

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

**REQUEST FOR PROPOSALS**  
**for**  
**BRIDAL VEIL FALLS**  
**TRAM DEMOLITION**

RFP # 2016-16R

CLOSING DATE FOR RECEIPT OF PROPOSALS:	Wednesday, October 19, 2016
TIME:	3:00 p.m.(Mountain Time)
PLACE:	Office of the Utah County Purchasing Agent 100 East Center Street Room 3600 Provo, Utah 84606
MANDATORY PRE-PROPOSAL CONFERENCE	10:00a.m. (Mountain Time) Monday, October 10, 2016 Utah County Public Works 2855 South State Street Provo, Utah 84606 Conference Room

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## **1. REQUEST FOR PROPOSALS**

### **1.1 INTENT**

Through this Request for Proposals (RFP), Utah County is seeking proposals from qualified demolition contractors (Contractor) to demonstrate qualifications, experience, and proposed approach for completing the demolition of the two tram structures and appurtenances at Bridal Veil Falls, located in Provo Canyon, Utah County, Utah.

Responses to this RFP should include details about qualifications and related experience as described herein. Responses should also include a detailed description of the recommended methods for completing the project.

Utah County intends to compare and evaluate all qualifying submittals and select the most qualified Contractor based on proposal content and the proposer's responsiveness to the proposal.

This is a Request For Proposals only and should not be interpreted as a solicitation for services or as a contract for services.

If a Contractor is selected pursuant to this RFP, an agreement will be executed, a sample copy of which is included herein as Attachment C.

### **1.2 PROCEDURE**

- A. The procedure for response to this RFP, evaluation of proposals, and selection of a Contractor is as follows:
  - 1. Interested entities will prepare and submit their proposals prior to the specified Closing Date for Receipt of Proposals.
  - 2. Utah County and/or its representatives will evaluate all submitted proposals as described herein.
  - 3. The selected Contractor will be required to sign an agreement, a sample of which is included as Attachment C.

### **1.3 MANDATORY PRE-PROPOSAL CONFERENCE**

- A. Proposers **MUST** attend the MANDATORY Pre-Proposal Conference to be conducted at 10:00am, Monday, October 10, 2016 in the conference room of the Utah County Public Works Building, 2855 South State Street, Provo, Utah 84606. The conference will start at Public Works and will include a visit to the project site. It will last approximately one hour.
- B. Proposals will not be accepted from proposers who were not represented at the Pre-Proposal Conference. It is each Bidder's responsibility to sign the official attendance sheet.

### **1.4 PROPOSAL ORGANIZATION**

- A. Each respondent must submit SIX (6) COPIES of its SEALED proposal to the Utah County Purchasing Agent. The envelope containing the proposal must be clearly labeled "SEALED PROPOSAL - TRAM DEMOLITION RFP # 2016-16R". The proposal must be delivered to

Utah County Purchasing Agent  
100 East Center, Room 3600

Provo, Utah 84606  
LATE PROPOSALS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH  
COUNTY PROCUREMENT RULES AND REGULATIONS.

- B. The proposal must include:
1. Proposer's Statement of Qualifications
  2. Completed Contractor's Cost Proposal (Exhibit B)
  3. Completed Proposal Information Form (Attachment A).
  4. Completed Certificate of Non Collusion (Attachment B).
  5. A copy of the Proposer's current local business license.
  6. A copy of the Proposer's current Utah Contractor's license.
  7. Proof of required insurance.
  8. Complete proposals, detailing Contractor's cost and scope of work.

## **1.5 QUESTIONS AND CLARIFICATIONS**

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

## **1.6 ACCEPTANCE OF PROPOSAL**

- A. Utah County reserves the right to reject any or all proposals 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 RFP, or such party's response.

## **1.7 DISQUALIFICATION OF PROPOSAL**

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

- A. Failure to respond within the established timetable.
- B. Failure to completely answer all questions presented in the RFP.
- C. Use of any type of form or format other than those indicated in the RFP.
- D. Failure to provide requested documentation at the time of proposal submission.
- E. Illegible responses.
- F. If the Proposer 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 Proposer is unable to evidence a satisfactory record of integrity.
- H. If the Proposer is not qualified legally to contract.
- I. If the proposal at the opening does not contain a signed proposal, and a signed certificate of non-collusion.
- J. Utah County reserves the right to reject any or all proposals.

## **1.8 DISPOSITION OF PROPOSALS**

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

## **1.9 STATEMENT OF QUALIFICATIONS**

Each Proposer shall provide a statement of qualifications. This shall be a short document that indicates the experience and qualifications of the Proposer and key personnel that will be performing the specified services. It should include resumes of the key personnel, copies of applicable licenses and certifications of the key personnel, and information about similar projects that have been completed by the Proposer and the key personnel. Information about similar projects should include the dates, project size, firm worked for at the time, and what the responsibility of the individual was on the project.

## **1.10 TERMINATION OR DEBARMENT CERTIFICATIONS**

The Proposer must submit a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from soliciting work by any governmental department or agency. The Proposer must also certify that neither it nor its principals have been terminated during the performance of a contract or withdrew from a contract to avoid termination. If the Proposer cannot certify these two statements, the Proposer shall submit a written explanation of the circumstances for review by Utah County. These certifications are to be submitted with the Statement of Qualifications.

## **1.11 VALUE BASED SELECTION**

All proposals will be evaluated by authorized representatives of Utah County (the Selection Committee). The following criteria will be used by the Selection Committee in creating a score for each of the proposals. Each member of the Selection Committee will then ordinally rank all proposals from highest to lowest evaluation score, and the Selection Committee will compile the rankings of all member of the Selection Committee. If any proposal receives a majority of first place votes, that proposal will represent the best value for the County and will be recommended for award of the contract. If not, the proposal that received the lowest average ranking will be removed from selection and the rankings will be recast. That process will be repeated until one proposal receives a majority of votes as the #1 ranking proposal. The final #1 ranking proposal will represent the best value for the County and will be recommended for award of the contract.

The Selection Committee will consider all criteria in performing a comprehensive evaluation of each proposal. Weights have been assigned to each of the criteria in the form of points. **TOTAL POINTS POSSIBLE = 100.**

**A. Project Plan and Technical Expertise: 40 points.**

Proposers shall provide a detailed plan documenting how the project will be executed at each site. Proposers shall also provide descriptions and documentation of staff technical expertise and experience. Proposers will be evaluated on their expertise and experience as it pertains to difficult demolition projects, and special emphasis will be given to evaluation of the plan for work at the Upper Tram Site.

**B. Cost: 30 points.**

**1. Proposal Price Schedule:**

Each Proposer is required to complete the Proposal Price Schedule listing the Proposer's complete cost for the services listed.

2. Complete Fee Schedule:

Each Proposer is required to attach a Complete Fee Schedule, itemized on a per-hour or other basis as applicable, setting forth their price for each of the services required for the project and for all related services provided by Proposer.

C. Previous Work: 20 points.

Proposers will be evaluated on examples provided of their previous work pertaining to demolition work, and on client references.

D. Overall Proposal Suitability: 10 points.

Proposed solution(s) must meet the scope of work included herein and must be presented in a clear and organized manner.

## **1.12 GENERAL**

A. Utah County will award a contract in reliance upon the information contained in proposals submitted in response to the RFP. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded Proposer.

B. It is vitally important that any person who signs a proposal or agreement on behalf of a respondent certifies that he or she has the authority to so act. The Proposer who has its proposal accepted may be required to answer further questions and provide further clarification of its proposal and responses.

C. Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this RFP.

D. By responding to this RFP 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 RFP. 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 RFP process or the use of the information contained in this RFP. 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.

## **1.13 INTERPRETATION OF RFP**

The invalidity of any portion of this RFP 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 RFP are for convenience only and do not constitute a part of the provisions hereof.

#### **1.14 PROPRIETARY INFORMATION**

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

#### **1.15 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 proposals must be submitted in the proposal format outlined herein.
- C. All prospective Proposers must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Proposal Information Form.
- D. Utah County has established certain requirements with respect to proposals to be submitted by respondents. The use of "shall", "must", or "will", in this RFP indicates a requirement or condition from which a material deviation will not be approved by Utah County.

## **EXHIBIT A**

### **SPECIFICATIONS**

#### **A.1 LOCATION**

- A. The project is located at Bridal Veil Falls in Provo Canyon, Utah County, Utah, which is at approximately mile marker 11 of U.S. Highway 189. The Lower Tram Site is north of and adjacent to the Provo River. The Upper Tram Site is on the cliff on the west side of Bridal Veil Falls approximately 1,100 feet above the river.
- B. See the applicable photos and videos online at <https://goo.gl/L7ioDX>

#### **A.2 STANDARDS**

All work performed by the Contractor shall comply with all applicable specifications set forth in the following:

- A. 29 CFR Part 1926 – Construction Standards, including all applicable Subparts (see [www.osha.gov/doc/topics/demolition/standards.html](http://www.osha.gov/doc/topics/demolition/standards.html) for additional reference).
- B. National Demolition Association - 2013 Demolition Safety Manual.
- C. ANSI/ASSE A10.6-2006, Safety and Health Program Requirements for Demolition Operations.
- D. DIVISION 02 “Existing Conditions”, American Public Works Association - Manual of Standard Specifications, 2012 Edition, published by the Utah Chapter of the American Public Works Association.
- E. Section 01 55 26 “Traffic Control”, American Public Works Association - Manual of Standard Specifications, 2012 Edition, published by the Utah Chapter of the American Public Works Association.
- F. Section 01 71 13 “Mobilization and Demobilization”, American Public Works Association - Manual of Standard Specifications, 2012 Edition, published by the Utah Chapter of the American Public Works Association.

#### **A.3 SCOPE OF WORK**

- A. All work shall be completed before April 14, 2017.
- B. The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies, and other necessary items to complete the work herein specified.
- C. Demolition of Buildings:
  - 1. Lower Tram Site:
    - a. The building is approximately 920 sq ft in size. It consists of block, concrete, wood, and metal. The Contractor shall demolish, remove, and dispose of the building and all appurtenant features associated with the building including but not limited to a partial basement, a sewer storage tank, and the adjacent concrete pad.
    - b. Following the demolition and removal of all demolition materials from the Lower Tram Site, the Contractor shall backfill the site with clean bank-run material compacted to a minimum relative density of 90%, and shall cap the backfill with a minimum thickness of six inches (6") of 3/4" gradation Untreated Base Course material (UBC), compacted to a minimum relative density of 95% and graded flush with surrounding parking lot and ground levels. The Contractor shall furnish, transport, install, and compact the backfill and UBC. The County shall provide all necessary compaction testing.
    - c. Following the demolition, the Contractor shall provide and install fencing, jersey barriers, or other protective devices as approved by the County, along the river side of the Lower Tram Site.
    - d. See the applicable photos and videos online at <https://goo.gl/L7ioDX>



2. Upper Tram Site:
  - a. The building is approximately 3,350 sq ft in size. The original structure was destroyed by fire in 2008, leaving mostly the steel framework and concrete. The site currently consists of steel, concrete, a brick fireplace, on and some wood. The Contractor shall demolish, remove, and dispose of the building and all appurtenant features associated with the building including but not limited to the cantilevered concrete pads and other site concrete deemed to be a hazard to the public.
  - b. See the applicable photos and videos online at <https://goo.gl/L7ioDX>

#### **A.4 CLOSURES AND WARNINGS**

- A. The Contractor shall deploy fencing or other temporary barricade measures to protect unauthorized persons from entering any work area.
- B. The Contractor shall have SOLE responsibility to implement the closure of any roadway, parking lot, park, parkway, or trail adjacent to a work area if such closure is necessary for the protection of people or property.
- C. The Contractor shall have SOLE responsibility to post warning signs and devices as may be necessary on any roadway, parking lot, park, parkway, or trail adjacent to a work area if such warning signs and devices are necessary for the protection of people or property.
- D. The Contractor shall SOLE responsibility for notifying members of the public concerning work activities, including but not limited to a closure or warning as described above. This shall include but not be limited to:
  1. Follow Laws and Regulations concerning when and to whom notices are to be given at least seven (7) days prior to applicable work activities.
  2. Indicate specific time(s) when closures will occur, including a map providing detailed directions signifying the specific area(s) to be closed.
  3. Provide phone numbers of at least two (2) individuals who represent the Contractor who can be reached at any time during the work.
  4. Should work not occur at the specified day/time, issue an updated notice.
- E. All related costs for closures or warnings are the responsibility of the Contractor and shall NOT be paid as a separate item.

#### **A.5 TRAFFIC CONTROL**

- A. The Contractor shall do no work that endangers, interferes, or conflicts with pedestrian or vehicular traffic or access to a roadway, parking lot, parkway, or trail 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. The Contractor shall implement traffic control measures to safely and properly secure the work area, equipment, and personnel throughout the duration of the project. This requirement also applies to areas of work being preformed by subcontractors.
- D. All costs for this items are the responsibility of the Contractor and shall NOT be paid as a separate item.

#### **A.6 UTILITIES**

- A. All utilities have been disconnected from the buildings.
- B. 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.7 HAZARDOUS MATERIALS**

- A. The Contractor shall remove and properly disposal of all florescent light tubes and associated ballasts.
- B. The Contractor shall evacuate any Freon from existing equipment when necessary.
- C. Asbestos:
  - 1. The Contractor shall identify and properly remove any asbestos-containing-material at the Lower Tram Site in accordance with all applicable laws and regulations. It is believed that all materials containing asbestos have been removed from the Upper Tram Site, and the Contractor shall submit their bid accordingly.
  - 2. The Contractor shall perform all work in compliance with all applicable regulations of the State of Utah Department of Environmental Quality, Division of Air Quality (DAQ), and with all other applicable local, state, and federal laws ordinances and regulations.
  - 3. The Contractor may perform minor demolition to areas of the site as may be necessary to adequately perform the required inspections. Following any inspections, the Contractor shall ensure that the site does not pose any increased risk to the public. All costs of any such demolition shall be the responsibility of the Contractor.
  - 4. The Contractor shall deliver to the County a DAQ-compliant asbestos inspection report for each building, including pictures of each sample location, prior to proceeding with asbestos removal.
  - 5. The Contractor shall deliver to the County all "Notification of Demolition" and other forms required by DAQ, completed insofar as possible.
  - 6. The Contractor shall remove all asbestos-containing-material as required by DAQ prior to any specified demolition.
- D. Underground Storage Tanks:

It is unknown if any existing underground storage tanks exist at the sites. If any such are discovered at the sites, Contractor's responsibilities shall include but not be limited to:

  - 1. Complete and submit a Permanent Tank Closure Plan to the Utah Department of Environmental Quality, Division of Environmental Response and Remediation (DERR).
  - 2. Obtain all necessary permits for closing and removing the specified tanks.
  - 3. Remove and properly dispose of the specified tanks and all contaminated soil or other materials.
  - 4. Perform and document all environmental testing as required by DERR. Said testing shall be performed by a Utah Certified Soil/Groundwater Sampler as required by DERR.
  - 5. Assist the County in preparing and submitting the required Closure Notice to DERR.

#### **A.8 UNFORSEEN CONDITIONS**

It is believed that no other environmental contamination exists, and the Contractor shall submit a bid accordingly. If the Contractor encounters other environmental contamination or other unforeseen conditions which will require additional mitigation not accounted for in these specifications or in the Contractor's bid, Contractor and County shall negotiate a price for the additional mitigation work as provided for herein.

#### **A.9 SALVAGE AND WASTE**

- 1. The Contractor shall have all salvage rights to any and all materials located on, within, or under each of the buildings, excepting that the County reserves all rights to one large pulley wheel to be specified by the County in the Lower Tram Site. Contractor shall place said pulley wheel near the site in a location to be designated by County.
- 2. The Contractor shall have SOLE responsibility to properly transport all salvage, waste, and demolition remains from the property in accordance with all applicable laws and regulations.

3. The Contractor shall have SOLE responsibility to properly disposal of all salvage, waste, and demolition remains in accordance with all applicable laws and regulations. Contractor assumes all liability for the disposal of all materials.

**A.10 MOBILIZATION AND DEMOBILIZATION, STORAGE AND CLEANUP**

- A. Contractor's price shall cover cost of mobilization, demobilization, installation of temporary facilities, and bringing all necessary construction equipment to site. All related costs for mobilization and demobilization are the responsibility of the Contractor and shall NOT be paid as a separate item.
- B. 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.11 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. Biding 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 or 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.

**A.12 EXPERIENCE, PERMITS, AND LICENCES**

- A. The Contractor shall have a current Wrecking and Demolition 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.
- B. The contractor or sub-contractor inspecting for asbestos-containing-material shall have a current Utah certified asbestos inspector certification from the Utah Division of Air Quality.
- C. The contractor or sub-contractor removing, or disposing of any asbestos-containing-material shall have a current Utah certified asbestos removal contractor certification from the Utah Division of Air Quality.
- D. The contractor or sub-contractor removing or disposing of any underground fuel storage tanks shall have a current Utah certified tank remover certification from the Utah Division of Environmental Response and Remediation.
- E. The Contractor, at Contractor's expense, shall file all notifications and obtain all permits and/or licenses necessary to perform the work specified herein as may be required by any applicable local, state, or federal government agency. This shall include but not be limited to demolition permits, any required air quality filings and/or permits, permits and/or licenses for the

appropriate removal and disposal of asbestos-containing-material, permits and/or licenses for the appropriate removal and disposal of any underground storage tanks, and any others.

- F. The contractor must have a minimum of 3 years experience in the work specified herein. Proof of experience must be submitted with each bid.
- G. The contractor shall provide a list of at least three (3) projects similar to Utah County's as set forth herein, including contracting agency contact information for each project.

#### **A.13 OTHER CONTRACTOR REQUIREMENTS**

- A. Contractor shall have SOLE responsibility for accuracy of all measurements, estimates of material quantities and sizes, and site conditions that will affect work.
- B. The Contractor shall have SOLE responsibility to ensure that his bid submission, including pricing elements thereof, accurately accounts for all aspects of the work to be performed.
- C. Upon receipt of a Notice to Proceed from the County, the Contractor shall commence the specified work.
- D. The Contractor shall notify the County of all scheduled work activities.
- E. Contractor shall comply with all local, state, and federal laws and regulations applicable to the work specified herein.
- F. Contractor shall take all necessary safety precautions and shall comply with all applicable provisions of federal, state and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. Utah County may stop Contractor's work if safety laws, or safe work practices are not being observed.
- G. All equipment shall conform to and be operated in conformance with OSHA safety requirements.
- H. The Contractor shall perform appropriate dust control during all aspects of demolition and site remediation.
- I. Contractor shall be responsible for, and hold County harmless for any and all damage to surrounding properties, caused by any act or omission of Contractor, its agents or employees. Contractor shall repair said damaged property and shall pay the costs therefor.
- J. Contractor shall provide and be responsible for work-site security including damage by vandals or other parties and securing of Contractor's tools and equipment.

#### **A.14 SITE PHOTOS AND VIDEOS**

- A. View and/or download the photos and videos of the two Tram Sites provided by the County online at:

<https://goo.gl/L7ioDX>



## **EXHIBIT B**

### **CONTRACTOR'S COST PROPOSAL**

#### **B.1 PROPOSAL PRICE SCHEDULE**

Each Proposer shall complete the following schedule of prices:

<b>SITE</b>	<b>DEMOLITION LUMP SUM PRICE</b>
Upper Tram Site	\$
Lower Tram Site	\$
<b>TOTAL</b>	\$

#### **B.2 COMPLETE FEE SCHEDULE**

Each Proposer is also **REQUIRED** to attach a Complete Fee Schedule, itemized on a per-hour or other basis as applicable, setting forth their price for each of the services required for the project and for all related services provided by Proposer.

#### **B.3 CERTIFICATION**

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Request for Proposals for Bridal Veil Falls Tram Demolition. I further certify that the information submitted by me/my company in response to this RFP, including the pricing and other information, is true and accurate.

I understand that Utah County has the right to reject any or all proposals, 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.

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Signature

---

Title

---

Company Name

## ATTACHMENT A

### PROPOSAL INFORMATION FORM

In order to receive consideration, submitted proposals must contain responses to all questions.

Failure to respond to all questions may result in disqualification of the proposal.

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)?

**YES NO**

If Yes, attach a written explanation.

☐ ☐

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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 B**  
**CERTIFICATE OF NON-COLLUSION**

STATE OF UTAH     )     Request for Proposals  
                          )SS     for  
COUNTY OF UTAH )     Bridal Veil Falls Tram Demolition

**AFFIDAVIT**

The undersigned of lawful age, being first duly sworn, disposes and says:  
That as a condition precedent to the award of the Utah County project as above captioned,

I \_\_\_\_\_  
                    (owner, partner, officer or delegate)

of \_\_\_\_\_ do  
                    (company)

solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this bid or potential agreement resulting therefrom.

\_\_\_\_\_  
Contractor Signature

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\*\*\*\*\*

Subscribed/sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2016 A.D.  
My Commission Expires \_\_\_\_\_  
Residing at \_\_\_\_\_  
                    \_\_\_\_\_  
                    \_\_\_\_\_

Seal

By: \_\_\_\_\_  
Notary Public



**ATTACHMENT C**  
**AGREEMENT**

**AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and \_\_\_\_\_, hereinafter referred to as **CONTRACTOR**.

**WITNESSETH:**

**WHEREAS**, 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 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, equipment, tools, transportation, and supplies required to complete the work for COUNTY as set forth in the specifications attached hereto as Exhibit A, which is incorporated herein by this reference the same as if it had been set forth at length herein.

**2. COMPENSATION**

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

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.

**6. AUTHORITY OF THE 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.

**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 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 COUNTY.

**9. INDEMNIFICATION**

CONTRACTOR shall defend, indemnify, save and hold harmless 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 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.

**11. 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.

**12. INSURANCE**

- A. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,300,000 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, and all employees of the CONTRACTOR and/or 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 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.

**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 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.

**19. SUCCESSORS IN INTEREST**

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

**20. TERM**

The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon final payment by COUNTY as specified herein.

**21. 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.

**22. 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.

**23. 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.

**24. 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

\_\_\_\_\_  
LARRY ELLERTSON, Chairman

ATTEST:  
BRYAN E. THOMPSON  
County Auditor/Clerk

By: \_\_\_\_\_  
Deputy

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

By: \_\_\_\_\_  
Deputy County Attorney

CONTRACTOR

\_\_\_\_\_  
By: