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

INVITATION TO BID

For

Utah County
Spanish Fork River Park
Pipe Fence
ITB # 2026-17

CLOSING DATE FOR RECEIPT OF BIDS:	Tuesday, September 29, 2026
TIME:	3:00 p.m. (Mountain Time)
PLACE:	Proposals are to be submitted through the State U3P website, using the Bonfire (EUNA) eProcurement platform.

NOTE: The Contractor is responsible for reading the contents of this bid, including but not limited to, the Scope of Work, General Requirements, Specifications, the Drawings, and Agreement. The Contractor is also responsible to visit the work sites before presenting a bid.

Privacy Notice: Pursuant to Section 63A-19-402 of Utah Code, personal data collected in documents that would be classified as a public record may be made available to the public as provided by Section 63G-2-201.

Utah County
HEART of UTAH

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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 provide for the construction and completion of improvements to Spanish Fork River Park located up Spanish Fork Canyon that meet in every detail, the specifications and Spanish Fork River Park Pipe Fence plans, herein referred to as (the Drawings), included in or referenced in this ITB.

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

Pursuant to this ITB, an agreement will be executed, a sample copy of which is attached as Exhibit C. **The County will not entertain changes to its Standard Terms and Conditions.**

1.2 PROCEDURE

The procedure for response to this ITB, evaluation of bids, and selection of a Contractor is as follows:

A. Interested entities will prepare and submit their bids prior to the specified Closing Date for Receipt of Bids.
B. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
C. The selected bidder(s) will be required to sign an agreement, a sample of which is included as Exhibit C.

1.3 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.
D. Respondents must provide all information requested in the Contractor Information Form.
E. 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.

1.4 BID ORGANIZATION

A. Each respondent must submit its proposal digitally through the U3P website using the State of Utah's Bonfire (EUNA) account. The proposal must be submitted by Tuesday**, September 29, 2026, at 3:00pm.**

B. Please submit with the bid the documents listed below. Before a contract can be awarded, the selected contractor must provide all the documents listed below.
   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.
   8. Documentation of minimum of three years' experience.
   9. List of three similar projects, including contracting agency and contact information.

1.5 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.

1.6 QUESTIONS AND CLARIFICATIONS

A. All questions regarding this ITB must be submitted through the Utah Procurement Place (U3P) Bonfire (EUNA) website or to the Utah County Purchasing Manager, Robert Baxter, at RobertB@utahcounty.gov. The deadline for submission of questions is end of business day Friday, September 25, 2026.

B. Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Agreement, to the extend such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for withdrawal of a bid after opening, or for a claim after award of the agreement.

1.7 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.

1.8 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 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.

1.10 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 REQUIRED EXPERIENCE

A. The Contractor must have a minimum of three (3) years' experience in the work specified herein. Proof of experience must be submitted with each bid.
B. The Contractor shall provide a list of at least three (3) projects similar to Utah County's as set forth herein, including contracting agency and contact information for each.
C. The Contractor shall be the general contractor for the project and is required to have a current local business license from the jurisdiction in which their business is located. A copy of the bidder's current local business license must be submitted with the bid.

1.12 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. Utah County reserves the right to award to more than one Contractor if it is in the best interest of the County.

1.13 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(s).
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.

1.14 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 the 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 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.

GENERAL REQUIREMENTS

Alteration of Plans 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 progress of the work, such increases or decreases in quantities and such alterations in the details of construction, and the elimination of one or more items as may be found necessary or desirable. Such alterations shall not be considered as a waiver of, nor release of, the surety. The Contractor agrees to accept the work as altered the same as if it had been a part of the original Agreement. The Contractor shall proceed with the work alterations when ordered in writing. **Financial increases to this Agreement must be approved in writing by the County Commission before additional work is authorized and constructed.**

Brand Name

The use of brand names in the Specifications is for the purpose of designating the standard of quality, performance, and characteristics desired. Equivalent brand substitutions for products must be approved by Utah County.

Change Orders

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.

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	10%	0%

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 10% for overhead and profit and one charge of 10% for the prime Contractor's commission.

Overhead and profit includes but is not limited to:

A. Estimating.
B. Field supervision above foreman level superintendents, assistant superintendents, general foremen, engineers, accountants, timekeepers, office manager, and other staff.
C. Office supplies.
D. Drinking water.
E. Temporary heat, light, and power.
F. Field toilets.
G. Small tools.
H. Other costs of materials and/or equipment associated with performance of the contract.

On bids covering both increases and decreases in the contract amount, the overhead and profit shall be computed on the net change only.

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.

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. Contractors, 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.

The County shall have the right, within its sole discretion, to require the 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 County, 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.

Completion Date

The completion date for the Spanish Fork River Park Pipe Fence is on or before December 11, 2026, regardless of weather conditions and other related problems. If the Contractor fails to complete the work on or prior to the completion date, or by extension of time granted by the County in writing, then the Contractor may forfeit his or her 5% payment retainer and shall in addition be liable for all additional costs and damages incurred by Utah County as a result of the failure of completion.

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

Liquidated Damages

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. 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 to 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.

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.

Cooperation

Utah County intends to encourage cooperation with the Owner, Engineers, Supplier, Contractor and its subcontractors. The objectives are effective and efficient agreement performance, intended to achieve completion within budget, on schedule, and in accordance with the Drawings and Specifications.

Alternative Dispute Resolution (ADR) methodologies will be encouraged in place of the more formal dispute resolution procedures. ADR in this context is intended to be a voluntary, non-binding procedure available for use by the parties to this Agreement to resolve any dispute that may arise during performance.

Data Privacy

If Contractor, as part of this agreement or transaction, will receive or work with County information, or if they will be gathering data on behalf of the County, Contractor will be required to comply with the following provisions as applicable.

A. Cyber Insurance. Contractor agrees to purchase and maintain throughout the term of this Agreement a technology and professional liability insurance policy, including coverage for network security and data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology or professional services or in connection

with the specific services described in violation or infringement of any right of privacy, including breach of security and breach of security or privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential government, corporate, or public information in whatever form; transmission of a computer virus or other type of malicious code; participation in a denial of service attack on third party computer systems; loss or denial of service; with no cyber terrorism exclusion; with a minimum limit of three million dollars ($3,000,000) for each and every claim and in the aggregate. Such coverage must include technology and professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management and public relations services). Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of the Contractor or an independent contractor working on behalf of the Contractor in performing services under this Agreement. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for any data breach indemnity in this Agreement, for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations and crisis management, and other data breach mitigation services resulting from a confidentiality or security breach by or on behalf of the Contractor. Contractor shall furnish evidence of coverage at the time of any bid or proposal, and upon request at any time during the term of the Agreement.

B. Protecting Personal Identifying Information. Utah Code 63A-19-101 et seq. requires governmental agencies to follow specific standards to protect personal data privacy. Consistent with Utah Code 63A-19-401(4)(a), Contractor acknowledges that Contractor is also required to comply with the relevant requirements of this chapter with regard to the personal data processed or accessed by Contractor as part of Contractor's duties under the Agreement to the same extent as required of the governmental entity.

Delivery/Shipping

The Contractor/Supplier shall be responsible for all delivery, shipping, transportation, and handling charges and shall include these costs in the bid schedule. Delivery and Shipping costs will not be paid as a separate line item

Inspection

Testing or work to determine contract compliance shall be performed by the Contractor. Such testing shall comply with American Public Works Association (APWA) standards for all applicable materials and placement of those materials. Copies of test results must

be provided to, and approved by, the County Project Manager prior to final acceptance of project.

Final acceptance and inspection of completed work shall be performed by the County Project Manager.

Insurance

The insurance required by the Utah County Standard Terms and Conditions shall name "Utah County, 100 East Center, Provo, Utah 84606" as a Certificate Holder.

The Contractor shall file all required certificates of insurance with the Utah County Public Works Department in a timely manner following the Closing Date for Receipt of Bids and prior to commencing any work.

Keys

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

Legal

The Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

License

The Contractor shall have a current "Business License", issued by the county or city in which the Contractor's business is located, and shall provide proof of such license prior to the commencement of said work.

The Contractor shall be a licensed "General Contractor" through the State of Utah, Utah Division of Occupational and Professional Licensing, to perform construction work in this State. The Contractor shall provide proof of such license prior to the commencement of said work.

Payment

Payment shall be required in the manner prescribed in the Utah County Standard Terms and Conditions. All bills must be signed and dated by both the Contractor and the County Project Manager before the payment process can commence. Each bill shall itemize the work performed and shall show progress of the work that can be verified. Actual payment will be based upon inspection by the County Project Manager who will certify that the work has been performed in a workmanlike manner. **In accordance with Utah Code §13-8-5, Utah County may retain five percent (5%) of all payments to the Contractor or such other sums as authorized thereby until the end of the project.** Final payment of any sums retained will be paid thirty (30) days after request after approval of work by final inspection.

The County Project Manager 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. He will also decide all questions which may arise as to the acceptable fulfillment of the Agreement on the part of the Contractor.

Payments may be withheld from the Contractor by the County in order to protect or offset the County from loss due to:

A. Defective work not remedied.
B. Liens or claims filed or reasonable evidence of probable filing.
C. The Contractor's failure to promptly pay subcontractors for labor and/or materials accepted by the Contractor.
D. The County's reasonable doubt that the project can be completed for the unpaid balance of the contract price.
E. Damage to another contractor.
F. Failure to maintain scheduled progress.
G. Any other failure of the Contractor which results in liability for the County.

Safety Requirements

In order to protect the life and health of employees and the general public in the performance of this Agreement, the Contractor shall comply with the general safety orders covering Utah industries, issued by the Industrial Commission of Utah and Occupational Safety and Health Act of 1970. Nothing in the Agreement shall relieve the Contractor of responsibility assigned in the Specifications, State Industrial Commission's requirements, or state and local laws and ordinances.

The Contractor agrees to hold Utah County and the County's Engineer free and harmless from any and all damages/claims that may occur during the construction operations of this Agreement. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this Agreement and construction operations.

The County Public Works Director or the County Project Manager will have the authority by written order to suspend work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the Agreement; for failure to carry out orders; for such periods as he may deem 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.

Sales Tax

The Contractor shall be responsible for including in their bid schedule, not as a separate line, any sales tax charges for products, materials, or other items that the Contractor will be purchasing. The Contractor will not be allowed to use the County’s sales tax exemption number to purchase products, materials or other items that the Contractor will be installing as part of the agreement on the County’s behalf.

Supervision of Work

The County Public Works Director shall have full supervisory powers in determining the extent of the construction on the project. Compensation shall be based upon logbooks maintained by the County Project Manager as a percentage of work completed and payment terms described under General Requirements. All decisions concerning the extent and acceptability of the work and the quality of all materials shall rest solely with the County Public Works Director.

Surveying

The Contractor shall be responsible for all construction staking.

The Contractor will be responsible for furnishing, maintaining, or restoring all survey monuments and reference marks within the project site. Contact the County Surveyor to obtain permits for section corners and monuments before any work begins.

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 at no additional cost to the County. **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.

The Contractor shall be responsible to protect in place all utilities shown or not shown on this plan.

The Contractor shall be responsible for providing all water, power, sanitary facilities, and telephone services as required for the Contractor's use during construction.

STATEMENT OF APPLICABLE STANDARDS

All work performed by the Contractor shall meet or exceed all applicable specifications listed in the publications American Public Works Association – Manual of Standard Specifications and Manual of Standard Plans, current edition, published by the Utah Chapter of the American Public Works Association, hereinafter referred to as "APWA Standard Specifications and Standard Plans." All work performed by the Contractor shall also comply in every respect with the plans referred to as "Spanish Fork River Park Pipe Fence" (the Drawings), which are attached hereto and incorporated herein by this reference. Where conflicts arise, the most stringent code will apply.

Where the plans or specifications describe portions of the work in general terms but not complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

It is intended that these plans and specifications require all labor and materials necessary and proper for the work contemplated and that the work be completed in accordance with their true intent and purpose. The Contractor shall notify the County Project Manager immediately regarding any discrepancies or ambiguities which may exist in the plans or specifications. The County Project Manager's interpretation thereof shall be conclusive.

SPECIFICATIONS MEASUREMENT AND PAYMENT

GENERAL

A. CONTRACTOR will adhere to all applicable standards and specifications as referenced on page 16.
B. CONTRACTOR will attend all preconstruction and construction conferences and weekly meetings.
C. CONTRACTOR will take all measurements and compute all quantities.
D. COUNTY PROJECT MANAGER will verify measurement and quantities.
E. CONTRACTOR will provide all equipment, workers, and survey crews to make measurements.
F. Units of measurement are listed in the bid schedule(s).

1. GENERAL CONDITIONS (Lump) APWA 00 72 00

Permits Section 6.7

The contractor must obtain all the necessary permits and agreements and pay all applicable fees prior to any construction activities. Contact Utah County Public Works, and other applicable agencies for permits and inspections required for any work conducted within Utah County's public right-of-way and utility easements.

Use of Premises Section 6.10

The Contractor agrees to:

A. Be responsible for removing and disposing of all trash, scrap and unused material at their own expense in a timely manner.
B. Be responsible for maintaining the site in a neat, safe and orderly manner at all times.
C. Be responsible for their own safety, traffic control, permits, retesting and re-inspections at their own expense.
D. Unless otherwise noted all excess soils and materials shall become the property of the Contractor and shall be lawfully disposed of offsite at the Contractor's expense.
E. Immediately remove any construction debris or mud tracked onto existing roadways.
F. Repair any excavation or pavement failures caused by his construction.

Testing & Inspections Section 13.3

Testing or work to determine contract compliance shall be performed by the Contractor. Such testing shall comply with APWA standards for all applicable materials and placement of those materials. Copies of test results must be provided to, and approved by, the County Project Manager prior to final acceptance of project.

Payment includes all costs incidental as specified in General Conditions 00 72 00 as a lump sum.

2. MOBILIZATION AND DEMOBILIZATION (Lump) APWA 01 71 13

Payment includes the cost of mobilization, demobilization and installation of temporary facilities.

3. FENCE REMOVAL (LF) APWA 32 01 10

A. Payment includes all labor, equipment, and materials necessary to remove and dispose of the existing fencing, including posts, wire, rails, gates, footings, and any associated components.
B. All work shall be in accordance with APWA 32 01 10, 32 31 16, and the project drawings.

4. 2-3/8" DRILL PIPE FENCE (LF) APWA 32 31 16

Payment includes all labor, equipment, and materials necessary to construct and install the 2-3/8" drill pipe fence including posts, rails, footings, and any associated components as per the construction drawings. This bid item includes the install of the Pedestrian Access.

5. 16' GATE (LUMP) APWA 32 31 16

Payment includes all labor, equipment, and materials necessary to construct and install the 16' gate as per the plan drawings and include fabrication, posts, rails, gates, footings, and all associated components.

6. PARK ENTRANCE GATES (LUMP) APWA 32 31 16

Payment includes all labor, equipment, and materials necessary to construct and install a double 12' gate system as per the plan drawings and include fabrication, posts, rails, gates, footings, and all associated components.

7. PARK ENTRANCE BOW (LUMP) APWA 32 31 16

Payment includes all labor, equipment, and materials necessary to construct and install the gate bow as per the plan drawings and include fabrication, posts, rails, gates, footings, and all associated components.

END OF SECTION

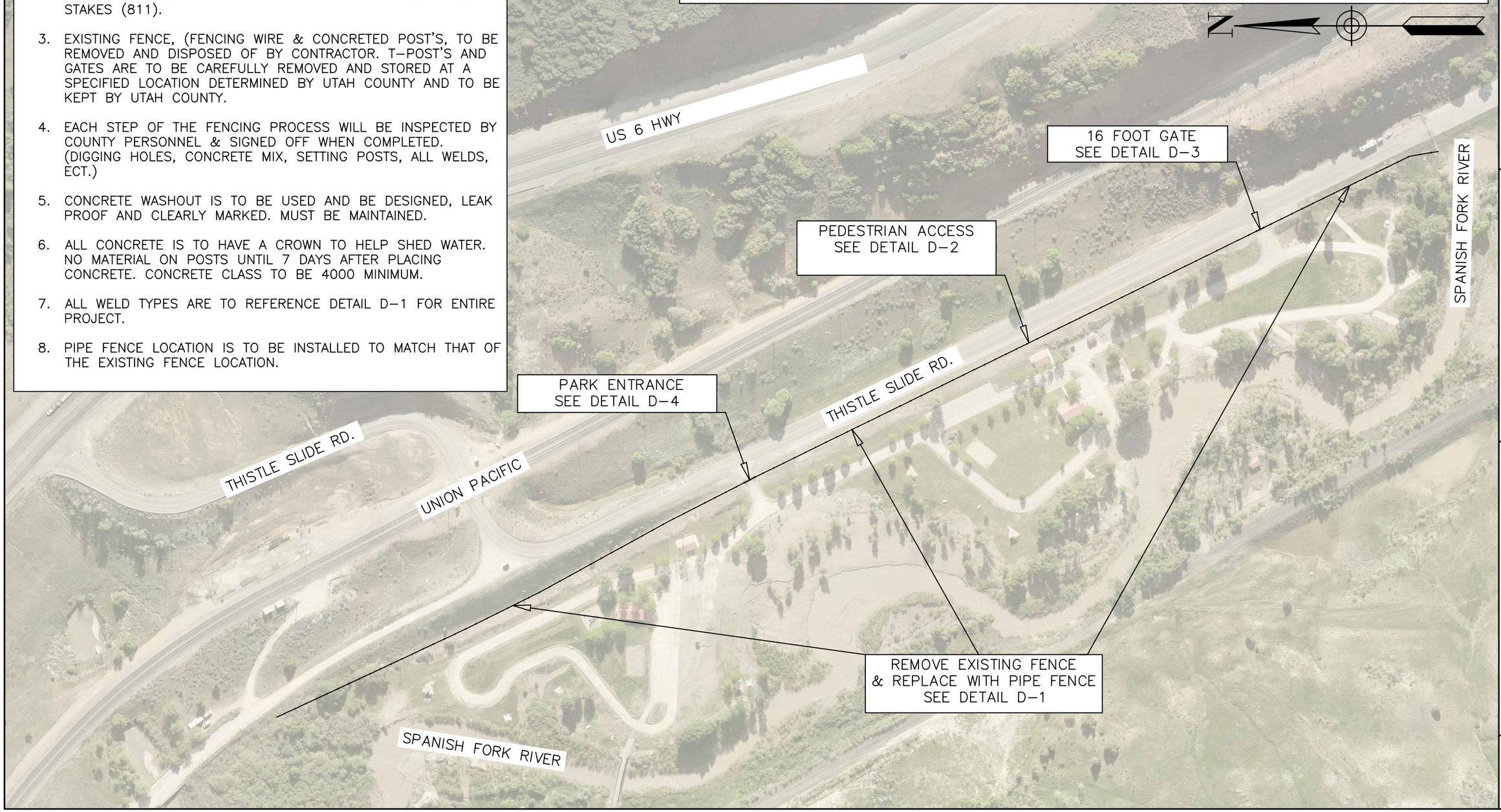
ATTACHMENT A

PLANS "Spanish Fork River Park Pipe Fence"

UTAH COUNTY
SPANISH FORK RIVER PARK
PIPE FENCE

GENERAL PROJECT NOTES:

1. CURRENT ADOPTED AMERICAN PUBLIC WORKS ASSOCIATION (APWA) 2017 SPECIFICATIONS FOR UTAH COUNTY SHALL BE APPLIED TO ALL CONSTRUCTION.
2. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATION(S) AND DEPTH(S) OF ALL UTILITIES IN PROJECT BOUNDARIES OR AFFECTED AS PART OF THE PROJECT COMPLETION. CONTRACTOR TO VERIFY ALL UTILITY DETAILS WITH UTILITY COMPANY REPRESENTATIVE AND UTILITY MARKING SERVICES I.E. BLUE STAKES (811).
3. EXISTING FENCE, (FENCING WIRE & CONCRETED POST'S, TO BE REMOVED AND DISPOSED OF BY CONTRACTOR. T-POST'S AND GATES ARE TO BE CAREFULLY REMOVED AND STORED AT A SPECIFIED LOCATION DETERMINED BY UTAH COUNTY AND TO BE KEPT BY UTAH COUNTY.
4. EACH STEP OF THE FENCING PROCESS WILL BE INSPECTED BY COUNTY PERSONNEL & SIGNED OFF WHEN COMPLETED. (DIGGING HOLES, CONCRETE MIX, SETTING POSTS, ALL WELDS, ECT.)
5. CONCRETE WASHOUT IS TO BE USED AND BE DESIGNED, LEAK PROOF AND CLEARLY MARKED. MUST BE MAINTAINED.
6. ALL CONCRETE IS TO HAVE A CROWN TO HELP SHED WATER. NO MATERIAL ON POSTS UNTIL 7 DAYS AFTER PLACING CONCRETE. CONCRETE CLASS TO BE 4000 MINIMUM.
7. ALL WELD TYPES ARE TO REFERENCE DETAIL D-1 FOR ENTIRE PROJECT.
8. PIPE FENCE LOCATION IS TO BE INSTALLED TO MATCH THAT OF THE EXISTING FENCE LOCATION.



UTAH COUNTY PUBLIC WORKS
ENGINEERING DIVISION
2855 South State Provo, Utah 84606

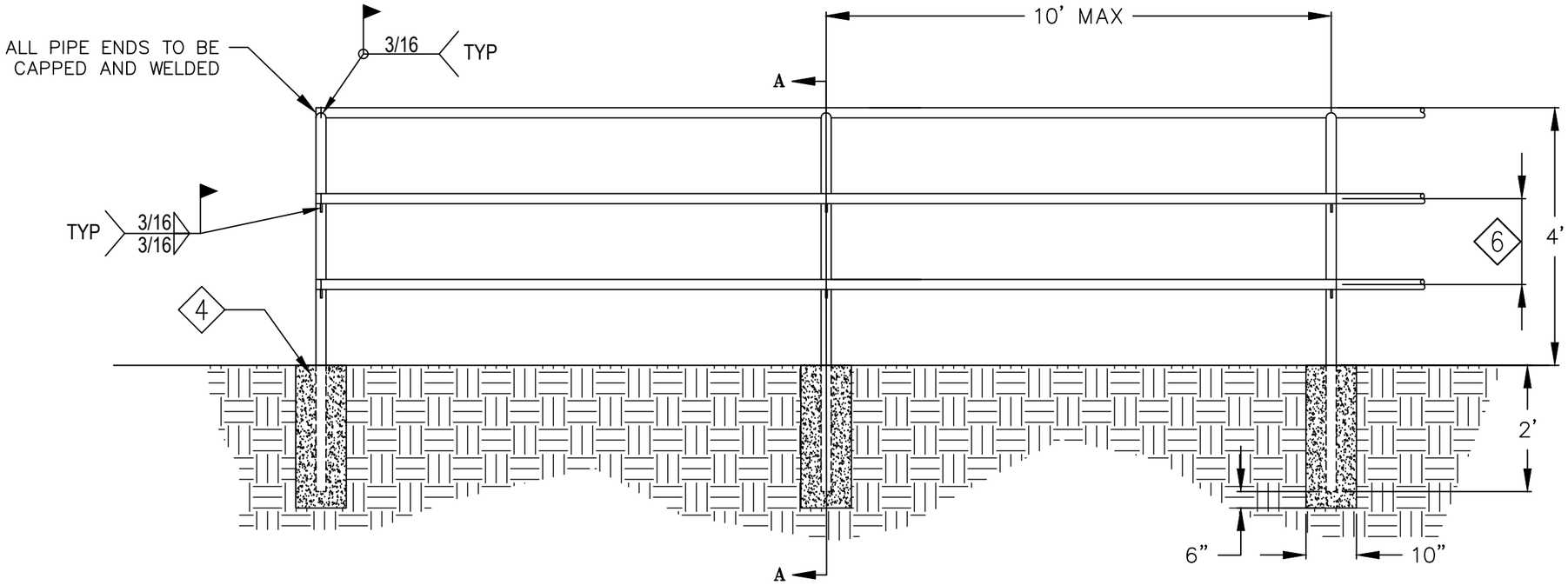
REVISIONS:

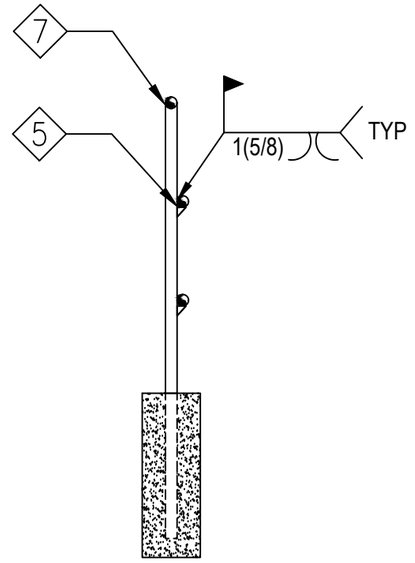
DATE: 4/7/2026
SCALE: NTS
DRAWN BY: TH

UTAH COUNTY
SPANISH FORK RIVER PARK
PIPE FENCE

COVER

2-3/8" DRILL PIPE FENCE





A–A
NTS

NOTES:

1. FENCE TO BE BUILT WITH 2–3/8" DRILL PIPE.
2. WELDING RODS TO BE 6010 OR 6011 WELDED WITH AN ARC WELDER THAT PUTS OUT 220 AMPS OR LARGER.
3. ALL OPEN END PIPE MUST BE CAPPED.

4 ALL POST'S TO BE INSTALLED WITH WET CONCRETE.

5 CONCRETE CLASS TO BE 4000 MINIMUM.

6 HANGERS TO BE USED ON LOWER 2 RAILS AND TO BE 1/4" TRIANGLES.

7 RAILS TO BE EVENLY SPACED ON CENTER.

NOTES:

8. TOP OF POST TO BE SADDLED/NOTCHED FOR TOP RAIL.

Utah County
PUBLIC WORKS

UTAH COUNTY PUBLIC WORKS
ENGINEERING DIVISION
2855 SOUTH STATE PROVO, UTAH 84606

REVISIONS:

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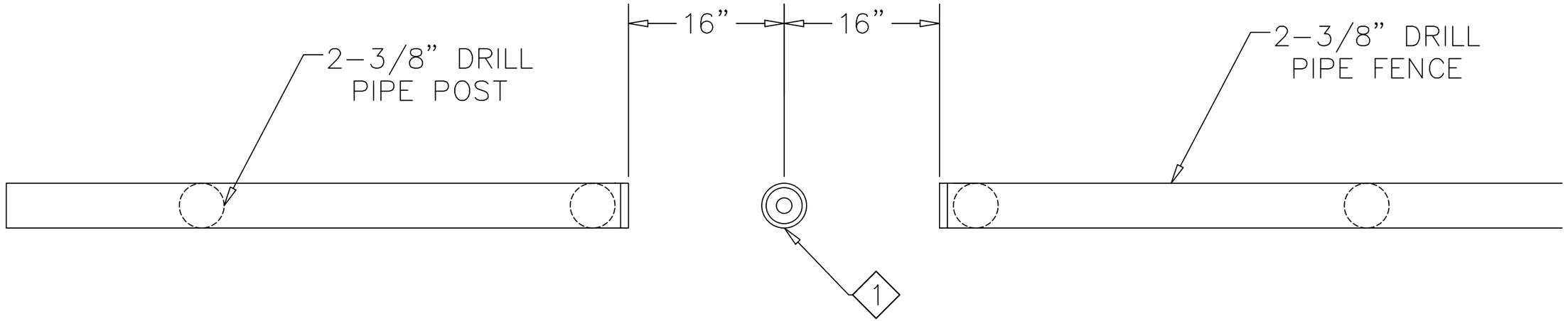
UTAH COUNTY
SPANISH FORK RIVER PARK
PIPE FENCE

SHEET NUMBER
DT-1

PEDESTRIAN ACCESS
NTS



NOTES:

1. CAPPED POST SHALL HAVE NO BURRES/EDGES AS TO CAUSE INJURIES TO THE PUBLIC.

Utah County
PUBLIC WORKS

UTAH COUNTY PUBLIC WORKS
ENGINEERING DIVISION
2855 SOUTH STATE PROVO, UTAH 84606

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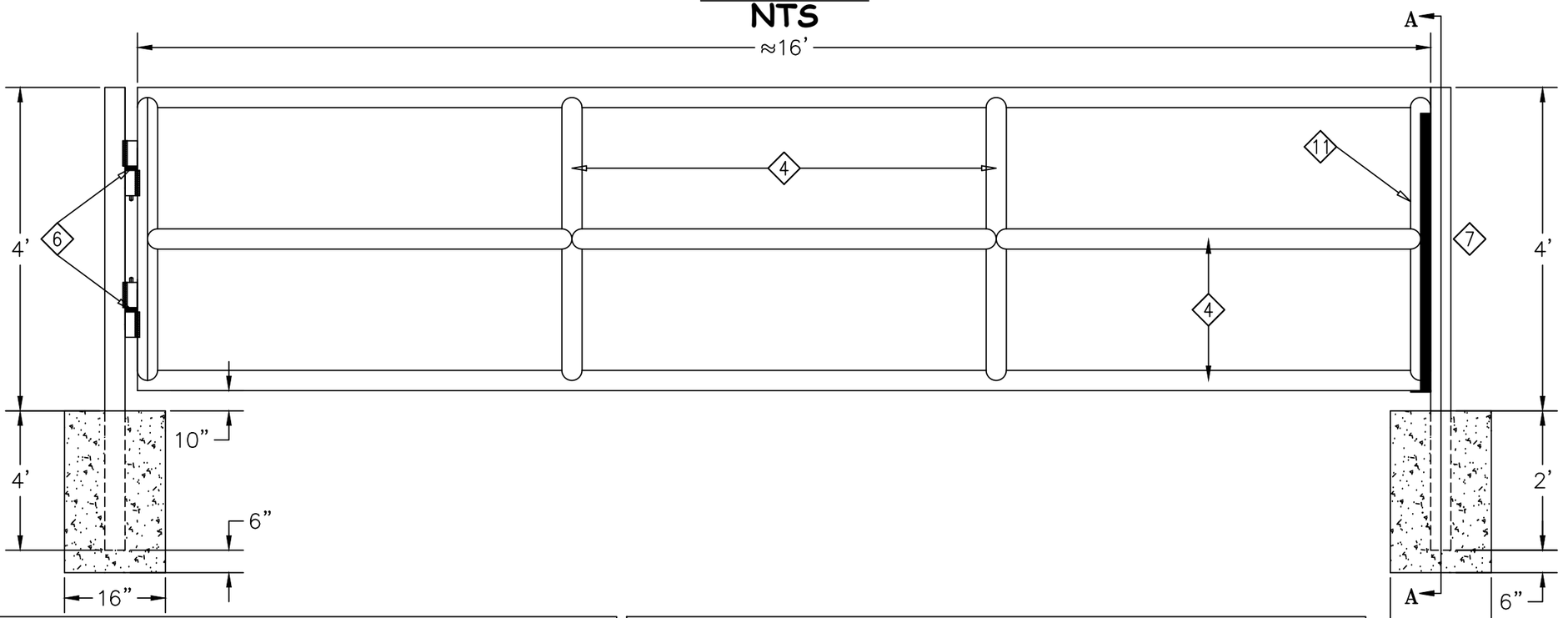
UTAH COUNTY
SPANISH FORK RIVER PARK
PIPE FENCE

SHEET NUMBER
DT-2

≈16' GATE
NTS

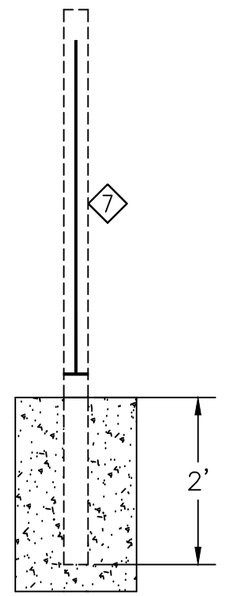


NOTES:

1. GATE TO BE BUILT WITH 2–3/8” DRILL PIPE.
2. WELDING RODS TO BE 6010 OR 6011 WELDED WITH AN ARC WELDER THAT PUTS OUT 220 AMPS OR LARGER.
3. ALL OPEN END PIPE MUST BE CAPPED.
4. HORIZONTAL & VERTICAL PIPE TO BE EVENLY SPACED.
5. GATE POST’S TO BE INSTALLED WITH WET CONCRETE.
6. HEAVY DUTY BULLET HINGES TO BE INSTALLED & MEET WEIGHT REQUIREMENTS.
7. LATCH POST TO HAVE STOP BAR & SHELF FOR GATE. 1/4” THICK.
8. A SECONDARY LATCH POST TO BE INSTALLED, COORDINATE FINAL LOCATION WITH UTAH COUNTY PERSONAL.
9. GATE TO BE INSTALLED TO OPEN IN TOWARDS THE PARK.
10. GATE LENGTH MAY NEED TO BE ADJUSTED.

NOTES:

11. CHAIN TO BE WELDED ONTO GATE.
12. GATE IS TO MATCH SAME WELD TYPE OF THAT REQUIRED ON THE FENCE. REFER TO DETAIL DT–1 FOR REFERENCE.
13. GATE PIPE IS TO BE COPED AS ILLUSTRATED IN DETAIL, VERIFY WITH UTAH COUNTY PERSONAL.
14. CONCRETE CLASS TO BE 4000 MINIMUM.



A–A
NTS

Utah County
PUBLIC WORKS

UTAH COUNTY PUBLIC WORKS
ENGINEERING DIVISION
2855 SOUTH STATE PROVO, UTAH 84606

REVISIONS:

DATE: 4/7/2026
SCALE: NTS
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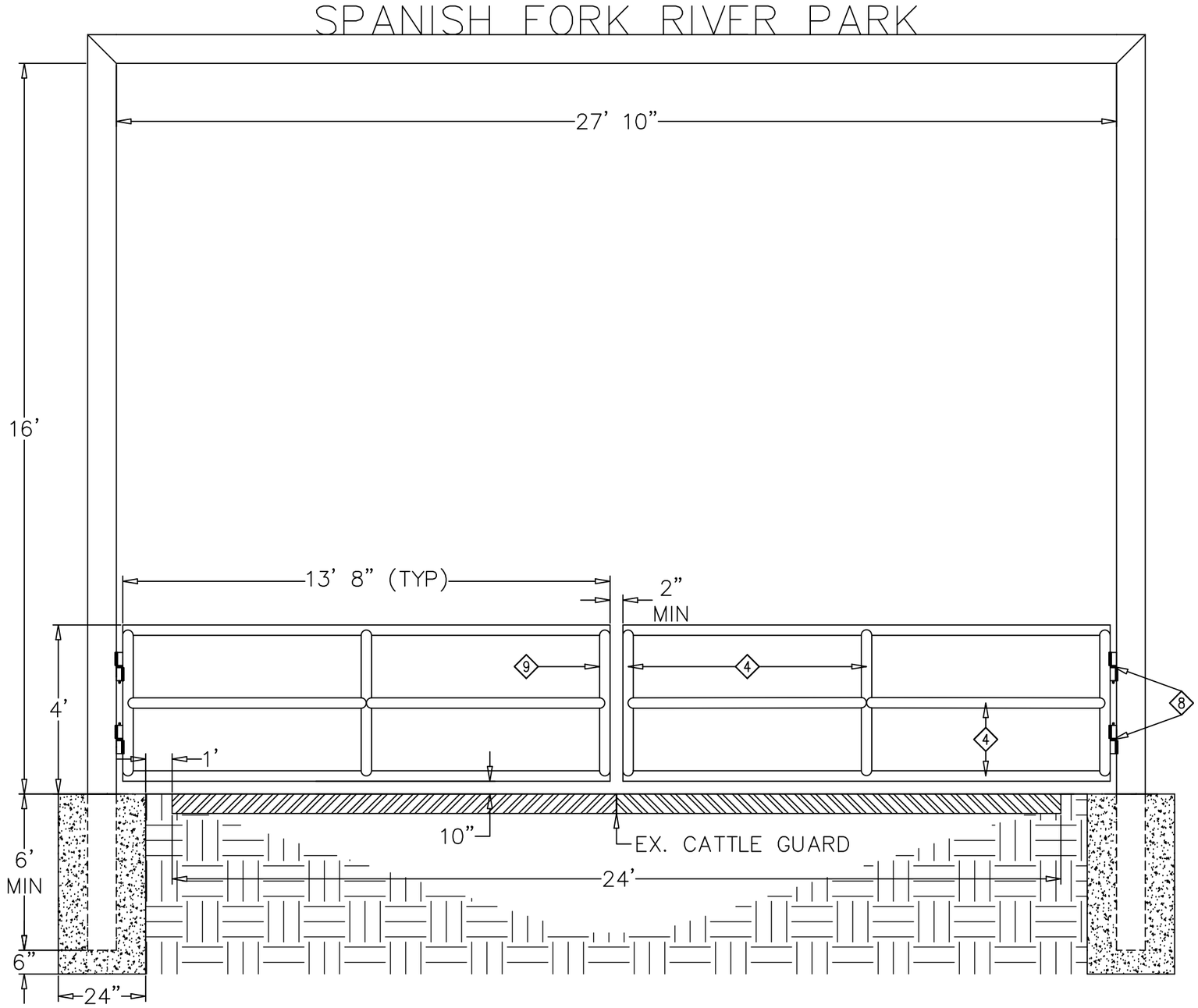
UTAH COUNTY
SPANISH FORK RIVER PARK
PIPE FENCE

SHEET NUMBER
DT-3

PARK ENTRANCE
NTS

NOTES:

1. GATE'S TO BE BUILT WITH 2–3/8" DRILL PIPE.
2. BOW TO BE BUILT WITH 6"X6" PIPE & INSTALLED IN WET CONCRETE.
3. GATE ENTRANCE DIMENSIONS ARE APPROXIMATE, CONTRACTOR IS TO VERIFY IN FIELD AND ADJUST AS REQUIRED TO MEET MINIMUM GATE DIMENSION AS COORDINATED WITH UTAH COUNTY PERSONAL.
4. ◇4 HORIZONTAL & VERTICAL PIPE TO BE EVENLY SPACED ON GATE.
5. "SPANISH FORK RIVER PARK" LETTERING TO BE 10" TALL & 1/4" THICK. LETTERING IS TO BE WELDED ON TOP OF BOW.
6. WELDING RODS TO BE 6010 OR 6011 WELDED WITH AN ARC WELDER THAT PUTS OUT 220 AMPS OR LARGER.
7. ALL OPEN END PIPE MUST BE CAPPED.
8. ◇8 HEAVY DUTY BULLET HINGES TO BE INSTALLED & MEET WEIGHT REQUIREMENTS.
9. ◇9 CHAIN IS TO BE WELDED ONTO END OF GATE FOR LOCKING CAPABILITIES.
10. GATES ARE TO MATCH SAME WELD TYPE OF THAT REQUIRED ON THE FENCE. REFER TO DETAIL DT–1 FOR REFERENCE.
11. GATE PIPE IS TO BE COPED AS ILLUSTRATED IN DETAIL. VERIFY WITH UTAH COUNTY PERSONAL.
12. GATE'S ARE TO BE INSTALLED TO OPEN IN TOWARDS THE PARK.
13. 2 LATCH POST'S TO BE INSTALLED, PLEASE REFERENCE DT–3. COORDINATE FINALE LOCATION WITH UTAH COUNTY PERSONAL.
14. GATES ARE TO CENTER OFF OF CATTLE GUARD.
15. CONCRETE CLASS TO BE 4000 MINIMUM.



Utah County PUBLIC WORKS

UTAH COUNTY PUBLIC WORKS
ENGINEERING DIVISION
2855 SOUTH STATE PROVO, UTAH 84606

REVISIONS:

DATE: 4/7/2026
SCALE: NTS
DRAWN BY: TH

UTAH COUNTY
SPANISH FORK RIVER PARK
PIPE FENCE

SHEET NUMBER
DT-4

ATTACHMENT B

CONTRACTOR'S BID SCHEDULE

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

B.1 BID PRICE:

Each Bidder shall complete the line-item cost summary below. The specified "Total Cost" shall become the bidder's "Total Bid Price" for completion of this project.

SPANISH FORK RIVER PARK PIPE FENCE

Item	APWA	DESCRIPTION	Unit	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	00 72 00	General Conditions	Lump	1		
2	01 71 13	Mobilization and Demobilization	Lump	1		
3	32 01 10	Fence Removal	LF	2,642		
4	32 31 16	2-3/8" Drill Pipe Fence	LF	2,642		
5	32 31 16	16' Gate	Lump	1		
6	32 31 16	Park Entrance Gates	Lump	1		
7	32 31 16	Park Entrance Bow	Lump	1		
					TOTAL COST:	

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.

B.2 CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections, Exhibits, Addendums, and Attachments of this Invitation to Bid for Spanish Fork River Park Pipe Fence. 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, and reflect a careful examination of the site of the work, the Specifications, the Drawings and form of the agreement, all of which are made a part hereof. I/my company propose(s) to furnish all labor, equipment, tools and machinery, and to furnish and deliver all materials not specifically mentioned as being furnished by the local agency, which are required in construction.

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.

The undersigned further proposes to execute the attached agreement within five working days after the date of the award, and to begin work within five working days after being notified to do so by the local agency, and to complete the same on or before December 11, 2026 after the signing of the agreement by both parties. It is understood that Utah County has the right to reject this bid or to accept it at the price listed above and the prices located in the Bidding Schedule.

_____	_____
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: (____) _____.

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

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: _____
UEI SAM.gov 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: _____
_____
_____
_____

	YES	**NO**
Are there any judgments, suits or claims pending against your company? If yes, attach a written explanation.	□	□
Has your company operated under any other name (s)? If yes, attach a written explanation.	□	□

	YES	NO
Has your firm failed to complete a contract within the last five years? If "yes" attach explanation.	□	□
Has your firm or any partner or officers ever been involved in any bankruptcy action? If "yes" attach explanation.	□	□
Has your firm ever been listed on the Excluded Parties List System?	□	□
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.	□	□

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 B

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH)
)SS
COUNTY OF UTAH)

Invitation to Bid
for
Spanish Fork River Park Pipe Fence

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 _____ 2026A.D.
My Commission Expires _____
Residing at _____
_____ Seal
_____

By: _____ Notary Public

EXHIBIT C

SAMPLE AGREEMENT WITH STANDARD TERMS & CONDITIONS

Utah County
HEART of UTAH

AGREEMENT No. 20___-_____

AGREEMENT

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

Name: _____ Contact Person: _____

Address: _____ Phone #: _____

City: _____ State: _____ Zipcode: _____ Email: _____

Legal Status of Contractor:
☐ Sole Proprietor ☐ Non-Profit Corporation ☐ Limited Liability Company (LLC)
☐ Partnership ☐ For-Profit Corporation
☐ Government Department: _____

1. PURPOSE OF CONTRACT

This agreement is to obtain the following products, services, or products and services (be specific):

_____

_____

_____

2. CONTRACT COSTS

Contractor will be:

☐ paid a maximum of $_____ for costs authorized by this agreement;
☑ compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.

3. CONTRACT PERIOD

The term of this agreement shall commence on: ☐ _____, or ☑ the date of execution of this agreement. This agreement shall terminate on _____ unless terminated early or performance has been completed.

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

☑ A: Utah County Standard Terms and Conditions
☑ B: CONTRACTOR's Proposal
☐ C: Special Provisions
☐ D: Utah County Procurement Compliance
☐ E: General Liability and Workers Compensation Certificate
☐ F: _____
☐ G: _____
☐ H: _____

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on _____ of _____ 20____.

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

By: _____
Deputy Utah County Attorney

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
SKYLER BELTRAN, Chair

CONTRACTOR

By: _____
Its: _____

ATTACHMENT A:
UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. DEFINITIONS. The following terms shall have the meanings set forth below:

(A) The "Agreement" consists of the following documents:

(i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor, or, an unsigned Purchase Order (PO);

(ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and

(iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) "Contractor" means the individual or entity delivering the Products and Services identified in the Agreement. The term "Contractor" shall include the individual's or entities' agents, officers, employees, and partners.

(C) The "County" means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) "Products" means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page, including any products described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(E) "Services" means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page, including any services described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(F) "Subcontractors" mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

2. EXTRA WORK.

(A) 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 Agreement or the attached Contractor's proposal (if any) but determined by the 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 and unforeseeable. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County.

3. PAYMENT. Payments from the County are normally made within thirty (30) days following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

4. OWNERSHIP IN INTELLECTUAL PROPERTY. The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and

ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information or hosting credentials; advertising materials, including any content or work product; images; newsletters; and intellectual property, including derivative works, created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information or credentials necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

5. INSURANCE.

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars ($3,000,000) per occurrence, or in a lesser amount if explicitly authorized and identified on the Utah County Agreement cover page. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish and maintain a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors or a waiver of coverage that complies with the Utah Code Title 34A, Chapter 2, Workers' Compensation Act, as amended.

(C) If Contractor will have County network access, provide software, hardware or data hosting services, or receive, store, or use High Sensitivity Data in connection with this Agreement, Contractor shall maintain cyber liability insurance for the term of this Agreement or for as long as Contractor has access to the County network or High Sensitivity Data, whichever is longer. High Sensitivity Data for the purposes of this Agreement refers to (i) protected health information regulated by the Health Insurance Portability and Accountability Act (HIPAA), (ii) patient identifying information regulated by 42 CFR Part 2, (iii) Utah Criminal Justice Information System (UCJIS) data, (iv) payment card industry data (PCI), or (v) personal data, as regulated by the Utah Government Data Privacy Act (Utah Code Title 63A, Chapter 19, as amended), if related to more than 1,000 individuals. This insurance shall have a minimum limit of three million dollars ($3,000,000) for each occurrence. Contractor shall furnish evidence of coverage prior to Agreement execution in the form of a certificate of insurance (COI) acceptable to County. Failure to notify County of material changes to coverage or to maintain acceptable levels of coverage shall be a material breach of this Agreement.

6. DATA PRIVACY. If Contractor, as part of this agreement or transaction, will receive or work with County information, or if they will be gathering data on behalf of the County, Contractor will be required to comply with the Utah Code Title 63A, Chapter 19 as applicable. Utah Code Title 63A, Chapter 19 requires governmental agencies to follow specific standards to protect personal data privacy. Consistent with Utah Code § 63A-19-401(4), Contractor acknowledges that Contractor and any Subcontractor, are also required to comply with the relevant requirements of this chapter regarding the personal data processed or accessed by Contractor or Subcontractor as part of Contractor's duties under the Agreement to the same extent as required of the governmental entity.

7. GOVERNING LAW AND VENUE. The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.

8. COMPLIANCE WITH LAWS AND REGULATIONS. At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and

state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify 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 all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement. To the extent that Contractor uses, stores, transfers, or manipulates any data in the performance of its obligations, Contractor will further comply with all applicable privacy and data laws and regulations from any jurisdiction in the United States and any locations where data is or may be stored.

9. **EMPLOYMENT STATUS VERIFICATION.** Contractor shall register and participate in the Status Verification System and comply with Utah Code § 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code § 63-G-12-302 from each of its contractors and subcontractors.

10. **INDEPENDENT CONTRACTOR.** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. As between the parties to the Agreement, Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.

12. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY.** Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right arising from this Agreement.

13. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to Title 63G, Chapter 7, the Governmental Immunity Act of Utah, as amended (the "Act"). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act. For claims where immunity is not retained, County shall, under no circumstances, be liable for Contractor's indirect losses, including but not limited to consequential, punitive, or special damages.

14. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County's obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement

and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.

15. SALES TAX EXEMPTION.

a. Service Contract: If Contractor is providing services (e.g., building a road, remodeling a building, cleaning up waste, consulting, interpreting, providing medical or financial services, etc.), the Contractor may not use the County's tax exempt number to purchase goods necessary for the execution of this Agreement.

b. Goods Contract: If the Contractor is providing goods, the County's sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County's funds and used in the exercise of that entity's essential functions. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.

16. CONFIDENTIALITY. Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor's performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor's firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law. Any employee or member of Contractor's firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to County written commitments to that effect from each such recipient of information.

17. TERMINATION. Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for approved services rendered prior to the date of termination, subject to any offsetting claims by the County.

18. FORCE MAJEURE. The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

19. SEVERABILITY OF AGREEMENT. The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.

20. LEGAL SUPPORT. Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

21. NO PRESUMPTION. Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement 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.

22. **WARRANTY.** To the maximum extent permitted under Utah State law, Contractor warrants to the County that all services and materials furnished under the Agreement will be of the 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.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, 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 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 defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include, without limitation, the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, 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 the Agreement.

23. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.

24. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by 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, if applicable.

25. **CONDITION AND TITLE.** The products delivered by Contractor to the County shall be new and free of all faults and defects. Upon payment of the purchase price by the County to Contractor, Contractor shall provide the County with clear title, free and clear of all liens and encumbrances, if applicable.

26. **INTERPRETATION OF AGREEMENT.** 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.

27. **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, including by email to the contact person for Contractor at the email address identified on the Utah County Agreement cover page.

28. **AUTHORIZED SIGNATORIES, COUNTERPARTS AND FACSIMILE SIGNATURES.** Each Party represents and warrants that the individual signing this Agreement on behalf of such Party is duly authorized to execute and deliver this Agreement and to bind such Party to all of its terms and obligations herein. The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.

29. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.

30. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.

31. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.

32. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.

33. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property**, **Section 11. Indemnification**, **Section 12. Indemnification Relating to Intellectual Property**, and **Section 16. Confidentiality**.

34. **GRAMA.** Contractor is hereby informed that County is a governmental entity and thus subject to Utah Code Title 63G, Chapter 2, Government Records Access and Management Act, as amended ("GRAMA"). Pursuant to GRAMA, certain records within County's possession or control (including this Agreement) may be subject to public disclosure. County hereby informs Contractor that any person or entity that provides County with records that such person or entity believes should be protected from disclosure for business reasons must provide County with the record, and written claim of business confidentiality, and a concise statement supporting the claim. Notwithstanding the foregoing, County may disclose any information or record as required by GRAMA or other law.

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

Revised August 3, 2026