



REQUEST FOR QUOTATION

2010-19S

June 1, 2010

The above number must appear on all quotations and related correspondence.

THIS IS NOT AN ORDER

**BIDS ACCEPTED NO LATER THAN:
3:00 PM, THURSDAY, JUNE 17, 2010
BID OPENING WILL BE AT 3:30 PM**

**TO: Susan Shepherd, C.P.M.
Utah County Auditors Office
100 East Center, Suite 3600
Provo, UT 84606 (801) 851-8234**

UTAH COUNTY IS ACCEPTING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE AND APPLY PAVEMENT PAINTING ON COUNTY-OWNED ROADS AND PROPERTIES LOCATED THROUGHOUT UTAH COUNTY.

THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, SUPPLIES AND TRAFFIC CONTROL REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS, REQUIREMENTS, AND TERMS OF THE CONTRACT.

******* PLEASE SEE ATTACHED BID SPECIFICATION AND REQUIREMENTS *******

PLEASE INCLUDE THE FOLLOWING ITEMS IN THE BID:

- COMPLETED COST PROPOSAL (EXHIBIT B)
- COMPLETED CONTRACTOR INFORMATION FORM (ATTACHMENT A)
- COMPLETED CERTIFICATE OF NON-COLLUSION (ATTACHMENT B)
- COPY OF BIDDER'S CURRENT LOCAL BUSINESS LICENSE
- PROOF OF REQUIRED INSURANCE
- COMPLETED W-9 FORM

PLEASE DIRECT ALL QUESTIONS TO:

GLEN TANNER
SENIOR ENGINEERING TECHNICIAN
UTAH COUNTY PUBLIC WORKS DEPARTMENT
2855 SOUTH STATE
PROVO, UT 84606
801-851-8688

SEALED BIDS SHOULD BE MAILED OR HAND DELIVERED TO: SUSAN SHEPHERD, UTAH COUNTY PURCHASING AGENT, 100 EAST CENTER, SUITE 3600, PROVO, UTAH 84606, AND SHOULD BE CLEARLY MARKED "SEALED BID." PLEASE REFERENCE BID #10-19S ON ALL DOCUMENTS PERTAINING TO THIS BID. ALL BIDS ARE DUE ON THURSDAY, JUNE 17, 2010, AT 3:00 P.M. AND OPENED AT 3:30 P.M. NO LATE BIDS WILL BE ACCEPTED.

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.

SUSAN SHEPHERD, C.P.M.
PURCHASING AGENT

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

**INVITATION TO BID
for
PAVEMENT PAINTING**

CLOSING DATE
FOR RECEIPT OF BIDS: Thursday, June 17, 2010

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

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

TABLE OF CONTENTS

1. INVITATION TO BID. 1
 Intent 1
 Procedure. 1
 Bid Organization. 1
 Questions and Clarifications. 2
 Acceptance of Bid. 2
 Disqualification of Bid. 2
 Disposition of Bids. 2
 Evaluation Criteria. 2
 General. 3
 Interpretation of ITB. 3
 Proprietary Information. 3
 Rules of Procurement. 3
 Successors of Interest. 4

A. SPECIFICATIONS. Exhibit A
 Scope A-1
 Preparation. A-1
 Paint A-2
 Glass Spheres. A-2
 Application. A-2
 Removal. A-2
 Quality Control. A-3
 Traffic Control. A-3
 Centerline Striping. A-3
 Shoulder Striping. A-4
 Railroad Painted Pavement Markings. A-4
 Painted Pavement Messages. A-5
 Painted Pavement Symbols. A-5
 Painted Crosswalks. A-5
 Parking Lot Striping. A-6
 Completion Dates. A-6

CONTRACTOR COST PROPOSAL. Exhibit B

CONTRACTOR INFORMATION FORM. Attachment A
CERTIFICATE OF NON-COLLUSION. Attachment B
SAMPLE AGREEMENT. Attachment C

1. INVITATION TO BID

1.1 INTENT

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

As specified by County, the Contractor shall provide and apply yellow centerline paint, white shoulder striping paint, white railroad painted pavement markings, white painted pavement messages, white painted crosswalks, and yellow parking lot striping on County-owned roads and properties located throughout Utah County.

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

Pursuant to this ITB an agreement will be executed, a copy of which is attached as Attachment C. The deadlines for completion of various aspects of the work are set forth herein.

1.2 PROCEDURE

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

1.3 BID ORGANIZATION

- A. Each respondent must submit its SEALED bid to the Utah County Purchasing Agent. The envelope containing the bid must be clearly labeled "SEALED BID - PAVEMENT PAINTING". The bid must be delivered to

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

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

- B. The bid must include:
 - 1. Completed Contractor Cost Proposal (Exhibit B)
 - 2. Completed Contractor Information Form (Attachment A).
 - 3. Completed Certificate of Non Collusion (Attachment B).
 - 4. A copy of the bidder's current local business license.
 - 5. Proof of required insurance.

1.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this ITB should be directed prior to the submission deadline date to Glen Tanner, Senior Engineering Technician.

Business Hours: 8:00 a.m. to 5:00 p.m. Mountain Time
Office Number: (801) 851-8600

1.5 ACCEPTANCE OF BID

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

1.6 DISQUALIFICATION OF BID

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

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

1.7 DISPOSITION OF BIDS

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

1.8 EVALUATION CRITERIA

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

1.9 GENERAL

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

1.10 INTERPRETATION OF ITB

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

1.11 PROPRIETARY INFORMATION

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

1.12 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all bids must be submitted in the bid format outlined herein.
- C. All prospective bidders must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Contractor Information Form.

D. Utah County has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must", or "will", in this ITB indicates a requirement or condition from which a material deviation will not be approved by Utah County.

1.13 SUCCESSORS IN INTEREST

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

EXHIBIT A

A SPECIFICATIONS

A.1 SCOPE

- A. The Contractor shall provide and install paint and associated materials for the following approximate quantities of applications:
 - 40 linear miles of yellow road centerline paint
 - 20 linear miles of yellow parkway centerline paint
 - 8 linear miles of white shoulder striping paint
 - 31 sets of white railroad painted pavement markings
 - 13 white painted pavement messages
 - 7 white pavement crosswalks
 - 2,000 linear feet of yellow painted parking stalls

- B. All work and materials shall conform to applicable portions of Utah Department of Transportation (UDOT) Standard Specification 02765 (UDOT 02765) or such other standard as may be adopted by UDOT at the time work is performed, and to the Federal standards set forth in the most current edition of the "Manual on Uniform Traffic Control Devices"(MUTCD).

- C. The Contractor shall supply all materials, labor, mobilization, traffic control, pavement preparation, and clean-up necessary to complete the work specified herein.

A.2 PREPARATION & CLEAN-UP

- A. Pavement preparation shall including but not be limited to brooming, sweeping and cleaning before the application of paint, and all measuring and marking needed for the proper placement of paint. Contractor shall remove dirt, loose aggregate and other foreign material and follow manufacturer's recommendations for surface preparation.

- B. Line Control:
 - 1. Establish control points at 100 ft intervals on tangent and at 50 ft intervals on curves.
 - 2. Maintain the line within 2 inches of the established control points and mark the roadway between control points as needed.
 - 3. Maintain the line dimension within 10 percent of the width and length dimensions defined in UDOT Standard Drawings.

- C. Pavement Message Control:
 - 1. Establish locations for messages in accordance with MUTCD.
 - 2. Finished messages shall be centered in lane and shall be less than six inches from required longitudinal location.

- D. Clean-up shall including but not be limited to removal of spilled paint, overspray, and debris after the completion of the painting work.

A.3 PAINT

The Contractor shall provide and install Acrylic Water Based Pavement Marking Paint meeting all requirements of UDOT 02765 section 2.1, "PAINT".

A.4 GLASS SPHERES

- A. The Contractor shall provide and install Glass Spheres meeting all requirements of UDOT 02765 section 2.2, "GLASS SPHERES (BEADS) USED IN PAVEMENT MARKING PAINT".
- B. ALL roadway marking paint shall include glass spheres.
- C. Parkway and trail marking paint shall not include glass spheres.
- D. Parking lot marking paint shall not include glass spheres.

A.5 APPLICATION

- A. Paint shall be applied when the pavement surface is not wet or moist, and when the air temperature is 50 degrees F and rising.
- B. The paint application shall conform to all requirements and specifications of the manufacturer.
- C. Pavement marking paint shall be applied at the following required wet mil thicknesses as determined by a wet mil gauge in accordance with UDOT 02765 section 3.2, "APPLICATION":
 - 1. 20 - 25 wet mils for all striping.
 - 2. 23 - 40 wet mils for all Crosswalks, Painted Pavement Messages and Symbols.

For information only: Estimated approximate application rate for required mil thickness:

- a. 4 inch Solid Line: From 190 to 240 ft/gal
 - b. 4 inch Broken Line: From 760 to 960 ft/gal
 - c. 8 inch Solid Line: From 95 to 120 ft/gal
- D. Paint installed with less than the specified wet mil thickness may, at the County's sole discretion, be subject to reduction of the price to be paid Contractor in accordance with UDOT 02765 sub-section 1.6.H, "Price Reductions".
 - E. No additional payment shall be made for paint installed in excess of required wet mils in thickness or in excess of required dimensions
 - F. Glass spheres shall be applied at a minimum rate of 8 pounds per gallon of paint for the full dimensions of the painted area.

A.6 REMOVAL

- A. Applied paint that does not comply with these specifications shall, at County's sole discretion, be removed and replaced by Contractor at no additional expense to the County.

- B. Contractor shall use one of the following removal methods.
 - 1. High pressure water spray.
 - 2. Sand blasting.
 - 3. Shot blasting.
- C. Contractor shall use equipment specifically designed for removal of pavement marking material.
- D. Contractor shall not eliminate or obscure non-compliant paint by covering with black paint or any other covering without prior written approval of County.

A.7 QUALITY CONTROL

- A. Contractor shall provide documentation of the manufacturer and production batch identification for the paint used.
- B. Contractor shall verify that the paint and glass spheres are being applied within specified tolerances. prior to and during all applications.
- C. Contractor shall report paint and glass sphere tank volumes prior to and after applications.
- D. Contractor shall protect all installed paint until dry or cured. In the event that an uncured marking is damaged, the marking will be reapplied and track marks left on the pavement will be removed at no additional cost to the County.
- E. Contractor shall repaint, at no additional cost to the County, any marking that fails to meet thickness, glass sphere adherence, or dimensional requirements.
- F. County shall inspect all materials and workmanship to verify compliance with the requirements hereof.

A.8 TRAFFIC CONTROL

The Contractor shall do no work that endangers, interferes, or conflicts with traffic or access to the roadway surface nor shall the Contractor perform any work until proper traffic control and warning devices are in place. The Contractor shall conform to Federal standards for traffic control and warning devices as set forth in the MUTCD. All related costs for traffic control are the responsibility of the Contractor.

A.9 CENTERLINE STRIPING

- A. Roads: The Contractor shall stripe the centerline of approximately forty (40) miles of Utah County roads with approved yellow paint. Centerline striping shall consist of yellow dashes, and in areas where a no passing zone is required, yellow dashes against a solid yellow line, or a double solid yellow line. The specific list of roads shall be determined after the bid.
- B. Parkways: The Contractor shall stripe the centerline of approximately twenty (20) miles of Utah County parkways and trails with approved yellow paint. Centerline striping shall consist of white dashes, solid yellow lines, or solid white lines. The specific list of parkways and trails shall be determined after the bid.

A.10 SHOULDER STRIPING

The Contractor shall stripe the shoulder line of approximately eight (8) miles of Utah County roads with approved white paint. Shoulder line striping shall consist of a solid white line along both edges of the existing asphalt surface. The specific list of roads shall be determined after the bid.

A.11 RAILROAD PAINTED PAVEMENT MARKINGS

- A. The Contractor shall paint approximately thirty-one (31) railroad crossing sites. Twenty-five (25) railroad crossing sites will require two (2) complete sets of white painted pavement markings, two (2) white stop bars, and one (1) double yellow centerline. Four (4) railroad crossing sites shall require three (3) complete sets of white painted pavement markings, two (2) white stop bars and one (1) double yellow centerline. Two (2) railroad crossing sites shall require one (1) complete set of white painted pavement markings, one (1) white stop bar, and one (1) double yellow centerline.
- B. Utah County estimates the average length of the double yellow (no passing) centerline is approximately 450 linear feet per railroad crossing.
- C. Locations: 31 locations, each with two legs unless otherwise indicated:

#	COUNTY ADDRESS	RR MILEPOST	DOT #
UNION PACIFIC RAILROAD (Starting at the North and moving South)			
1.	2900 West on 2000 North	P-756.24	806 934 P
2.	800 West on 6000 South (Three Legs)	P-744.10	806 894 U
3.	6200 South on 1050 West	P-743.65	806 893 M
4.	1800 West on 6800 South (Three Legs)	P-742.32	806 890 S
5.	2800 West on 8000 South	P-740.45	806 885 Y
6.	3600 West on 9200 South (Three Legs)	P-738.70	806 882 A
7.	3900 West on 9600 South (Three Legs)	P-737.96	806 881 T
8.	5100 West on 11950 South	P-734.54	806 870 F
9.	5000 West on 12400 South	P-733.87	806 868 E
10.	12850 South on 5200 West	P-732.50	806 862 N
11.	12900 South on 5600 West	P-731.96	806 859 F
PROVO SPUR			
12.	1050 East King Lane/1500 South	(1400 E 2000 S, Provo)	806 917 Y
13.	2000 South Industrial Parkway/1050 East	(Ironton Hill)	806 920 G
UNION PACIFIC RAILROAD (Starting at the North and moving South)			
14.	9100 West 9600 North (1550 W 1500 N - Lehi)	718.59	254 879 P
15.	8700 West 9200 North (950 W 900 N - Lehi)	717.89	254 881 R
16.	8170 North on 7800 West	716.03	254 892 D
17.	7250 North on 5750 West	713.12	254 897 M
18.	2700 West on 2000 North	704.61	254 908 X
19.	1900 East on 4900 South/Evergreen Rd	693.89	254 741 N
20.	1700 East on 5400 South (One Leg)		
21.	6000 South on Mapleton Slant Rd	692.42	254 743 C
22.	2200 East on 6800 South	691.36	254 745 R
23.	7100 South on 2400 East	690.94	254 746 X
24.	Thistle Slide Rd (Off SR 89/6 SF Canyon)	679.60	254 240 J

TINTIC KEIGLEY QUARRY LINE (along I-15 to South Payson)		
25.	1000 West on 6800 South	005.15 254 416 S
26.	2000 West on 8000 South	007.18 254 421 N
27.	8300 South on 2200 West	007.51 254 422 V
UNION PACIFIC (Utah Railway Company; North to South)		
28.	1800 East on 4900 South/Evergreen Rd	695.01 254 758 S
29.	1600 East on 5400 South (One Leg)	
30.	7700 South on 2400 East	690.25 254 407 T
HEBER VALLEY RAILROAD COMPANY - Heber Creeper		
31.	South Fork Road/Vivian Park in Provo Canyon	016.3 917 976 H

A.12 PAINTED PAVEMENT MESSAGES

- A. The Contractor shall paint thirteen (13) "Painted Pavement Messages". These messages shall read: "Slow Ahead", "Stop", "Stop Ahead", or "Yield Ahead". Each painted pavement message shall be of white paint and shall include the required letters and one (1) white stop bar for stops and yields, as specified in the MUTCD.
- B. Locations: 13 Painted Pavement Messages at 7 site locations.

LOC #	COUNTY ADDRESS	QUANTITY	MESSAGE
1.	Grove Drive - 90° Bend	(2 messages)	"Slow Ahead"
2.	5000 South Palmyra Dr. (5 way intersection)	(1 message)	"Stop Ahead"
3.	11,200 South 200 West	(2 messages)	"Stop Ahead"
4.	11,200 South Loafer Canyon Road	(2 messages)	"Stop Ahead"
5.	Elk Ridge Drive and Salem Canal Road	(2 messages)	"Stop Ahead"
6.	Elk Ridge Drive and 10,300 South	(2 messages)	"Stop Ahead"
7.	Woodland Hills Drive and 8800 South	(2 messages)	"Stop Ahead"

A.13 PAINTED PAVEMENT SYMBOLS

The Contractor shall paint various pavement marking symbols, including but not limited to bicycle symbols, pedestrian symbols, and arrows, at specified locations on Utah County parkways and trails with approved white and yellow paint. The specific list of locations shall be determined after the bid.

A.14 PAINTED CROSSWALKS

- A. The Contractor shall paint approximately seven (7) crosswalks with white transverse crosswalk lines and diagonal lines as specified in the MUTCD. These crosswalks shall extend across the full width of the asphalt pavement.
- B. Locations:
 - 1. Vivian Park in Provo Canyon/Provo River Parkway
86 feet wide for the Vivian Park Road & Parking Lot
 - 2. Nunns Park in Provo Canyon/Provo River Parkway
31 feet wide for the Nunns Parks Entrance Road
 - 3. Hobble Creek Canyon Road/Hobble Creek Parkway
26 feet wide for the Hobble Creek Canyon Road

4. Hobble Creek Canyon Road/Hobble Creek Golf Course
26 feet wide for the Hobble Creek Canyon Road
5. Saratoga Road/Jordan River Parkway
26 feet wide for the Saratoga Road east of the Jordan River
6. 9600 North Street/Jordan River Parkway
26 feet wide for the 9600 North St. east of the Jordan River
7. Saratoga Road/Utah Lake Parkway
26 feet wide for the Saratoga Road near 9550 West

C. Crosswalk Marking: For added visibility, the crosswalk shall contain the following:

1. Two white transversal crosswalk lines placed a minimum of six feet (6') apart. These lines shall have a minimum width of two feet (2').
2. White diagonal lines placed at a forty-five degree angle and that are three and one half feet (3½') apart. These white diagonal lines shall be one and one half feet (1½') wide.

A.15 PARKING LOT STRIPING

The Contractor shall stripe approximately 2,000 linear feet of parking lot lines with approved yellow paint. The specific list of locations shall be determined after the bid.

A.16 COMPLETION DATE

A. Following the bid opening and the awarding of the Agreement, the Contractor may begin work. All specified items shall be completed on or before the following dates:

REQUIRED ITEM	SCHEDULED DATE
Completion Date for Railroad Painted Pavement Markings, Painted Pavement Messages, and Crosswalks	Friday, July 30, 2010
Completion Date for Centerline and Shoulder Striping	Friday , August 27, 2010
Completion Date for Parking Lot Striping	Friday , September 24, 2010

- B. If the Contractor fails to FULLY complete any specified items, without a punch list by the County, on or prior to a required completion date, or extension of time granted by the County in writing, then the Contractor may forfeit a 5% payment retainer for all uncompleted items, and shall in addition be liable for all additional costs and damages incurred by Utah County as a result of the failure of completion.
- C. If abnormal weather conditions, or other natural events totally beyond the control of the Contractor require in the judgement of Utah County the extension of any completion date, written authorization must be given by Utah County for such specific extension.

EXHIBIT B

CONTRACTOR COST PROPOSAL

<u>ITEM & APPROXIMATE QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1. Road Centerline Striping. Stripe the centerline of approximately 40 miles of county roads. Bid quantity: <u>211,200 linear feet</u>	\$ _____ Bid per linear foot	\$ _____ Total Item Cost
2. Parkway Centerline Striping. Stripe the centerline of approximately 20 miles of county parkways. Bid quantity: <u>105,600 linear feet</u>	\$ _____ Bid per Gallon	\$ _____ Total Item Cost
3. Shoulder Striping. Stripe the shoulder line of approximately 8 miles of county roads. Bid quantity: <u>84,480 linear feet</u>	\$ _____ Bid per Gallon	\$ _____ Total Item Cost
4. Railroad Painted Pavement Markings. Bid quantity: <u>31 Crossings</u>	\$ _____ Bid per Crossing	\$ _____ Total Item Cost
5. Painted Pavement Messages. Paint approximately 13 white painted pavement messages at 7 sites. Bid quantity: <u>13 messages</u>	\$ _____ Bid per Message	\$ _____ Total Item Cost
6. Painted Crosswalks. Paint approximately 7 crosswalks. Bid quantity: <u>7 crosswalks</u>	\$ _____ Bid per Crosswalk	\$ _____ Total Item Cost
7. Painted Parking Stalls. Bid quantity: <u>2,000 linear feet</u>	\$ _____ Bid per Gallon	\$ _____ Total Item Cost
TOTAL BID		\$ _____

NOTE:

The quantities specified herein are used for bid evaluation purposes. Actual payments will be based on the amount of material accepted by the County at the listed Unit Price.

CONTRACTOR COST PROPOSAL Page 2

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

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

Signature

Title

ATTACHMENT A

CONTRACTOR INFORMATION FORM

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

COMPANY NAME & ADDRESS: _____

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

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

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

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

Officers authorized to execute contracts: _____

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

Brief History of the Company: _____

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

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

CONTRACTOR INFORMATION FORM Page 2

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

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

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

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

FINANCIAL REFERENCES

1. Bank Name & Address _____

Manager _____ Phone _____

2. Bank Name & Address _____

Manager _____ Phone _____

CLIENT REFERENCES

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

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

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

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

ATTACHMENT C
AGREEMENT

2010 PAVEMENT PAINTING AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, 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 provide Pavement Painting to COUNTY as set forth in the Specifications attached hereto as Exhibit A and the CONTRACTOR'S Cost Proposal attached hereto as Exhibit B, all of which are incorporated herein by this reference the same as if each and all 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 which conforms to the Specifications in Exhibit A.

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 the 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 the 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 contractors, 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 Utah 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 Utah County.

9. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, 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 Utah 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. Utah 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 Utah County for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that Utah 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 Utah 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 Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

11. INSPECTION AND ACCEPTANCE

Utah 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 the Agreement. CONTRACTOR must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.

12. INSURANCE

A. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$1,000,000 per occurrence or as modified by the risk manager pursuant to state statute during the term of this Agreement. This coverage shall provide liability insurance to cover the activities of CONTRACTOR including CONTRACTOR'S agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this Agreement. The successful bidder shall provide a Certificate of Insurance to Utah County evidencing that CONTRACTOR has this insurance in place and shall maintain said insurance for the duration of this Agreement.

13. INTERPRETATION OF AGREEMENT

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

14. KEYS

If it becomes necessary for the County to issue CONTRACTOR a key to County 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 subcontractors. 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. The "Method of Measurement" and the "Basis of Payment" for all items shall be by the "Unit Price" specified by CONTRACTOR in the "Bid Schedule".

19. TERM AND RENEWAL

- A. The initial term of this Agreement shall commence upon the date of execution hereof and shall terminate on December 31, 2010.
- B. This Agreement shall automatically renew for two (2) additional one-year periods, commencing January 1st of each year, upon the same terms and conditions, unless otherwise indicated in writing by Utah County at least 30 days prior to the termination date of the initial or renewal terms.
- C. CONTRACTOR may, upon written notice delivered to County on or before November 1st, request an increase in the contract price of any one or more line items for the following year commencing January 1st, by a percentage equal to the percentage increase which occurred in the Consumer Price Index (defined as the Consumer Price Index, All Urban Customers (CPI-U) U.S. City Average, All Items, or a similar index if this index is discontinued) during the preceding one year period, not to exceed three percent (3%) per year, to be effective not sooner than the commencement date of the next renewal period of the Agreement.

20. TERMINATION

- A. The Agreement may be terminated for any reason by Utah County upon thirty (30) days written notice to CONTRACTOR, without prejudice to any other right or remedy Utah County may have.
- B. Failure of CONTRACTOR to adhere to any of the performance requirements of the Agreement shall be cause for termination without prior notice.
- C. The Agreement may be terminated for any reason by CONTRACTOR upon ninety (90) days written notice to Utah County.

21. WARRANTY

CONTRACTOR warrants to Utah County that all materials furnished under this Agreement will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with this Agreement. All work and/or materials not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Utah County, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials.

22. 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

STEVE WHITE, 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: