

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

INVITATION TO BID

for

FENCING

ITB 2019-10

May be a Multiple Award Bid

CLOSING DATE
FOR RECEIPT OF BIDS: Tuesday, June 11, 2019

TIME: 3:00 p.m.(Mountain Time)
Bids will be opened at 3:15 p.m.

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

THIS MAY BE A MULTIPLE AWARD BID.
Utah County may sign contracts with multiple vendors
as a result of this Invitation to Bid.

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1. INVITATION TO BID

1.1 INTENT

Through this Invitation to Bid (ITB), Utah County intends to select a qualified Contractor to furnish and install fencing at various locations in Utah County.

The County intends for this to be a multi-year award with work to be performed during Contractor's production seasons for up to four (4) years.

Utah County may sign contracts with multiple Contractors as a result of this Invitation to Bid.

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

Pursuant to this ITB an agreement will be executed with the selected Contractor(s), a copy of which is attached as Attachment C.

During the 2019 budget year and soon after execution of the contract, the County intends to construct the following projects. Other projects will be undertaken on an as-needed basis as specified herein.

Lincoln Beach	260 lf of chain link fence
Soldier Pass Shooting Range	10,555 lf of Type B fence
	6,711 lf of chain link fence
Soldier Summit	1,300 lf of chain link fence
	756 lf of Brown vinyl coated chain link fence

1.2 PROCEDURE

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 bidder(s) will be required to sign an agreement, a sample of which is included as Attachment C.

1.3 BID ORGANIZATION

- A. Each respondent must submit its SEALED bid to the Utah County Purchasing Agent. The envelope containing the bid must be clearly labeled "SEALED BID – ITB 2019-10 - FENCING". The bid must be delivered by **Tuesday, June 11th at 3:00 pm** mountain time to:

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

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

- B. The bid must include:
1. Completed Contractor's Cost Proposal (Exhibit B)
 2. Completed Contractor Information Form (Attachment A).
 3. Completed Certificate of Non-Collusion (Attachment 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.

1.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this ITB should be directed prior to the submission deadline date to:
Logan Gurr, Engineering Division Manager
Business Hours: Mon-Fri 8:00 a.m. to 5:00 p.m. Mountain Time
Telephone Number: (801) 851-8620

1.5 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.

1.6 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.

1.7 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.

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.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 SUCCESSORS IN INTEREST

Any agreement resulting from this ITB shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

EXHIBIT A

A SPECIFICATIONS

A.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, 2017 Edition, published by the Utah Chapter of the American Public Works Association, hereinafter referred to as the "Manual of Standard Specifications", and its accompanying "Manual of Standard Plans"

A.2 LOCATIONS AND QUANTITIES

A. All work shall be performed on an as-requested basis at locations to be specified by Utah County. A separate "Notice to Proceed" will be issued by the County for each specific project.

B. Actual installed quantities will vary depending on project needs. Actual payment will be based on inspection records kept by the County, the actual work completed, and the amount of materials installed, approved, and accepted by the County.

C. For bid evaluation purposed, all bidders are required to calculate their bids using the quantities specified on the Contractor's Cost Proposal form. The County reserves the right at any time to make such increases or decreases in quantities as may be found necessary or desirable. The Contractor agrees to accept the quantities as altered the same as if it had been a part of the original contract.

<u>D. DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>
Type A fence with steel, treated, and untreated posts	linear foot	varies
Type B fence with steel, treated, and untreated posts	linear foot	varies
Chainlink fence with various fabric heights	linear foot	varies
Vinyl coated chainlink fence with various fabric heights	linear foot	varies

A.3 FIELD WIRE FENCING

A. All fencing shall be constructed and installed in accordance with the Manual of Standard Specifications, Section 32 31 16. Additional specifications are as follows:

1. Brace Posts/Corner Posts/End Posts: All horizontal members shall be 1-5/8 inch diameter schedule 40 galvanized metal posts, and all vertical support posts shall be 2-3/8 inch diameter schedule 40 galvanized metal posts, with a minimum length of 7 feet 0 inches. They shall be set into concrete a minimum of 2 feet 6 inches below ground as shown on the fence detail. The concrete shall be class 'B' and shall have a 3000-psi strength. Brace posts shall be installed every 150 feet along the general fence line.
2. Line Posts: All line posts shall have a maximum separation of 10 feet and shall be tee channels or Y or U sections, with a minimum weight of 1.33 lb/ft of length. The length for line posts shall be 7 feet 0 inches and shall be installed with a minimum of 2 feet 6 inches of post located in the ground.
3. Type A field wire fence shall have 5 strands of barb wire spaced as shown on Fence Type A detail.

4. Type B field wire fence shall have two strands of barb wire spaced 7 inches apart and located 4 inches above the fabric fence and 2 inches below the top of the line post. There shall be one stay (9.5 gauge), 48 inches in length, evenly spaced between each post. The fabric mesh fence shall be 3 feet 3 inches high and shall be mounted about 2 inches above the ground.

B. See included drawings for dimensions and other requirements.

A.4 CHAIN LINK FENCING

A. All fencing shall be constructed and installed in accordance with the Manual of Standard Specifications, Section 32 31 13, and in accordance with the Manual of Standard Plans, Part 8 - General Facilities Security Fencing Plan 831 Chain link fence, pages 366-367.

1. Fences 5 feet high or higher shall include twisted and barbed selvage, top and bottom.
2. Fences lower than 5 feet shall include knuckled selvage on tops and twisted and barbed selvage on bottom.
3. Truss rods and braces are not required for fabric heights of less than 5 feet.
4. Tension wire shall be zinc coated, galvanized, No. 7 gage spring coil steel. Set wire at 1 inch over natural ground or 6 inches over concrete structures.
5. Pipes shall be ASTM A 120, schedule 40, hot dipped zinc coated steel.
6. Posts shall be spaced equally for each segment, with maximum spacing as indicated on the included drawings.
7. Barb wire arms shall be faced towards exterior of fenced area.
8. Concrete shall be Class 4,000 per Manual of Standard Specifications, Section 03 30 04, and shall be placed per Manual of Standard Specifications, Section 03 30 10. Apply a sealing/curing compound per Manual of Standard Specifications, Section 03 39 00 or use and acceptable alternate curing method approved by Utah County.

B. See included drawings for dimensions and other requirements.

A.5 TRAFFIC CONTROL

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

- A. Extensive traffic control should generally not be required for any of the contemplated work. Minor traffic control incident to normal work process shall be the responsibility of the Contractor and shall NOT be paid as a separate item. Any traffic control requiring a formal traffic control plan (see below) must be approved in advance by County and shall be billed as a separate, fully itemized, charge on any applicable invoices.
- B. 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)".
- C. 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.

A.6 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.

A.7 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.

A.8 UTILITIES

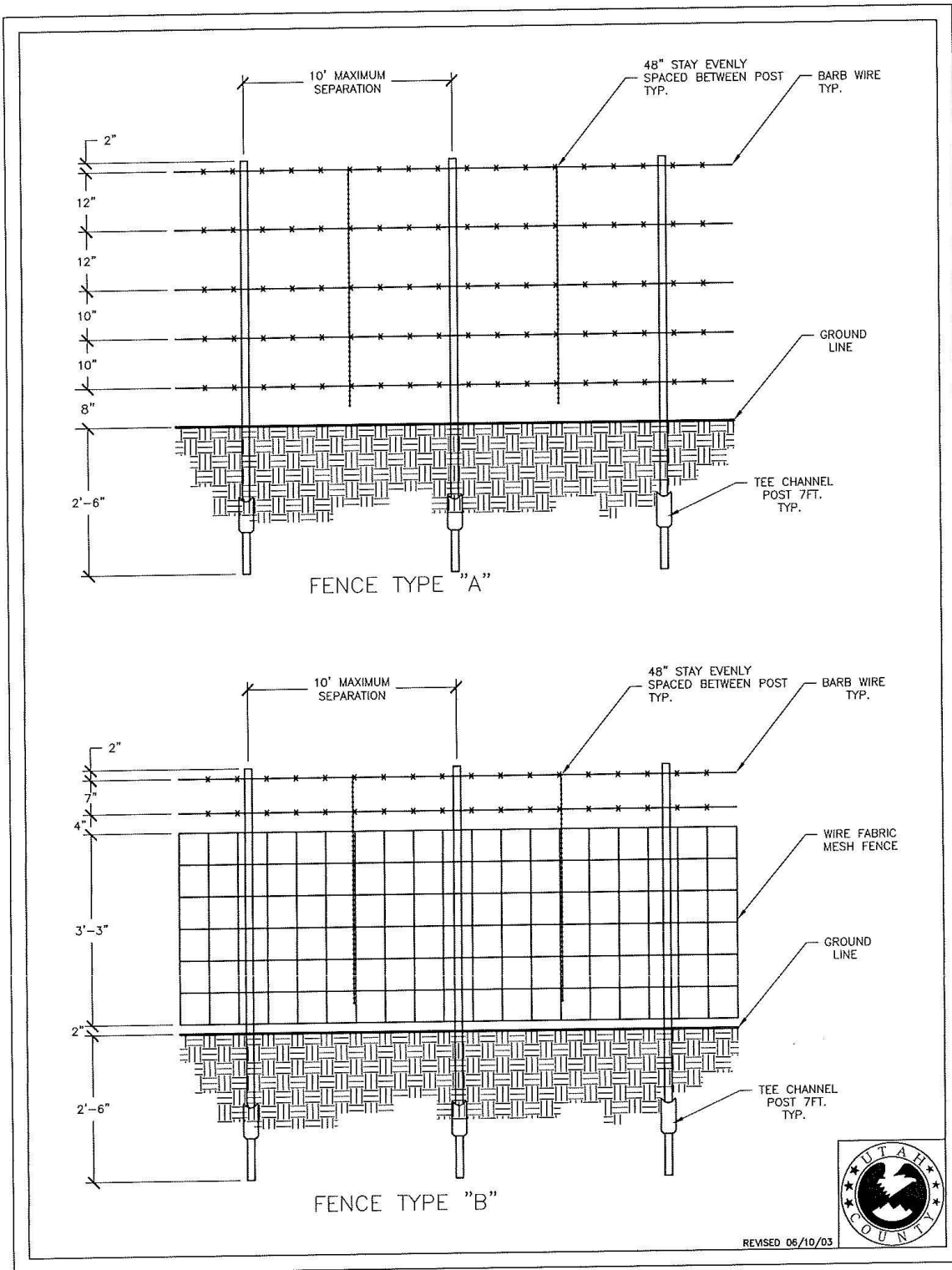
Care shall be taken to preserve and protect existing overhead and underground utilities, pole lines, signs, pipelines, and improvements from injury or damage during construction operations. The Contractor shall assume full responsibility for reimbursing the owners of the utilities for any damage to their properties, utilities, or improvements, or interference with their service caused through Contractor's operations. The Contractor shall contact "Blue Stakes of Utah", and individual utility owners as necessary, to have all underground utilities located on the work site in accordance with Utah law.

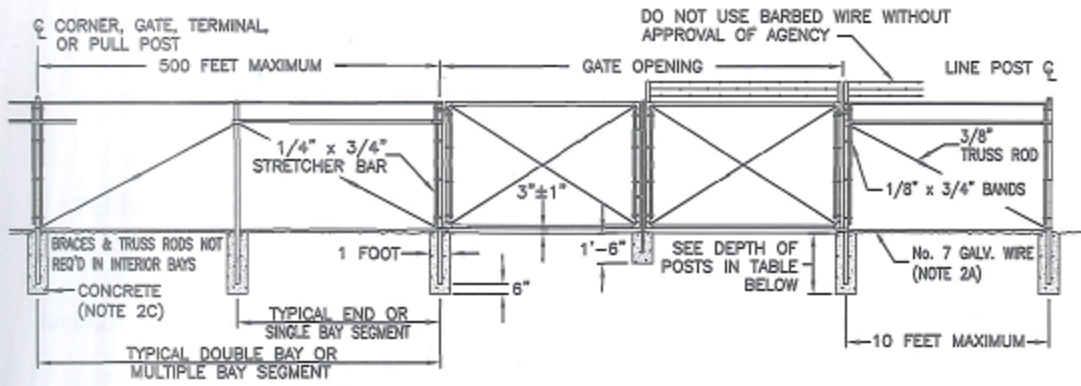
A.9 REQUIRED EXPERIENCE

- A. The Contractor must have a minimum of 3 years' experience in the work specified herein. Proof of experience must be submitted with each bid.
- B. Each bidder shall provide a list of at least 3 projects similar to this project, which are available for inspection by the County. The minimum information required may be supplied on the Contractor Information Form, however, bidders are encouraged to provide more detailed information, as they may see fit, with their bid submission.
- C. The Contractor shall be the general contractor for the project and is required to have a Contractor License from the Utah Division of Occupational and Professional Licensing and a current local business license from the jurisdiction in which their business is located. A copy of the bidder's Contractor License and current local business license must be submitted with the bid.

A.10 COMPLETION REQUIREMENT, LIQUIDATE DAMAGES

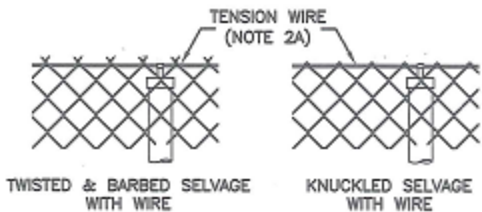
- A. Each project shall be completed within 90 calendar days of the date of "Notice to Proceed".
- B. If the Contractor fails to FULLY complete any specified items on or prior to a required completion date, or extension of time granted by the County in writing, liquidated damages in the amount of \$100 per calendar day will be assessed for each calendar day after the specified completion date that the project is not complete.
- C. 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 to be effective.



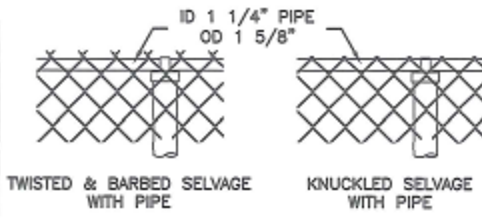


FENCE

FENCE POSTS					
HEIGHT OF FABRIC	DEPTH OF POSTS	LENGTH OF END CORNER, OR PULL POST	LENGTH OF LINE POST	MINIMUM DIAMETER	
				END, CORNER PULL POST	LINE POST
7'	3'	10'	9'-8"	2 1/2"	2"
6'	3'	9'	8'-8"	2 1/2"	2"
5'	3'	8'	7'-8"	2"	1 1/2"
4'	2'	6'	5'-8"	2"	1 1/2"

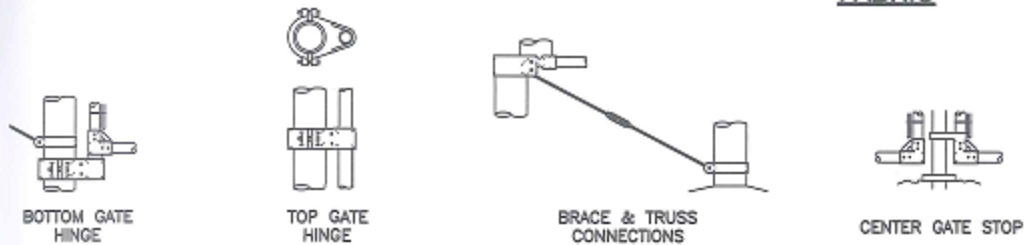


GATE POTS AND GATE FRAMES			
HEIGHT	FRAME	GATE OPENING	POST
UNDER	1 1/2"	SINGLE TO 6' OR DOUBLE TO 12'	2"
	1 1/2"	SINGLE OVER 6' TO 8' OR DOUBLE OVER 12' TO 16'	2 1/2"
6 FEET	1 1/2"	SINGLE OVER 8' TO 12' OR DOUBLE OVER 16' TO 24'	3 1/2"
6 FEET	1 1/2"	SINGLE TO 6' OR DOUBLE TO 12'	2 1/2"
	1 1/2"	SINGLE OVER 6' TO 13' OR DOUBLE OVER 12' TO 26'	3 1/2"
AND	1 1/2"	SINGLE OVER 13' TO 18' OR DOUBLE OVER 26' TO 36'	6"
	1 1/2"	SINGLE OVER 18' OR DOUBLE OVER 36'	8"



SEE NOTES 3A AND 3B (TYP)

FABRIC



DETAILS

Chain link fence

Plan
831

EXHIBIT B

CONTRACTOR'S COST PROPOSAL

1. BID PRICE:

<u>ITEM</u>	<u>UNIT PRICE</u>	<u>TOTAL COST *</u>
A. TYPE A FENCE (per linear foot of finished fence)		
1. With Steel Posts	_____ x 1,000 lin ft =	_____
2. With Treated Wood Posts	_____ x 1,000 lin ft =	_____
3. With Untreated Wood Posts	_____ x 1,000 lin ft =	_____
B. TYPE B FENCE (per linear foot of finished fence)		
1. With Steel Posts	_____ x 1,000 lin ft =	_____
2. With Treated Wood Posts	_____ x 1,000 lin ft =	_____
3. With Untreated Wood Posts	_____ x 1,000 lin ft =	_____
C. CHAINLINK FENCE (per linear foot of finished fence)		
1. Fabric Height 7 ft.	_____ x 1,000 lin ft =	_____
2. Fabric Height 6 ft.	_____ x 1,000 lin ft =	_____
3. Fabric Height 5 ft.	_____ x 1,000 lin ft =	_____
4. Fabric Height 4 ft.	_____ x 1,000 lin ft =	_____
D. VINYL COATED CHAINLINK FENCE (per linear foot of finished fence)		
1. Fabric Height 7 ft.	_____ x 1,000 lin ft =	_____
2. Fabric Height 6 ft.	_____ x 1,000 lin ft =	_____
3. Fabric Height 5 ft.	_____ x 1,000 lin ft =	_____
4. Fabric Height 4 ft.	_____ x 1,000 lin ft =	_____
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, the actual work completed, and the amount of materials installed, approved, and accepted by the County. The "Method of Measurement" and the "Basis of Payment" for all items shall be by the "Unit Price" specified by Contractor in this "Contractor's Cost Proposal".

2. CERTIFICATION OF BID: +

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Invitation to Bid for Fencing. 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

ATTACHMENT 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**

CONTRACTOR 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: _____

ATTACHMENT C
SAMPLE AGREEMENT

AGREEMENT NO. 2019-_____

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2019, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and _____, (address), hereinafter referred to as **CONTRACTOR**.

WITNESSETH:

WHEREAS, the COUNTY desires to obtain materials and services as herein defined and further to obtain such materials and services in accordance with Utah State Law; and

WHEREAS, CONTRACTOR is willing to provide such materials and services to the COUNTY in consideration of receiving such fees as herein provided;

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

1. DESCRIPTION OF WORK

In consideration of the compensation set forth in Section 2, the CONTRACTOR agrees to furnish all labor, materials, transportation, tools, equipment, supplies, disposal fees, and other costs required to complete the work for the COUNTY as set forth in the specifications in Exhibit A, which is incorporated by this reference.

2. COMPENSATION

In exchange for services listed in Section 1, the COUNTY will pay CONTRACTOR at the applicable price stated in Exhibit B for items accepted by the COUNTY.

3. AMENDMENTS

No oral modifications or amendments to this agreement shall be effective, but such may be modified or amended by a written agreement signed by the parties.

4. 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.

5. ASSIGNMENT

This agreement, or any part thereof, shall not be assigned without the prior written consent of the other party. No assignment shall relieve the original parties from any liability hereunder.

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

A. Both the County Commission and the County Public Works Director may 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. Either the County Commission or the County Public Works Director may also decide all questions which may arise as to the acceptable fulfillment of this agreement on the part of CONTRACTOR.

B. Both the County Commission and 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.

7. 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.

8. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by the COUNTY and is defined as additional work which is neither shown nor defined in the Specifications. Miscellaneous items normally associated with the major work items shown, but which may not be specifically shown, shall be furnished by CONTRACTOR as if they had been shown, without additional cost to the COUNTY.

9. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, save and hold harmless the COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgments, losses, damages, 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 their provision of any services required herein to be performed by CONTRACTOR or its subcontractors, agents or employees, and (b) any act or omission of CONTRACTOR, or its subcontractors, agents or employees.

10. 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 the 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. The 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 the COUNTY for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that the COUNTY provides for the COUNTY's employees. It is understood that the COUNTY does not agree to use CONTRACTOR exclusively. It is further understood that the CONTRACTOR is free to contract for similar services to be performed for others while working under the provisions of this agreement with the 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 the COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by the COUNTY.

11. INSPECTION AND ACCEPTANCE

The 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.

12. INSURANCE

- A. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$3,000,000 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 the 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 the COUNTY evidencing that CONTRACTOR has Workers Compensation Insurance for the CONTRACTOR, all sub-contractors, and all employees of the CONTRACTOR and subcontractors.

13. 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.

14. KEYS

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

15. LEGAL

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

16. 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 a 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.

17. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder.

18. PAYMENTS

- A. CONTRACTOR shall submit timely invoices for work performed for the COUNTY. Upon verification of the validity of an invoice, the 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 the 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.

19. SUCCESSORS IN INTEREST

This agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties thereto.

20. TERM AND RENEWAL

The initial term of this agreement shall commence upon the date of execution of this agreement and shall terminate on December 31, 2019.

21. TERMINATION

- A. This agreement may be terminated for any reason by the COUNTY upon thirty (30) days written notice to CONTRACTOR, without prejudice to any other right or remedy the 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 the COUNTY.

22. WARRANTY

CONTRACTOR warrants to the 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.

23. 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.

IN WITNESS WHEREOF the parties have caused this agreement to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

WILLIAM C. LEE, Chairman

ATTEST:
AMELIA A. POWERS
County Clerk/Auditor

By: _____
Deputy County Clerk/Auditor

APPROVED AS TO FORM AND LEGALITY:
DAVID O. LEAVITT
Utah County Attorney

By: _____
Deputy County Attorney

CONTRACTOR

By:
Its: