated with these items shall be included in Contractor's Bid Prices for Concrete Collars or Lift Rings as indicated herein and shall NOT be paid as separate item(s).

S.9 CENTERLINE STRIPING AND TRAFFIC CONTROL DEVICES

- A. Following completion of the Finished Asphalt Driving Surface, the Contractor shall provide and install yellow centerline striping to the entire project length using acrylic water based pavement marking paint and glass spheres.
- B. All work and materials shall conform to applicable portions of Utah Department of Transportation (UDOT) Standard Specification 02765 (UDOT 02765) or such other standard as may be adopted by UDOT at the time work is performed, and to the Federal standards set forth in the MUTCD.
- C. The Contractor shall supply all materials, labor, mobilization, traffic control, pavement preparation, and clean-up necessary to complete the work specified herein. All associated costs shall be included in the Contractor's Cost Proposal in Attachment B.
- D. Pavement marking paint shall be applied at 20 - 25 wet mils thicknesses as determined by a wet mil gauge.
- E. Glass spheres shall be applied at a minimum rate of 8 pounds per gallon of paint for the full dimensions of the painted area.
- F. Contractor shall protect all installed paint until dry or cured. In the event that an uncured marking is damaged, the marking will be reapplied and track marks left on the pavement will be removed at no additional cost to the County.
- G. Contractor shall repaint, at no additional cost to the County, any marking that fails to meet thickness, glass sphere adherence, or dimensional requirements.
- H. Contractor shall reestablish all traffic control devices that were removed during the construction process.
- I. All costs associated with this item shall be included in Contractor's Bid Prices for Striping as indicated herein and shall NOT be paid as separate item(s).

S.10 TRAFFIC CONTROL

(Section 01 55 26 of the Manual of Standard Specifications shall apply)

- A. The Contractor shall do no work that endangers, interferes, or conflicts with traffic or access to roadways until a satisfactory traffic control plan has been submitted and approved by the County using the federal "Manual on Uniform Traffic Control Devices (MUTCD)" as a guide.
- B. The Contractor shall place signs and barricades closing applicable areas as work progresses.

Type and placement of signs shall be identified on the traffic control plan to be approved by County prior to Contractor's work.

- C. All costs associated with this item shall be included in Contractor's Bid Prices as indicated herein and shall NOT be paid as separate item(s).

S.11 SAFETY

The Contractor shall comply with all applicable requirements of the Utah Labor Commission and the Occupational Safety and Health Act of 1970. Nothing in this Agreement shall relieve the Contractor of responsibility assigned herein, in Utah Labor Commission's requirements, or in Federal, state, and local laws and ordinances.

S.12 STORAGE AND CLEAN-UP

All areas for storage of materials and equipment used by the Contractor shall be approved by the County prior to use. These areas shall be cleaned up upon completion of the project, and shall be approved by the County prior to final payment. All related costs for storage and clean-up are the responsibility of the Contractor and shall not be paid as a separate item.

S.13 BONDS

- A. Before this contract is awarded by Utah County the Contractor shall furnish to Utah County the following bonds:
 - 1. A performance bond satisfactory to County in an amount equal to 100% of the price specified in the contract, to assure the faithful performance of the contract, for the protection of Utah County, to be held until final acceptance by Utah County of all aspects of this project; and
 - 2. A payment bond satisfactory to the County in an amount equal to 100% of the price specified in the contract, for the protection of each person supplying labor, service, equipment, or material for the performance of the work provided for in the contract.
- B. Each bond shall be:
 - 1. Binding upon the award of the contract;
 - 2. Executed by a surety company or companies duly authorized to do business in the State of Utah, or, in the form of cash or other certified funds.
 - 3. Payable to Utah County, A Body Corporate and Politic;
 - 4. Filed with the Utah County Public Works Department in a timely manner following the Closing Date for Receipt of Bids.
 - 5. Increased if the contract price is increased by change order or otherwise subsequent to entering into the contract.
- C. Utah County will hold the Payment Bond for 90 days subsequent to the completion of the project.

S.14 CHANGE ORDERS

- A. Utah County may at any time, without notice to any sureties, by written order designated or indicated to be a change order, make changes to the work within the general scope of the contract and to the contract amount and/or contract deadlines.
- B. The overhead, profit, and commission fees included in any change order bid shall not exceed the maximum percentages of the net cost of the bid as shown in the following table:

	Overhead & Profit	Commission
To prime Contractor on work performed by subcontractors	0%	10%
To prime Contractor or subcontractor for that portion of work performed with their respective forces	15%	0%

1. Only the Contractor or subcontractor who actually performs or furnishes the work may charge for overhead or profit regardless of the number of tiers of subcontractors, that is, the markup on work subcontracted by a subcontractor will be limited to one charge of 15% for overhead and profit and one charge of 10% for the prime Contractor's commission.
 2. Overhead and profit includes, but is not limited to: estimating; field supervision above foreman level superintendents, assistant superintendents, general foremen, engineers, accountants, timekeepers, office manager, and other staff; office supplies; drinking water; temporary heat, light, and power; field toilets; small tools; and other costs of materials and/or equipment associated with performance of the contract.
 3. On bids covering both increases and decreases in the contract amount, the overhead and profit shall be computed on the net change only.
- C. Each change order shall be signed by the Contractor, the County Public Works Director, and the County Commission, and payment and performance bonds shall be increased by the Contractor to reflect any increase to the contract amount before the Contractor will be authorized to proceed with the work specified therein.
- D. Failure of Contractor and the County to agree on an adjustment of contract amount or contract deadlines shall not excuse Contractor from proceeding with prosecution and performance of work. Contractor, subcontractors, and suppliers shall handle all disputes in a manner which will permit work to proceed on schedule while the matter in dispute is being resolved.
- E. The County shall have the right within its sole discretion to require Contractor to commence performance of changes to work based on County requirements prior to the submission of a cost bid by the Contractor to the Project Coordinator, or approval of the cost bid by the County. In such case, Contractor shall proceed with the work so changed upon receipt of a Construction Change Directive from the County, and thereafter submit to the County as soon as possible any cost bid required.

S.15 COMPLETION DATES

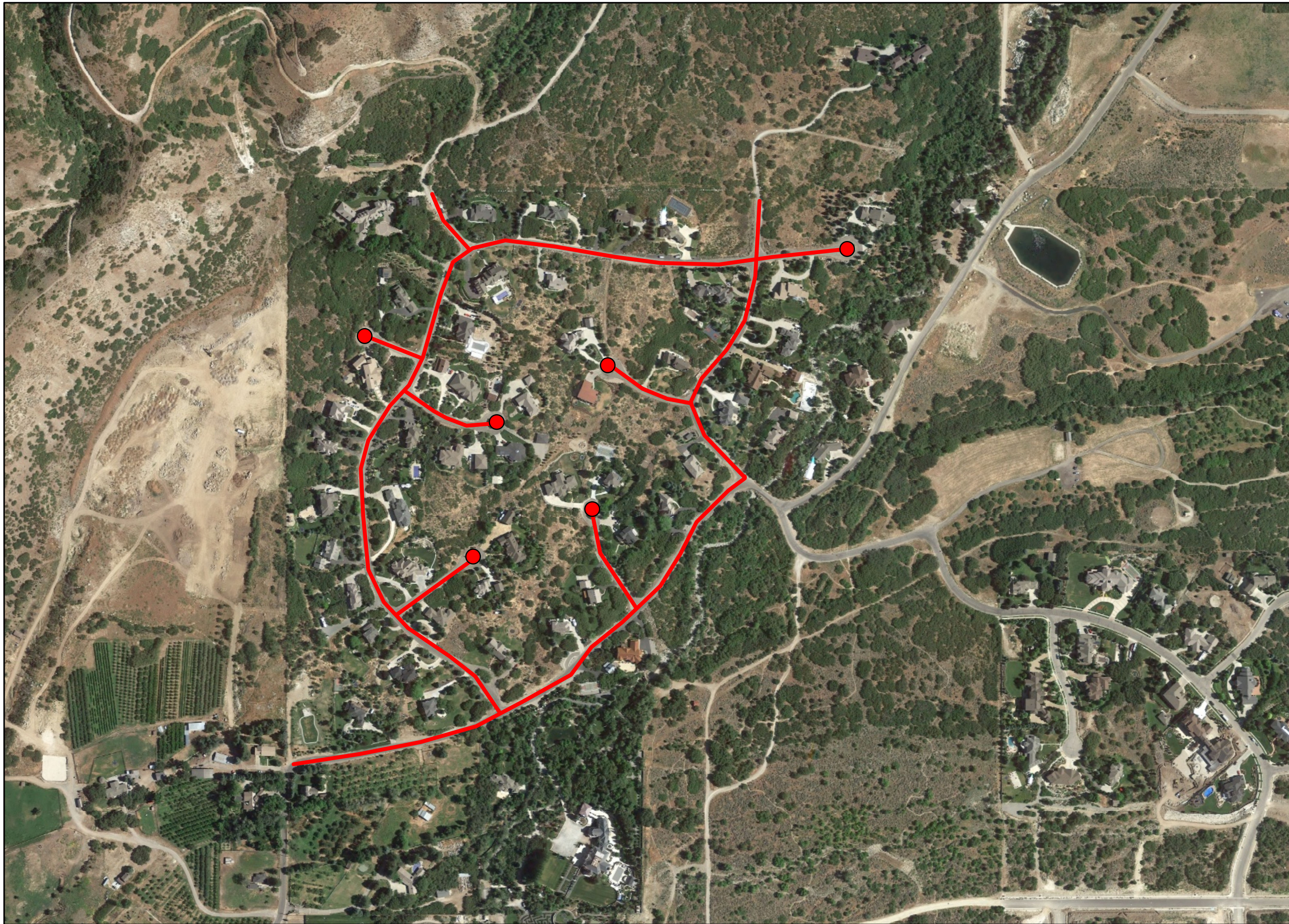
- A. Contractor may begin work upon receipt from County of the Notice to Proceed. All specified items shall be completed on or before the following dates:

REQUIRED ITEM	SCHEDULED DATE
Completion Date for all work required on Alpine Cove Subdivision Roads	Friday, October 13, 2017
Completion Date for all other required asphalt work	Friday, October 13, 2017
Completion Date for all other required gravel shoulder work	Friday, November 17, 2017

- B. If abnormal weather conditions, or other natural events totally beyond the control of the Contractor require in the judgment of Utah County the extension of any completion date, written authorization must be given by Utah County for such specific extension.

S.16 LIQUIDATED DAMAGES

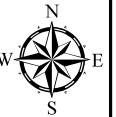
- A. It is agreed by the parties to This Agreement that in case all the work called for in accordance with this Agreement is not completed before or upon the Completion Dates set forth in this Agreement, damage will be sustained by Utah County, and that it is and will be impracticable to determine the actual damage which Utah County will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay to Utah County **\$500.00 per day** for each calendar day between the Completion Date required herein for any specific roadway and the date of final acceptance thereof by Utah County, as liquidated damages and not as penalty. It is further agreed that the amounts stipulated are reasonable estimates of the damages that would be sustained by Utah County and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that Utah County may deduct the amount thereof from any money due to or that may become due the Contractor by progress payments or otherwise in accordance with the terms of this Agreement, or if said amount is not sufficient, recover the total amount.
- B. The Contractor will not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God, acts of criminals, acts of Utah County, acts of the public utilities, fire, floods, epidemics, quarantine restrictions, labor strikes that delay the critical sequence of the work, and unusually severe weather or delays of subcontractors due to such causes, provided that Utah County is notified in writing of the causes of such delay.



Alpine Cove

Road Map

Proposed Asphalt
Overlays



1:4,000
1 inch = 333.33 feet
Utah County Information Systems GIS Division
2855 South State Street
Provo, UT 84606
(801) 851-8626

Copyright 2012 by Utah County Government
All rights reserved. Portions may be copied
for incidental use, but may not be resold.
Utah County makes no warranty with respect
to the accuracy, completeness or usefulness
of this map. Utah County assumes no liability
for direct, indirect, special, or consequential
damages resulting from the use or misuse of
this map or any of the information contained
hereon.
Date: 6/29/2017 Printed by: richardjn
Doc: Replica_Aerial11x17L

**East Frontage
Rd.**



1:8,000

1 inch = 667 feet

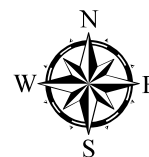


Highland Blvd.



1:8,000

1 inch = 667 feet



ATTACHMENT B

CONTRACTOR'S COST PROPOSAL

Company Name: _____
Address: _____
City, State, Zip: _____
Phone: _____

1. BID PRICE:

Bid Prices shall include all applicable costs and shall be based on the quantities and units shown below.

<u>ROAD / ITEM</u>	<u>QUANT</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>BID PRICE</u>
A. Alpine Cove Subdivision Roads				
Asphalt	2,565	Tons	\$ _____	\$ _____
Gravel Shoulder	1,022	Tons	\$ _____	\$ _____
Manhole Steel Lift Rings	15	each	\$ _____	\$ _____
Valve Steel Lift Rings	13	each	\$ _____	\$ _____
B. East Frontage Road, Lehi				
Asphalt	1,937	Tons	\$ _____	\$ _____
Gravel Shoulder	782	Tons	\$ _____	\$ _____
Centerline Striping	3,802	Linear Feet	\$ _____	\$ _____
C. Highland Boulevard				
Asphalt	2,110	Tons	\$ _____	\$ _____
Gravel Shoulder	257	Tons	\$ _____	\$ _____
Centerline Striping	2,500	Linear Feet	\$ _____	\$ _____
Lane Line Striping	2,500x2	Linear Feet	\$ _____	\$ _____
Shoulder Line Striping	2,500x2	Linear Feet	\$ _____	\$ _____
Manhole Steel Lift Rings	12	each	\$ _____	\$ _____
Valve Steel Lift Rings	15	each	\$ _____	\$ _____
Manhole Concrete Collars	12	each	\$ _____	\$ _____
Valve Concrete Collars	15	each	\$ _____	\$ _____
TOTAL BID PRICE:				\$ _____

NOTE: The quantities specified herein are only estimates used for bid evaluation purposes. Actual payment will be based upon inspection records kept by the County, and the actual work completed, approved, and accepted by the County

ATTACHMENT B (cont)

CONTRACTOR'S COST PROPOSAL

B.3 CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Invitation to Bid for Asphalt Roadway Overlays. I further certify that the information submitted by me/my company in response to this Invitation, including the pricing and other information, is true and accurate.

I understand that Utah County has the right to reject any or all bids, to waive minor irregularities when to do so would be in the best interests of Utah County, and to negotiate a price for the proposed services as determined to be in the best interest of Utah County.

Signature

Title

Name (please print)

Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

In order to receive consideration, submitted bids must contain responses to all questions.
Failure to respond to all questions may result in disqualification of the bid.

COMPANY NAME & ADDRESS: _____

Is this an Office: _____, Home: _____, Shop: _____, Other: _____
Telephone Number: (____) _____, Emergency Number: (____) _____.
Answering Machine: (____) _____, Fax Number: (____) _____.
Email Address: _____

COMPANY OWNER: _____
COMPANY PRESIDENT: _____
CONTACT PERSON: _____ Phone: _____

Type of Company (Partnership, Corporation, Venture etc.): _____

If a Corporation, in what State Incorporated: _____
Business License Number: _____
State of Utah Contractor License Number: _____
Federal Tax Identification Number: _____
D&B D-U-N-S Number: _____
How long has this company been in business: _____ Years, and _____ Months.

Officers authorized to execute contracts: _____

What would happen to your company in the event of the owner's absence or death?

Brief History of the Company: _____

Are there any judgments, suits or claims pending against your company? If Yes, attach a written explanation. **YES NO**

Has your company operated under any other name (s)? If Yes, attach a written explanation. **YES NO**

CONTRCATOR INFORMATION FORM Page 2

Has your firm failed to complete a contract within the last five years?
If "yes" attach explanation. **YES NO**

Has your firm or any partner or officers ever been involved in any
bankruptcy action? If "yes" attach explanation. **YES NO**

Has your firm ever been listed on the Excluded Parties List System? **YES NO**

Are any of your firm's owners, officers, employees, or agents also
employees of Utah County or related to any employees of Utah County
If "yes" attach explanation. **YES NO**

FINANCIAL REFERENCES

1. Bank Name & Address _____

Manager _____ Phone _____

2. Bank Name & Address _____

Manager _____ Phone _____

CLIENT REFERENCES

1. Name: _____, Contact: _____
Address: _____, Phone: _____

2. Name: _____, Contact: _____
Address: _____, Phone: _____

3. Name: _____, Contact: _____
Address: _____, Phone: _____

4. Name: _____, Contact: _____
Address: _____, Phone: _____

EXHIBIT C
SAMPLE AGREEMENT

UTAH COUNTY AGREEMENT

THIS AGREEMENT is made and entered into by and between Utah County, a body corporate and politic of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, hereinafter referred to as COUNTY, and the following hereinafter referred to as CONTRACTOR:

Name
Address
City State Zip

Contact Person:
Phone #:
Email:

WHEREAS, COUNTY desires to obtain asphalt roadway overlays and further to obtain said
[] product(s) [] service(s) or [X] product(s) and service(s) in accordance with Utah State Law; and
WHEREAS, CONTRACTOR is willing to provide such [] product(s) [] service(s) or [X] product(s) and service(s) for COUNTY in consideration of receiving such fees and other consideration as herein provided;
NOW, THEREFORE, in consideration of such mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF PRODUCT(S) SERVICE(S) OR PRODUCT(S) AND SERVICE(S)
In consideration of the compensation set forth in Section 2, CONTRACTOR agrees to provide
[] _____ or
[] provide the [] product(s) [] service(s) or [X] product(s) and service(s) as specified in CONTRACTOR'S Proposal attached hereto as ATTACHMENT B, which attachment is incorporated herein by this reference.

2. COMPENSATION
In exchange for services listed in Section 1, COUNTY will:
[] pay CONTRACTOR \$_____
[X] or compensate in accordance with the terms set forth in CONTRACTOR'S Proposal attached hereto as ATTACHMENT B, or such other amount as modified in accordance with the terms hereof.

3. TERM
The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon completion of the work specified, or until the following date, the _____ of _____, 20__p

4. ATTACHMENTS
The following attachments are incorporated into this Agreement as if fully set forth herein:
[X] ATTACHMENT A: Utah County Standard Terms and Conditions
[X] ATTACHMENT B: CONTRACTOR'S Proposal
[X] ATTACHMENT C: Special Provisions
[] ATTACHMENT D: Utah County Procurement Compliance
Except as explicitly modified by Special Provisions as set forth in ATTACHMENT C, any ambiguities or conflicting terms shall be resolved by granting full deference to the terms of Utah County's Standard Terms and Conditions as set forth in ATTACHMENT A.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed on this, the _____ of _____, 2017.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

WILLIAM C. LEE, Commission Chairman

ATTEST:
BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

APPROVED AS TO FORM:
JEFFREY R. BUHMAN
Utah County Attorney

CONTRACTOR

By: _____
Deputy Utah County Attorney

By: _____

ATTACHMENT A: UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR
CONSTRUCTION

1. TERM

The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon final payment by COUNTY, or continue until the date specified on the signature page of this AGREEMENT. Termination of this AGREEMENT shall not terminate any warranty or other continuing obligation owed by CONTRACTOR as set forth herein.

2. EXTRA WORK

a. Extra work shall be undertaken only when previously authorized in writing by Utah County, and is defined as additional work which is neither shown nor defined in this AGREEMENT or the attached CONTRACTOR's proposal (if any), but determined by Utah County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical, unforeseen, and completely beyond the control of the CONTRACTOR.

b. Miscellaneous items normally associated with the major work items included in this agreement, but which may not be specifically identified, shall be furnished by the CONTRACTOR as if they had been included in the agreement, without additional cost to COUNTY. After prior authorization of the County Commission in writing, payment for authorized extra work will be made by reimbursement for all direct and substantiated costs of labor, materials, and supplies used.

3. ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK

The County Commission, after recommendation by the County Public Works Director, reserves the right to make, at any time during the term of this AGREEMENT, such increases or decreases in quantities and such alterations in the details of the work, and the elimination of one or more items as may be found necessary or desirable and to adjust the contract price accordingly by change order. Such alterations shall not be considered as a waiver of nor release of any surety. CONTRACTOR agrees to accept the specifications as altered the same as if it had been a part of the original AGREEMENT. CONTRACTOR shall proceed with the work alterations when ordered in writing. Financial increases to this AGREEMENT must be approved by the County Commission before additional work is authorized and constructed.

4. AUTHORITY OF COUNTY COMMISSION AND THE COUNTY PUBLIC WORKS DIRECTOR

a. The County Commission and the County Public Works Director will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed and as to the rate of progress of work. They will also decide all questions which may arise as to the acceptable fulfillment of this AGREEMENT on the part of CONTRACTOR.

b. The County Commission or the County Public Works Director will have the authority by written order to suspend work wholly or in part due to the failure of CONTRACTOR to correct conditions unsafe for the workmen or general public, for failure to carry out provisions of this AGREEMENT, for failure to carry out orders, for such periods as deemed necessary due to unsuitable weather, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

5. EMPLOYMENT STATUS VERIFICATION

CONTRACTOR shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. CONTRACTOR shall by contract require its contractor, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

6. WORKERS COMPENSATION

Prior to commencement of work, CONTRACTOR shall provide to COUNTY a copy of CONTRACTOR's Workers Compensation Insurance and shall disclose to COUNTY any claims made against CONTRACTOR for Workers Compensation within the past five (5) years. CONTRACTOR shall maintain insurance coverage for Workers Compensation claims for the duration of the AGREEMENT.

7. INDEPENDENT CONTRACTOR

a. CONTRACTOR states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from COUNTY, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

b. The parties intend that an independent contractor relationship will be created by this AGREEMENT. COUNTY is interested only in the results to be achieved, and the conduct and control of the work will lie solely with CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of COUNTY for any purpose, and the employees of CONTRACTOR are

not entitled to any of the benefits that COUNTY provides for COUNTY'S employees. It is understood that COUNTY does not agree to use CONTRACTOR exclusively. It is further understood that CONTRACTOR is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with COUNTY.

- c. Both parties agree that CONTRACTOR shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, CONTRACTOR shall have no authorization, express or implied, to bind COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

8. INSURANCE

- a. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,500,000 per occurrence or as modified by the risk manager pursuant to state statute during the term of this AGREEMENT. This coverage shall provide liability insurance to cover the activities of CONTRACTOR including CONTRACTOR'S agents, employees and sub contractors, and for all equipment and vehicles, public or private, used in the performance of this AGREEMENT. CONTRACTOR shall provide a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has this insurance in place and shall maintain said insurance for the duration of this AGREEMENT.
- b. CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has Workers Compensation Insurance for the CONTRACTOR, all sub contractors, all principals who will be present on site, and all employees of the CONTRACTOR and/or subcontractors.

9. KEYS

If it becomes necessary for COUNTY to issue CONTRACTOR a key to COUNTY locks, final payment to CONTRACTOR will be held until the key has been returned and documented. It is illegal to duplicate COUNTY keys.

10. INSPECTION AND ACCEPTANCE

COUNTY or its authorized representatives shall have the right to enter the premises of CONTRACTOR, or such other places where contract services are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to this AGREEMENT. CONTRACTOR must provide reasonable access to all facilities and assistance to COUNTY or its authorized representatives.

11. TERMINATION

- a. This AGREEMENT may be terminated for any reason by COUNTY upon thirty (30) days written notice to CONTRACTOR, without prejudice to any other right or remedy COUNTY may have.
- b. Failure of CONTRACTOR to adhere to any of the performance requirements of this AGREEMENT shall be cause for termination without prior notice.
- c. This AGREEMENT may be terminated for any reason by CONTRACTOR upon sixty (60) days written notice to COUNTY.

12. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of County Commissioners appropriates funds for this AGREEMENT in the COUNTY'S budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT shall terminate as of December 31 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-appropriation of funds at the earliest possible date.

13. GOVERNING LAW AND VENUE

It is agreed that this AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Utah, and the ordinances of Utah County. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Provo in the Fourth Judicial District Court for Utah County

14. AMENDMENTS

Except as provided in Sections 3 and 4 of this AGREEMENT, no oral modifications or amendments to this AGREEMENT shall be effective, but such may only be modified or amended by a written agreement signed by the parties that identifies itself to be an amendment to this AGREEMENT.

15. ASSIGNMENT

The parties to this AGREEMENT shall not assign said AGREEMENT, or any part thereof, without the prior written consent of the other party to the AGREEMENT. No assignment shall relieve the original parties from any liability hereunder.

16. SUCCESSORS IN INTEREST

This AGREEMENT shall be binding upon the heirs, successors, administrators, and assigns of each of the

parties thereto.

17. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, save, hold harmless, and defend at CONTRACTOR's own expense COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) CONTRACTOR'S, its subcontractors, agents or employees performance of this AGREEMENT or product(s) purchased by COUNTY under this AGREEMENT that are defective, whether known or not known by COUNTY or CONTRACTOR, at the time of acceptance by COUNTY. CONTRACTOR shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this AGREEMENT.

18. SALES TAX EXEMPTION

The COUNTY sales and use tax exemption number is _____. The tangible personal property or services being purchases are being paid from County funds and used in the exercise of that entity's essential functions. If the items being purchases are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in this Agreement. As such, CONTRACTOR shall not charge COUNTY sales tax for the product(s) purchased by this agreement.

19. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by CONTRACTOR of applicable law shall constitute an event of default under this Agreement and CONTRACTOR shall be liable for and hold the COUNTY harmless and defend the COUNTY from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the COUNTY as a result of the violation. CONTRACTOR is responsible, at its expense, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

20. PAYMENT

- a. CONTRACTOR shall submit timely invoices for materials delivered to COUNTY. Upon verification of the validity of an invoice, COUNTY shall pay CONTRACTOR within 30 calendar day of receipt of the invoice.
- b. Payment will be based upon verification of the actual quantities accepted by COUNTY which comply with these specifications.
- c. Partial or progress payments shall not relieve CONTRACTOR of performance or obligations under this AGREEMENT, nor shall such payments be viewed as approval or acceptance of work performed.

21. FORCE MAJEURE

Neither party to this Agreement will be held liable for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CONTRACTOR shall notify COUNTY of any delay or default beyond CONTRACTOR's control as soon as CONTRACTOR becomes aware of the conditions causing delay or default. The COUNTY may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

22. INTERPRETATION OF AGREEMENT

The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this AGREEMENT are for convenience only and do not constitute a part of the provisions hereof.

23. LEGAL

CONTRACTOR shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors. This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.

24. NO PRESUMPTION

Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

25. WARRANTY

CONTRACTOR warrants to COUNTY that all services and materials furnished under this AGREEMENT will be of highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of CONTRACTOR'S profession, and in conformance with the terms hereof. The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the COUNTY under this Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this

AGREEMENT or CONTRACTOR's proposal, attached hereto (if any). The CONTRACTOR (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this Agreement unless otherwise specified and mutually agreed upon elsewhere in this Agreement. In general, the CONTRACTOR warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the COUNTY has relied upon the CONTRACTOR's skill or judgment to consider when it advised the COUNTY about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the COUNTY has not been warned. Remedies available to the COUNTY include the following: The CONTRACTOR will repair or replace (at no charge to the COUNTY) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the COUNTY may otherwise have under this Agreement.

CONTRACTOR warrants to COUNTY that all materials furnished under this AGREEMENT will be new unless otherwise specified, and that all services and materials will be of good quality, free from faults and defects and in conformance with this AGREEMENT. CONTRACTOR further warrants to COUNTY that if, within one year after the date of substantial completion of the work or designated portion thereof, any of the services or materials are found to be not in accordance with the requirements of this AGREEMENT, CONTRACTOR shall correct it promptly after receipt of written notice from COUNTY to do so unless COUNTY has previously given CONTRACTOR a written acceptance of such condition. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by COUNTY, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

26. DELIVERY

Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the CONTRACTOR. Responsibility and liability for loss or damage will remain with CONTRACTOR until final inspection and acceptance when responsibility will pass to the COUNTY except as to latent defects, fraud, and CONTRACTOR's warranty obligations.

27. ENTIRE AGREEMENT

This AGREEMENT shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this AGREEMENT shall not be binding upon either party except to the extent incorporated in this AGREEMENT.