

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

INVITATION TO BID

for

**HOBBLE CREEK STREAM
RECHANNELIZATION**

CLOSING DATE
FOR RECEIPT OF BIDS: Thursday, October 7, 2010

TIME: 1:00 p.m.(Mountain Time)
Bids will be opened at 1:30 p.m.

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

PRE-BID CONFERENCE: 2:00 p.m., Monday, September 27, 2010
Utah County Public Works
2855 South State Street
Provo, Utah 84606

PROJECT COMPLETION DATE: November 30, 2010

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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 perform stream rechannelization and improvements at specified locations in Hobbble Creek Canyon east of Springville in 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 - HOBBLE CREEK". 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. A copy of the bidder's current General Contractor License issued by the Utah Department of Commerce, Division of Occupational and Professional Licensing.
 - 6. Proof of required insurance.
 - 7. Documentation from the County Treasurer of the bidder's county showing that bidder is current on its personal property taxes.

1.4 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
Telephone 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 APWA STANDARD SPECIFICATIONS

All work performed by the Contractor shall meet or exceed all applicable specifications listed in the publication American Public Works Association - Manual of Standard Specifications, 1997 Edition, published by the Utah Chapter of the American Public Works Association, hereinafter referred to as the "Manual of Standard Specifications".

A.2 LOCATION

The project is located in Hobble Creek Canyon east of Springville in Utah County, Utah. All project stationing referenced herein is along the centerline of the road.

A.3 PRE-BID CONFERENCE

Bidders MUST attend the MANDATORY Pre-Bid Conference to be conducted at 2:00 p.m., Monday, September 27, 2010, at the entrance to Jolleys Ranch in the Right Fork of Hobble Creek Canyon, east of Springville, Utah. The conference will last less than one hour. Prospective contractors will be given an opportunity to inspect the project site and ask questions which are pertinent to the work contemplated by the specifications.

Bids will not be accepted from bidders who were not represented at the Pre-Bid conference.

A.4 BID PRICE

This price shall be the total cost for the entire project. No per hour, hourly, or unit quantity prices will be accepted.

A.5 ORDER OF OPERATIONS

The overall operations are expected to proceed in the following order:

- a. stream work at Lower Bridge Crossing.
- b. fill Culvert Pool and construct channel at the Culvert Pool area.
- c. stream and stream bank work at Upper Bridge Crossing.
- d. construct mid-channel berm in old channel, and place vegetation at Culvert Pool area.

A.6 LOWER BRIDGE CROSSING

- a. Channel Construction / Stream Simulation
 1. From Station 1+10 to Station 2+50: the final average grade of the new streambed shall be 3.4%.
 2. Channel construction work shall be done from downstream to upstream.
 3. Dewater channel from Station 1+00 to Station 2+70.
 4. From Station 2+60 to the lower edge of bridge and from the upper edge of bridge to Station 1+10: replace existing channel material with Class 10 material from the average streambed elevation to 3 feet deep. This Class 10 material shall be mixed thoroughly and placed in the channel from downstream to upstream.
 5. Construct channel from the lower edge of bridge to Station 2+60 with slope of 3.4% with slight undulations approximately every 30 feet.

6. Construct channel from Station 1+10 to the upper edge of bridge with slope of 3.4% with slight undulations approximately every 30 feet.

A.7 UPPER BRIDGE CROSSING

- a. Culvert Plunge Pool Area
 1. Riprap outlet of culvert with 24" material.
 2. Fill in pool bottom with Class 10 material to a height of 3 ft. below bottom of the lower end of existing culvert then fill remainder of pool with Class 6 material to an elevation of 1' below bottom of the lower end of existing culvert.
 3. From the Station 6+80 to station 7+00: salvage existing riparian vegetation for placement on streambanks and around filled pool.
 4. From the Station 6+80 to station 7+40: replace existing channel material with Class 6 material from the average surface elevation to 3 feet deep. Excavate approximately 1 foot depth of the pool tailwater and shape the channel to create stream banks and floodplain features.
 5. Vegetation that was set aside shall be placed on banks/floodplain of new channel area.
- b. Channel Construction / Stream Simulation - Below Upper Bridge Crossing
 1. Channel construction work shall be done from downstream to upstream.
 2. Salvage existing riparian vegetation, mainly willows, for placement on streambanks.
 3. From Station 3+00 to lower edge of bridge: replace existing channel material with Class 6 material from the average streambed elevation to 3 feet deep. For this area, the average streambed elevation is determined by the existing elevation of the channel bottom at the lower edge of the bridge to streambed surface at 3+00.
- c. Channel Construction / Stream Simulation - Above Upper Bridge Crossing
 1. Construct new channel from upper end of bridge to Station 1+10, replace existing channel material with Class 6 material from the average streambed elevation to 3 feet deep. For this area, the average surface elevation is determined by the existing elevation of the channel bottom at the upper edge of the bridge to channel bottom at 1+10. When looking downstream, place boulder riprap (to a height of about 3') and willow plugs along left side of channel from Station 1+60 to northeast wing wall.
 2. Install cross vane at station 2+00.
 3. Move water flow into new channel/bridge and construct channel plug at outside of meander at approximately 1+60. Channel plug consists of boulder/cottonwood/willow/fill matrix 30' wide and for approximately 30 feet down the existing (old) channel. See Sheet 3 for typical drawing of the channel plug structure. Extend boulder riprap and willow plugs from channel plug to northwest wing wall.
 4. Construct cross vane at 1+10 and J-hook at 1+60. See Sheet 3 for typical drawings of the cross vane and j-hook structures.
- d. Abandoned Channel - North of Road
 1. Construct a mid-channel berm across the abandoned channel approximately above Station 3+40.

A.8 TRAFFIC CONTROL

(Section 01555 of the Manual of Standard Specifications shall apply)

- A. The Contractor shall do no work that endangers, interferes, or conflicts with traffic or access to roadways until a satisfactory traffic control plan has been submitted and approved by the

County using the federal "Manual on Uniform Traffic Control Devices (MUTCD)" as a guide.

- B. Type and placement of signs shall be identified on the traffic control plan to be approved by County prior to Contractor's work.
- C. All related costs for traffic control are the responsibility of the Contractor and shall not be paid as a separate item.

A.9 SAFETY

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

A.10 STORAGE AND CLEAN-UP

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

A.11 UTILITIES

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

A.12 REQUIRED EXPERIENCE

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

A.13 BONDS

- A. Before this contract is awarded by Utah County the Contractor shall furnish to Utah County the following bonds:
 - 1. A performance bond satisfactory to County in an amount equal to 100% of the price specified in the contract, to assure the faithful performance of the contract, for the

protection of Utah County, to be held until final acceptance by Utah County of all aspects of this project; and

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

A.14 CHANGE ORDERS

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

	Overhead & Profit	Commission
To prime Contractor on work performed by subcontractors	0%	10%
To prime Contractor or subcontractor for that portion of work performed with their respective forces	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 15% for overhead and profit and one charge of 10% for the prime Contractor's commission.

Overhead and profit includes, but is not limited to: estimating; field supervision above foreman level superintendents, assistant superintendents, general foremen, engineers, accountants, timekeepers, office manager, and other staff; office supplies; drinking water; temporary heat, light, and power; field toilets; small tools; and other costs of materials and/or equipment associated with performance of the contract.

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

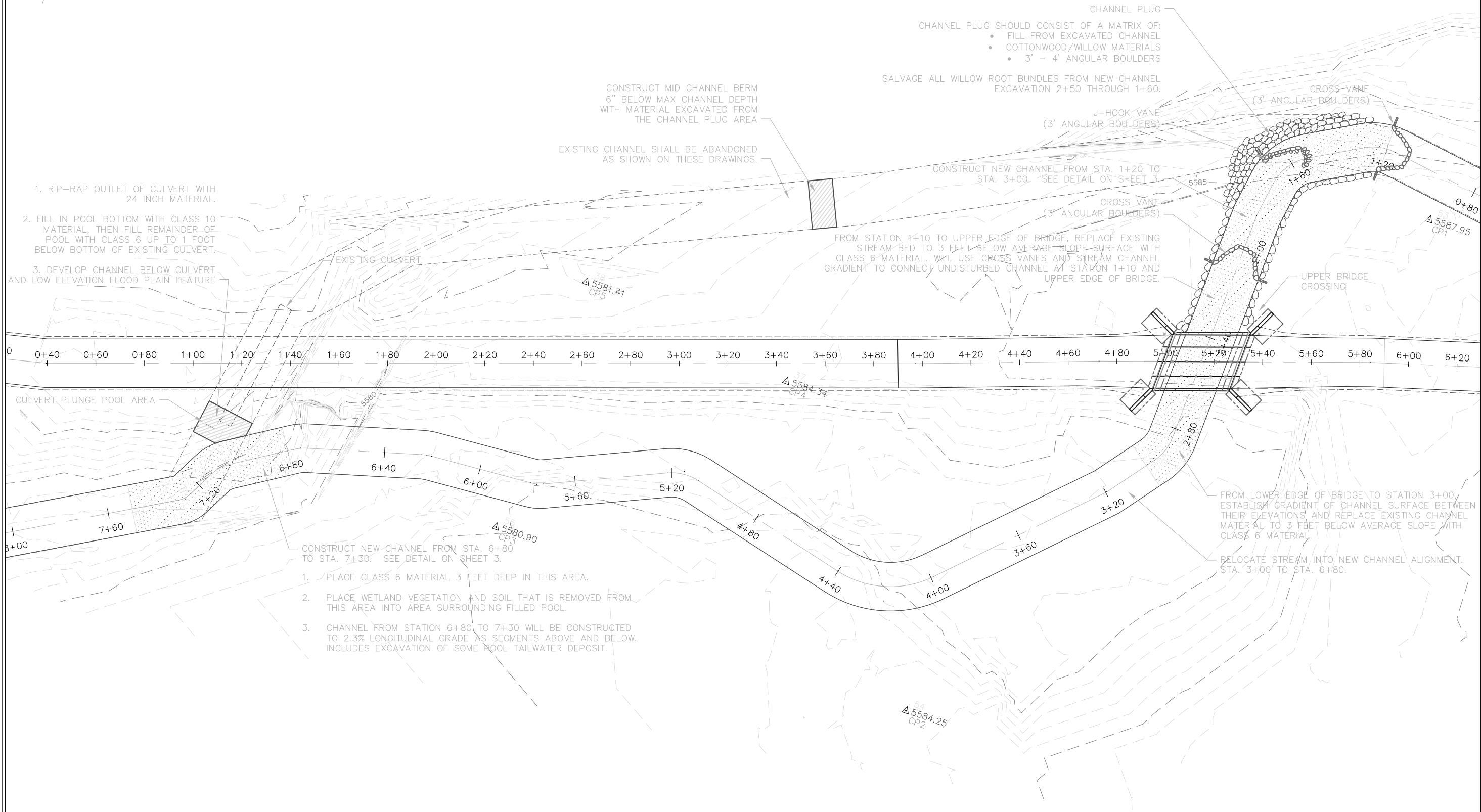
- C. Each change order shall be signed by the Contractor, the County Public Works Director, and the County Commission, and payment and performance bonds shall be increased by the Contractor

to reflect any increase to the contract amount before the Contractor will be authorized to proceed with the work specified therein.

- D. Failure of Contractor and the County to agree on an adjustment of contract amount or contract deadlines shall not excuse Contractor from proceeding with prosecution and performance of work. Contractor, subcontractors, and suppliers shall handle all disputes in a manner which will permit work to proceed on schedule while the matter in dispute is being resolved.
- E. The County shall have the right within its sole discretion to require Contractor to commence performance of changes to work based on County requirements prior to the submission of a cost bid by the Contractor to the Project Coordinator, or approval of the cost bid by the County. In such case, Contractor shall proceed with the work so changed upon receipt of a Construction Change Directive from the County, and thereafter submit to the County as soon as possible any cost bid required.

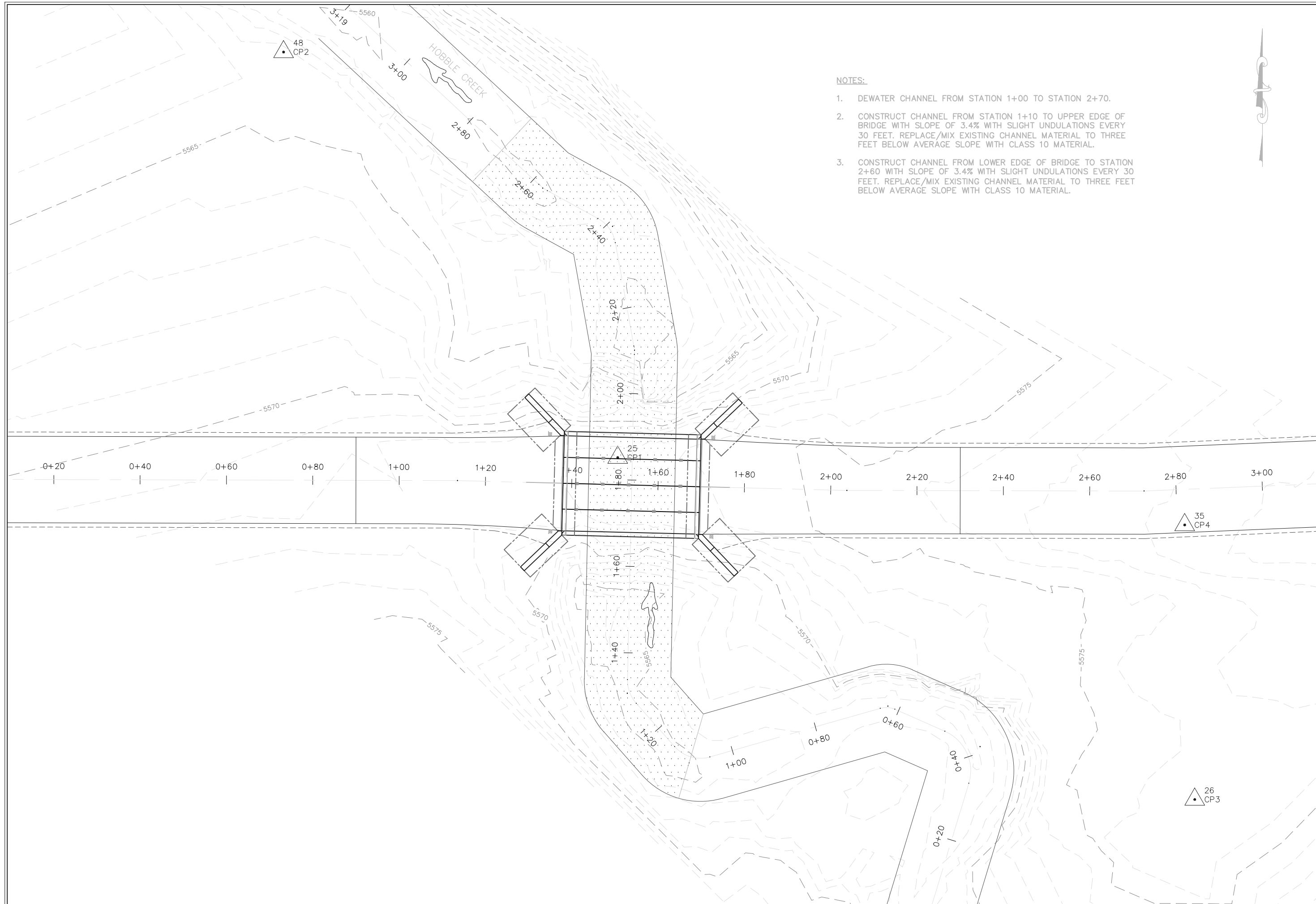
A.15 COMPLETION DATE

- A. Contractor may begin work upon receipt from County of the Notice to Proceed. All specified items shall be completed on or before November 30, 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 judgment of Utah County the extension of any completion date, written authorization must be given by Utah County for such specific extension.



BY:	CHECK:	DATE:
DESIGN	DRAWING	APPROVED:
		FOR DIRECTOR, ENGINEERING

UPPER HOBBLE CREEK CROSSING
BRIDGE No. 70058-6.85
 SITE PLAN



NOTES:

1. DEWATER CHANNEL FROM STATION 1+00 TO STATION 2+70.
2. CONSTRUCT CHANNEL FROM STATION 1+10 TO UPPER EDGE OF BRIDGE WITH SLOPE OF 3.4% WITH SLIGHT UNDULATIONS EVERY 30 FEET. REPLACE/MIX EXISTING CHANNEL MATERIAL TO THREE FEET BELOW AVERAGE SLOPE WITH CLASS 10 MATERIAL.
3. CONSTRUCT CHANNEL FROM LOWER EDGE OF BRIDGE TO STATION 2+60 WITH SLOPE OF 3.4% WITH SLIGHT UNDULATIONS EVERY 30 FEET. REPLACE/MIX EXISTING CHANNEL MATERIAL TO THREE FEET BELOW AVERAGE SLOPE WITH CLASS 10 MATERIAL.



U. S. Department of Agriculture
FOREST SERVICE
 Intermountain Region 4 Engineering
 UTAH-WASATCH-CACHE NATIONAL FOREST

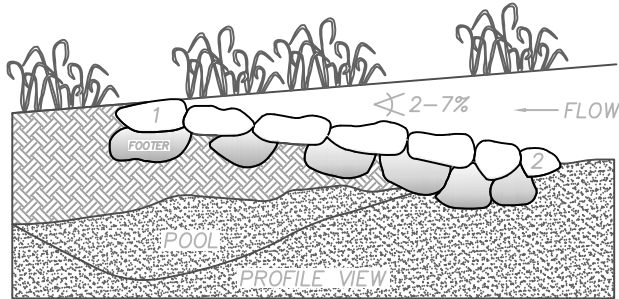
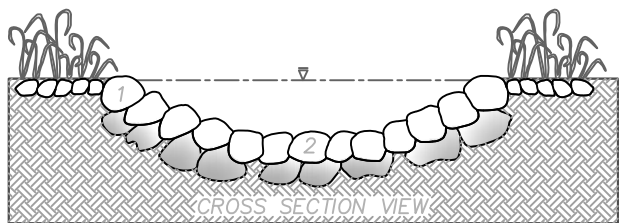


BY: _____	CHECK: _____
DESIGN	BY: _____
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APPROVED: _____ for DIRECTOR, ENGINEERING	
DATE: _____	

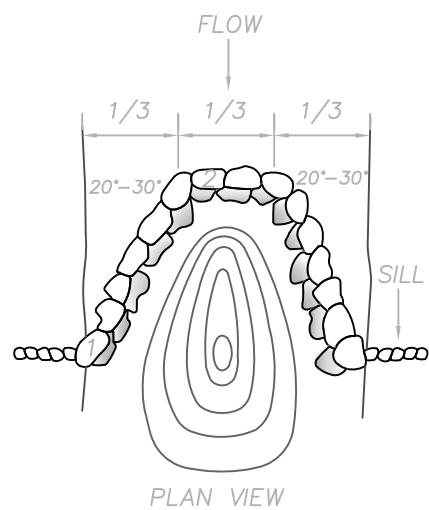
**LOWER HOBBLE CREEK CROSSING
 BRIDGE No. 70058-6.66**

SITE PLAN

SHEET	2 of 3
DRAWING NUMBER	B-935-2

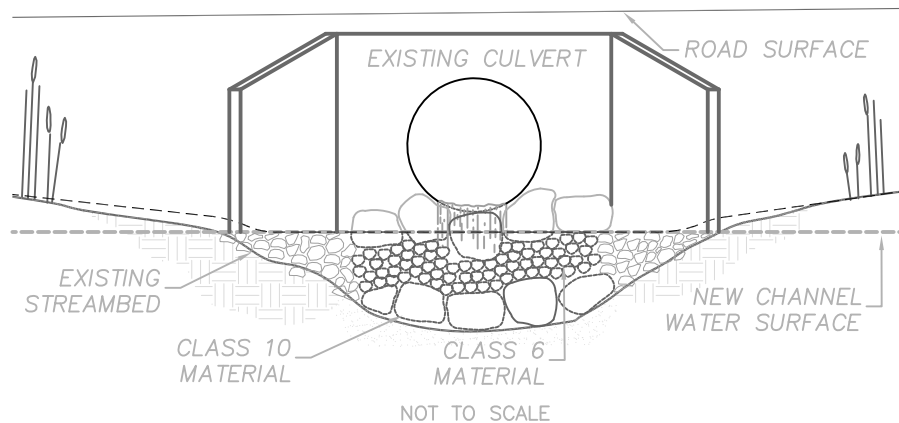


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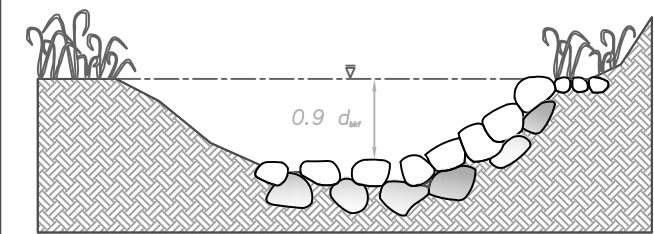
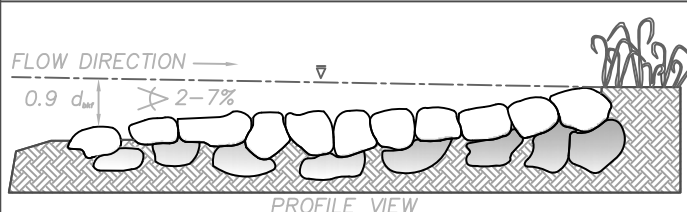


SILL

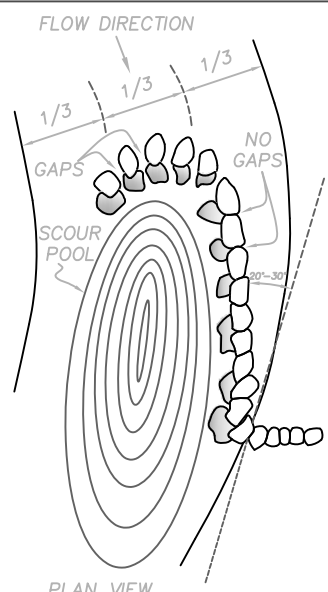
TYPICAL CROSS-VANE



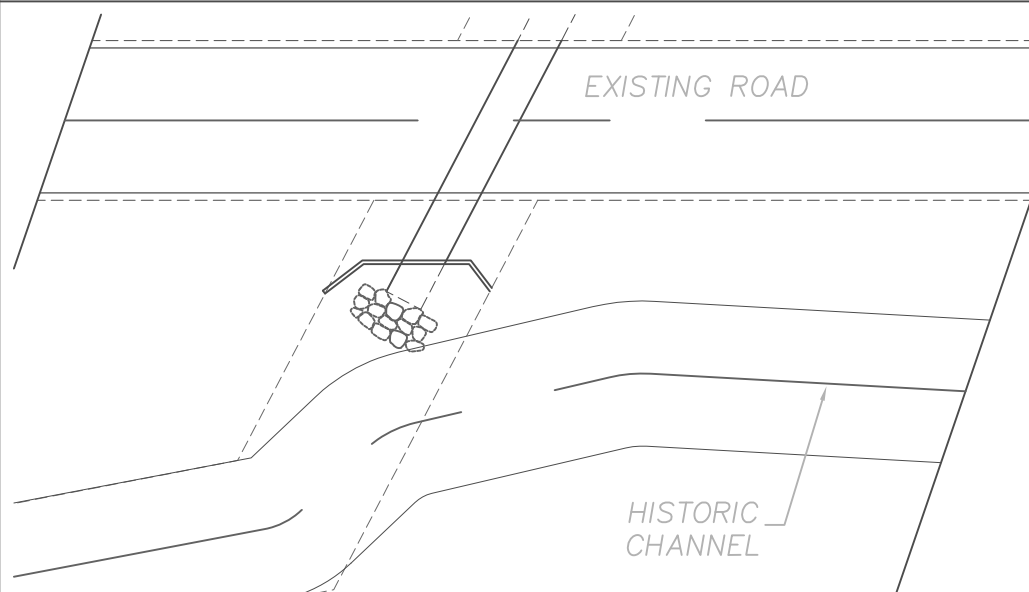
CHANNEL POOL CROSS SECTION



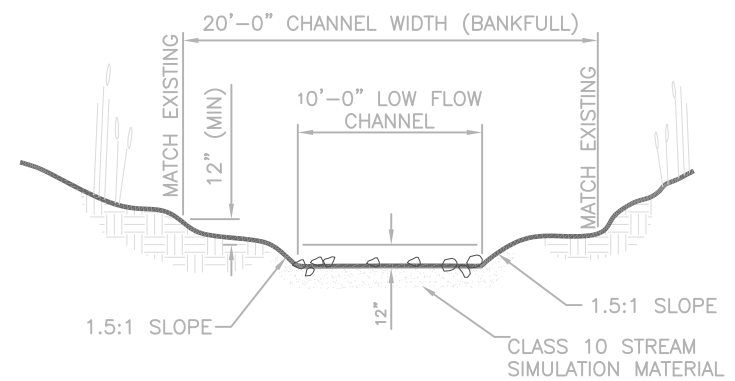
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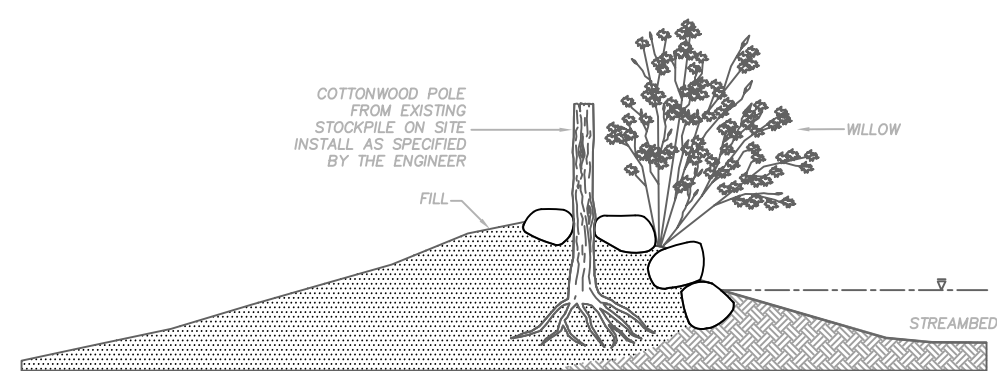
TYPICAL J HOOK VANE



PLUNGE POOL REHABILITATION



TYPICAL CHANNEL CROSS SECTION



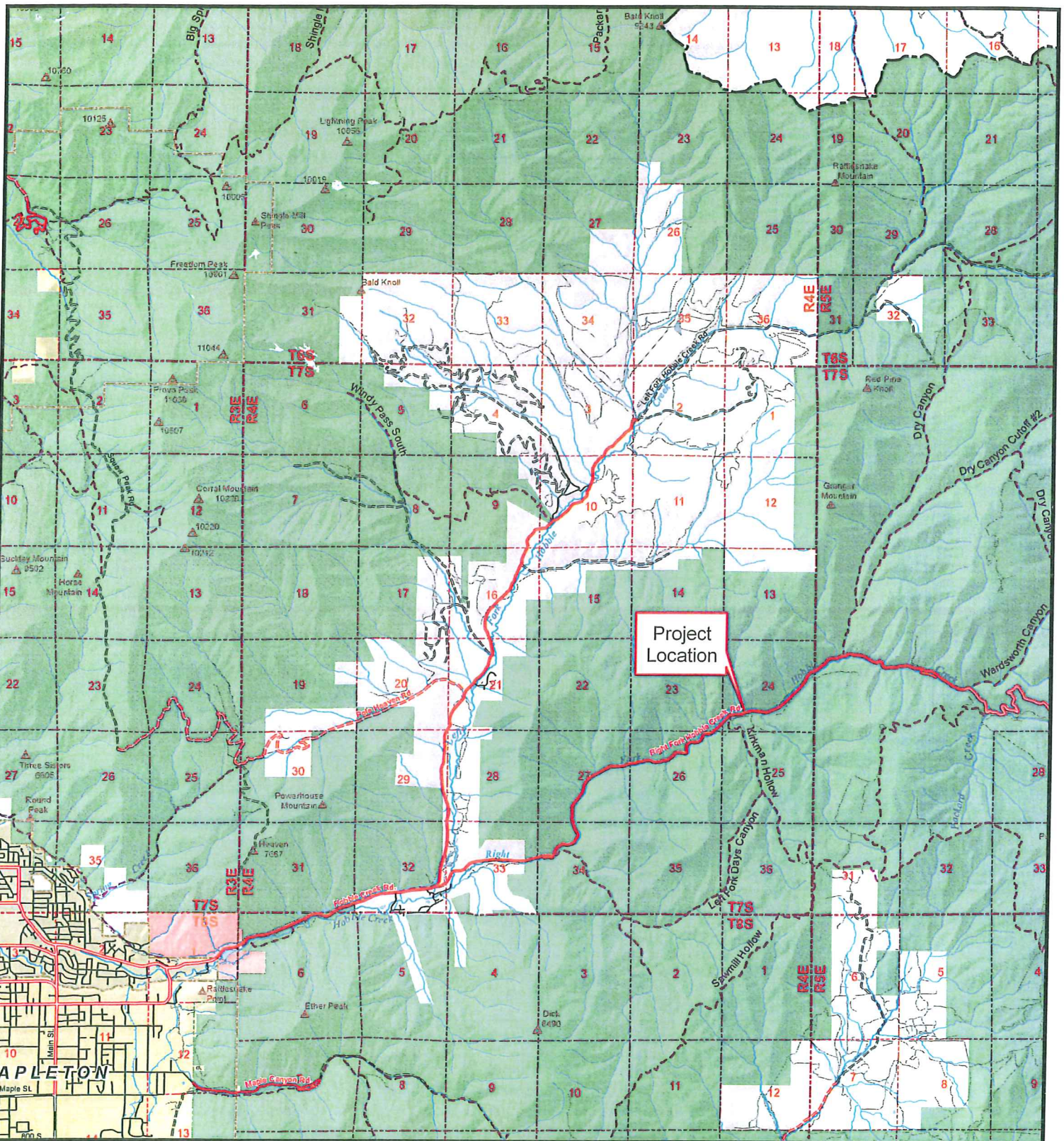
CHANNEL PLUG CROSS SECTION



BY: _____	CHECK: _____	DATE: _____
DESIGN	DRAWING	APPROVED FOR DIRECTOR, ENGINEERING
BY: _____	CHECK: _____	

UPPER HOBBLE CREEK CROSSING
BRIDGE No. 70058-6.85

DETAILS




Project Location


Right Fork Hobble Creek

Utah County Base Map

Legend		
Official County Roads	Public Survey Lines	Public Land
Paved	Township Lines	B.L.M. Lands
Unpaved	Section Lines	National Park Service
State Roads	Wilderness Study Areas	National Forest
I-15		Military
US HWY/State Route		Other Federal Lands
Other FAE Route		State Lands
Local Roads		State Park
Paved Roads		Utah County Property
Dirt Roads		Incorporated Cities
Gravel Roads		
Other Roads		
Railroads		
National Forest Boundary		



1:94,223
1 inch = 7,851.89 feet



Utah County Public Works - Mapping Division
2855 South State Street
Provo, UT 84606
(801) 851-8626
Printed on March 30, 2009 by melanie

EXHIBIT B

CONTRACTOR COST PROPOSAL

1. BID PRICE:

This price shall be the total cost for the entire project. No per hour, hourly, or unit quantity prices will be accepted.

TOTAL BID PRICE: \$ _____

2. CERTIFICATION OF BID:

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

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH) Invitation to Bid
)SS for
COUNTY OF UTAH) Hobble Creek Stream Rechannelization

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 _____ 2010 A.D.
My Commission Expires _____
Residing at _____

Seal

By: _____
Notary Public

ATTACHMENT C
AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 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 furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work as for 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, judgments, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) CONTRACTOR'S, its subcontractors, agents or employees performance of this Agreement or their provision of any services required herein to be performed by CONTRACTOR or its subcontractors, agents or employees, and (b) any act or omission of CONTRACTOR, or its subcontractors, agents or employees.

10. INDEPENDENT CONTRACTOR

- A. CONTRACTOR states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from 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 \$2,200,000 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.
- B. CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has Workers Compensation Insurance for the CONTRACTOR, all subcontractors, and all employees of the CONTRACTOR and/or subcontractors.

13. INTERPRETATION OF AGREEMENT

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

14. KEYS

If it becomes necessary for 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. Partial or progress payments shall not relieve CONTRACTOR of performance or obligations under this AGREEMENT, nor shall such payments be viewed as approval or acceptance of work performed.
- D. 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 TERMINATION

- A. The initial term of this Agreement shall commence upon the date of execution hereof and shall terminate upon CONTRACTOR'S completion of the specified work and acceptance thereof by COUNTY.
- B. 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.
- C. Failure of CONTRACTOR to adhere to any of the performance requirements of the Agreement shall be cause for termination without prior notice.
- D. The Agreement may be terminated for any reason by CONTRACTOR upon ninety (90) days written notice to Utah County.

20. 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.

21. 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: