

100 EAST & CENTER ST IMPROVEMENTS

AUGUST 2022

Approved by:



Pleasant Grove City Project Engineer



Utah County Engineer/PW Director



UTAH COUNTY PUBLIC WORKS
ENGINEERING DIVISION
2855 South State Street
Provo, Utah 84606
851-8600

INVITATION TO BID
For
100 EAST & CENTER
ST IMPROVEMENTS
ITB 2022-4

CONTRACTOR PRE-BID MEETING: NONE - The Contractor is responsible for reading the contents of this bid, including but not limited to, the Scope of Work, General Requirements, Specifications, Drawings and Agreement. He is also responsible to visit the work sites before presenting his bid.

CLOSING DATE FOR RECEIPT OF PROPOSALS: Thursday, September 22, 2022

BIDS MUST BE SUBMITTED BY: 3:00 PM (Mountain Time)

PLACE: Bids must be submitted through the Utah Public Procurement Place (U3P)
<https://solutions.sciquest.com/apps/Router/Login?OrgName=StateOfUtah&URL>

SEND EMAIL RESPONSE TO: Robert Baxter, Utah County Purchasing Manager
robertb@utahcounty.gov

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

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Special Provisions – See Attachment C

Section 01 11 00S	Summary of Work
Section 01 26 00.1S	Miscellaneous Repair
Section 01 57 00	Temporary Controls
Section 34 41 15S	Polymer Concrete Junction Box

SCOPE OF WORK

Intent of Agreement

The intent of the Agreement is to provide for the construction and completion in every detail of "100 East & Center St Improvements", as described. The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the Specifications, Drawings, General Requirements, and terms of this Agreement.

Alteration of Plans or Character of Work

The County Commission, after recommendation by the County Engineer, 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.**

Authority of the County Commission and the County Engineer

The County Commission and the County Engineer 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/He will also decide all questions which may arise as to the acceptable fulfillment of the Agreement on the part of the Contractor.

The County Commission or the County Engineer 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.

Supervision of Work

The County Commission and the County Engineer shall have full supervisory powers in determining the extent of the construction on the project. Compensation shall be based upon log books maintained by the County's Engineer 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 Commission or the County Engineer.

GENERAL REQUIREMENTS

Amendments

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

Assignment

The parties to this Agreement shall not assign this Agreement, or any part hereof, without the prior written consent of the other party to this Agreement. No assignment shall relieve the original parties from any liability hereunder.

Binding Agreement

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

Bonds

Before this Agreement is awarded by Utah County, the Contractor shall furnish 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 Agreement, to assure the faithful performance of the Agreement, for the protection of Utah County, to be held until final acceptance by Utah County of all aspects of this project; and
2. A **pavement bond** satisfactory to the County in an amount equal to 100% of the price specified in the Agreement, for the protection of each person supplying labor, service, equipment, or material for the performance of the work provided for in the Agreement.
3. A **Bid Bond** in an amount equal to at least 5% of the amount of the bid. Each Bid Bond shall be Payable to Utah County, A Body Corporate and Politic, and shall be executed by a surety company authorized to do business in the State of Utah, or, in the form of cash or other certified funds.

Each bond shall be:

1. Binding upon the award of the Agreement;
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 Agreement.

Utah County will hold the Payment Bond for 90 days subsequent to the completion of the project.

No Bid Bond is required for this bid.

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 the culinary water line must be approved by Utah County.

Completion Date

The completion date for the 100 East & Center St Improvements construction work is on or before June 1, 2023, 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 the 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 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, and it is therefore agreed that the Contractor will pay to Utah County **\$1860.00 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 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.

Extra Work

Extra work, when authorized in writing by the County, is defined as additional work which is neither shown nor defined on the Drawings or Specifications, but determined by the County to be necessary to the project. It is also defined as that additional effort necessary by reason of changed conditions. But the changed condition must be radical, unforeseen, and totally beyond the control of the Contractor. Adverse weather variations do not constitute a changed condition.

Miscellaneous items normally associated with the major work items shown, but which may not be specifically shown, shall be furnished and installed by the Contractor as if they had been shown, without additional cost to the County. After authorization of the Utah County Commission in writing, payment for authorized extra work will be made by either of the following methods, as determined by the County:

1. Reimbursement for all direct and substantiated costs of labor, materials, supplies and equipment use, plus 15% to cover all indirect costs, overhead and profit; or
2. A lump sum, agreed to prior to beginning the extra work, to cover all of the items authorized in writing by the County.

Indemnification

The 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 the Contractor or its subcontractors, agents or employees, and (b) any act or omission of Contractor, or its subcontractors, agents or employees. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this Agreement.

Independent Contractor

Contractor states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or agreements as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Utah County, agreements, contracts or opportunities.

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 the Contractor. Contractor is not to be considered an agent or employee of Utah County for any purpose, and the employees of the 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 the Contractor exclusively. It is further understood that the Contractor is free to contract for similar services to be performed for others while working under the provisions of this Agreement with Utah County.

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.

Inspection

Work shall be inspected by a Utah County's Consultant Engineer, Ben English, PE of Project Engineering Consultant, hereinafter "Project Engineer".

Insurance

The Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,550,000 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. This insurance shall name "Utah County, 100 East Center, Provo, Utah 84606" as a Certificate Holder. Prior to commencing any work, Contractor shall provide a Certificate of Insurance to Utah County, evidencing that the Contractor has this insurance in place and shall maintain said insurance for the duration of this Agreement.

Insurance to Utah County evidencing that the Contractor has Workers Compensation Insurance for the Contractor, all subcontractors, and all employees of the Contractor and/or subcontractors.

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.

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 any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

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. He shall provide proof of such license prior to the commencement of said work.

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 of this Agreement.

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 addresses first above written, or at such other addresses as may be designated by notice given hereunder.

Payment

The Contractor shall be paid by Utah County on the twenty fifth (25th) of each month for the work performed during the previous month as provided in the Measurement and Payment below. All bills must be received by the County's Engineer by the first (1st) of each month. 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 Project Engineer who will certify that the work has been performed in a workmanlike manner. **In accordance with U.C.A. Section 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 30 days after request after approval of work by final inspection.

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

1. Defective work not remedied.
2. Liens or claims filed or reasonable evidence of probable filing.
3. The Contractor's failure to promptly pay subcontractors for labor and/or materials accepted by the Contractor.
4. The County's reasonable doubt that the project can be completed for the unpaid balance of the contract price.

5. Damage to another contractor.
6. Failure to maintain scheduled progress.
7. 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.

Successors in Interest

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

Surveying

The Contractor is responsible for providing all required surveying for the construction of the road.

Utah Law

This Agreement shall be interpreted pursuant to the law of the State of Utah.

Utilities

Care shall be taken to preserve and protect existing utilities, pole lines, signs, pipelines and private improvements from injury or damage during construction operations. The Contractor shall hold the County and the County's Engineer harmless and reimburse owners and utilities for any damage to their properties, utilities, pole lines, signs, pipelines, improvements, and interference with their service caused through Contractor's operations. **The Contractor has the responsibility for contacting "Blue Stakes".**

Warranty

The 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 not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Utah County, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Defective work shall be repaired or replaced by Contractor at Contractor's sole expense.

If, within one year after the Date of Substantial Completion of the work, or designated portion thereof, or within one year after acceptance by Utah County, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the work or materials are found to be defective or does not conform with this Agreement, the Contractor shall correct it promptly after receipt of a written notice from Utah County to do so unless Utah County has previously given the Contractor a written acceptance of such defective or non-conforming condition. This obligation shall survive termination of this Agreement.

STATEMENT OF APPLICABLE STANDARDS

The latest edition of the Pleasant Grove “Public Works Standard Specifications and Drawings” and the 2017 Utah Chapter of the American Public Works Association (APWA) Manual of Standard Specifications and Plans apply on this project.

Refer to “Special Provisions” for other project specific specifications.

INSTRUCTIONS TO BIDDERS

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 extent 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.

Questions must be submitted through the Utah Procurement Place (U3P) before September 15th, 2022. All questions and all answers will be posted on U3P.

Submitted bids will be opened by the Utah County Purchasing Manager, Robert Baxter, in room #3600 of the County Clerk/Auditors office, County Administration Building on Thursday September 22nd, 2022 at 3:30 p.m. Bids must be submitted through the Utah Public Procurement Place (U3P) no later than 3:00 p.m. on Thursday September 22nd, 2022. **NO LATE BIDS WILL BE ACCEPTED EXCEPT AS SET FORTH BY UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.**

These items should be considered before filling out the bid and bidding schedule:

Interpretation of Quantities in the Schedule

Any quantities appearing in the Specifications or Drawings for this project are only approximate and were prepared from estimates by the Project Engineer. These quantities will be used for bidding. The actual quantities for construction may vary and should be determined by the Contractor based on his individual analysis of conditions. In the event certain areas of the project are given a higher priority, those areas, as designated by the County's Engineer, will receive construction attention first. In the event certain areas are deleted due to unforeseen appropriation of funds, or deemed not economically feasible, or for whatever reason, those areas will be deducted from the bid and payment amount.

Bidding Schedule

The bidder shall submit his bid upon the bidding schedule and bid sheets provided by Utah County. The total amount of the bid is obtained by adding the "Total Cost" amounts of the several bid items or unit priced items multiplied by the estimated quantities. All the figures shall be in ink or typed. The bid must be signed in ink by the individual who prepared the bid and by the owner of the company. The address and phone number of the individual, or firm represented by the bid must be on the bid. The bid process is governed by and subject to the Utah County Procurement Rules and Regulations.

Irregular Proposals

Bids shall be considered irregular and may be rejected for the following:

1. If the bid is on a form other than that furnished by Utah County; or if the form is altered, or any part thereof is detached.
2. If there are unauthorized additions, conditional, multiple or alternate bids, or irregularities of any kind, which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the bid at the opening does not contain a signed bid, a signed bidding schedule, all requested documents, and a signed certificate of non-collusion.
5. If the bid does not contain a unit price for each pay item listed.
6. Any erasure or alteration of figures of unit prices not initialed in ink by the bidder.
7. If the Contractor is unable to evidence a satisfactory record of integrity.
8. If the Contractor is not qualified legally to contract.

Acceptance of Bid

1. 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.
2. 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 invitation to bid (ITB), or such party's response. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

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.

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 contract awarded to the lowest responsive and responsible bidder.

General

1. 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 contract entered into between Utah County and the awarded bidder.
2. It is vitally important that any person who signs a bid or contract 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.
3. 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 a contract pursuant to the terms of this ITB.
4. 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 a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the responding party in any manner as having any legal effect whatsoever.

BID DOCUMENTS

MEASUREMENT AND PAYMENT

MEASUREMENT & PAYMENT

GENERAL

- A. See Payment Procedures in APWA Section 01 29 00.
- B. ENGINEER will take all measurements and compute all quantities.
- C. CONTRACTOR will verify measurement and quantities.
- D. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.
- E. Units of measurement are listed above in the bid schedule(s).

A.0 – BASE BID

1.	01 55 26	TRAFFIC CONTROL (Lump)
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- A. Payment includes all costs incidental to traffic control as specified in 01 55 26.

2.	01 71 13	MOBILIZATION (Lump)
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- A. Payment includes cost of mobilization, demobilization and installation of temporary facilities. Payment will be made on a percentage basis as follows.

Percent of Original Contract Amount Earned	Percent of Amount Bid for Mobilization to be Paid
5	40
15	20
40	30
50	10

3.	01 71 34	SURVEY (Lump)
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- A. Payment includes all costs incidental with project surveying and staking including mobilization as specified in 01 71 34. Control and survey support set once by ENGINEER.

4.	31 11 00	SITE CLEARING (Lump)
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- A. Payment includes all labor, equipment, and costs incidental to construction cleaning as specified in 31 11 00.
- B. Payment also includes brick pavers and brick curb, as well as any other items directed and authorized by the ENGINEER.

5.	02 41 14	REMOVE CONCRETE (SQ FT)
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A. Payment incl includes all costs and equipment incidental to the removal, disposal and transportation of concrete sidewalk and flatwork. Includes necessary fill and compaction of backfilled areas as directed by the ENGINEER.

6. 02 41 14 REMOVE CONCRETE CURB AND GUTTER (FT)

A. Payment includes all costs and equipment incidental to the removal, disposal and transportation of concrete curb and gutter. Includes necessary fill and compaction of backfilled areas as directed by ENGINEER.

7. 31 11 00 REMOVE TREE STUMP (EA)

A. Payment includes the removal and disposal of existing tree stump.

8. 34 41 15S POLYMER CONCRETE JUNCTION BOX (EA)

A. Payment includes concrete, labor, and equipment for installation of polymer concrete junction box. Payment includes backfill, flowable fill, maintenance markers, conduit plugs, grounding material, concrete collar, bolts expansion joint material, grout, and a locate ball or disk.

9. 33 05 14 ADJUST JUNCTION BOX TO GRADE (EA)

A. Payment includes concrete, excavation, labor, equipment and untreated base course for adjustment.

10. 26 05 34 RELOCATE JUNCTION BOX (EA)

A. Payment includes concrete, excavation, labor, equipment and untreated base course for relocation.

11. 31 05 13 BORROW (PLAN QUANTITY) (CU YD)

A. Measured in final position.

B. Payment includes cost of all labor, material, and equipment to provide and install, compact, and grade fill material as specified. Weigh tickets shall be provided to the ENGINEER daily. This bid item is intended as backfill material for utility trenches, utility lateral backfill material, soft spot repair and raising roadway to grade. Granular Borrow is to be used within the roadway section.

12. 31 05 13 GRANULAR BORROW (PLAN QUANTITY) (CU YD)

A. Measured in final position.

B. Payment includes cost of all labor, material, and equipment to provide and install, compact, and grade fill material as specified. Weigh tickets shall be provided to the ENGINEER daily. This bid item is intended as backfill material for utility trenches, utility lateral backfill material, soft spot repair and raising roadway to grade. Granular Borrow is to be used within the roadway section.

13. 31 05 21 PAVING GEOTEXTILE FABRIC (SQ YD)

- A. Measurement does not include overlaps.
- B. Payment includes all cost for labor, equipment, and materials for installation and inspection.

14. 31 23 16 ROADWAY EXCAVATION (PLAN QUANTITY) (CU YD)

- A. Payment includes excavation, removal, transportation, and disposal when existing pavement is included in Roadway Excavation (Plan Quantity). Pay quantities will be computed in the original position to the neat lines and grades or pay limits of excavation specified using the given plan quantities.
- B. For material ordered removed and replaced (authorized extra excavation and backfill), measurement of quantities for payment shall be made to the following **pay limits**.
 - 1. Upper limit of excavation is the proposed excavation limit.
 - 2. Lower and lateral limits are as authorized by the ENGINEER.
 - 3. Volumes of open spaces (e.g., manholes, pipes, dripstones, inlets etc.) will not be measured in backfill calculations.

15. 32 01 05 SIGN TYPE A-1 (EA)

- A. Payment covers all costs for labor, materials, equipment, and appurtenances require to install type A-1 sign as shown on project plans, complete and in place. Payment includes sign panel, mounting hardware, signpost, sign base, excavation, concrete, base anchor, and backfill.

16. 32 11 23 UNTREATED BASE COURSE (PLAN QUANTITY) (CU YD)

- A. Payment includes all costs for labor, equipment and material necessary to install, compact, and grade untreated base course material.

17. 32 16 13 RECONSTRUCT CONCRETE DRIVEWAY (SQ FT)

- A. Payment includes all costs for labor, equipment and material to remove existing concrete driveway and place 4" concrete driveway over 6 inches of untreated base course. Includes the necessary untreated base course and excavation/granular borrow fill for correct placement of concrete driveway. Curb and gutter installation is not included in this payment, except cutting the curb.

18. 32 12 16.13 HMA – ¾ Inch (TON)

- A. Payment includes all costs for labor, equipment and material to place 3-5 inches of HMA – DM ¾ PG 58-28 in its final position. Weigh tickets shall be provided to the ENGINEER daily.

19. 32 16 13 CONCRETE CURB – 6” (FT)

- A. Payment includes concrete, excavation, labor, equipment and untreated base course for installation.

20. 32 16 13 CONCRETE CURB AND GUTTER – 30” (FT)

- A. Measured along the roadway face.
- B. Payment includes concrete, excavation, labor, equipment and untreated base course for installation.

21. 32 16 13 CONCRETE CURB AND GUTTER TRANSITION (FT)

- A. Measured along the roadway face.
- B. Payment includes concrete, excavation, labor, equipment and untreated base course for installation.

22. 32 16 13 CONCRETE SIDEWALK (SQ FT)

- A. Payment includes all costs for labor, equipment and material to place 4” concrete sidewalk over 6 inches of untreated base course. Includes the necessary untreated base course and excavation/granular borrow fill for correct placement of concrete sidewalk.

23. 32 16 14 ADA PEDESTRIAN RAMP (EA)

- A. Payment covers all costs for labor, materials, equipment, and appurtenances required to furnish and install pedestrian access ramp at the locations and grades specified.
- B. Payment includes excavation, untreated base course, curb and gutter and detectable warning surface (coordinate panel color with Owner).
- C. Pedestrian access ramp includes the area for all ramps, transitions, and turn space to the point where the 12H:1V ramps intersect the prevailing sidewalk grade.

24. 32 16 14 RECONSTRUCT ADA PEDESTRIAN RAMP (EA)

- A. Payment covers all costs for labor, materials, equipment, and appurtenances required to remove, furnish and install pedestrian access ramp, at the locations and grades specified, and with accordance to federal and state regulations.
- B. Payment includes all necessary equipment and labor to saw cut, remove, haul, and dispose of all pavement as specified on plans
- C. Payment also includes excavation, untreated base course, curb and gutter, and detectable warning surface (coordinate panel color with Owner).
- D. Pedestrian access ramp includes the area for all ramps, transitions, and turn space to

the point where the 12H:1V ramps intersect the prevailing sidewalk grade.

25. 32 17 23 PAVEMENT MARKING PAINT – 4” DYL (FT)

- A. Removal of unauthorized, smeared, or damaged markings will not be paid for.
- B. Payment covers all costs for labor, materials, equipment, and appurtenances required to furnish and place pavement marking paint and includes two separate applications one month apart. All striping and pavement markings shall be placed per layout in project plans or as directed by the ENGINEER. Payment includes glass beads, color, and any survey/mapping to ensure accuracy of placement. Traffic control is paid by Traffic Control item.

26. 32 17 23 PAVEMENT MARKING PAINT – 4” SWL (FT)

- A. Removal of unauthorized, smeared, or damaged markings will not be paid for.
- B. Payment covers all costs for labor, materials, equipment, and appurtenances required to furnish and place pavement marking paint and includes two separate applications one month apart. All striping and pavement markings shall be placed per layout in project plans or as directed by the ENGINEER. Payment includes glass beads, color, and any survey/mapping to ensure accuracy of placement. Traffic control is paid by Traffic Control item.

27. 32 17 23 PAVEMENT MARKING PAINT – 4” SBL (FT)

- A. Removal of unauthorized, smeared, or damaged markings will not be paid for.
- B. Payment covers all costs for labor, materials, equipment, and appurtenances required to furnish and place pavement marking paint and includes two separate applications one month apart. All striping and pavement markings shall be placed per layout in project plans or as directed by the ENGINEER. Payment includes glass beads, color, and any survey/mapping to ensure accuracy of placement. Traffic control is paid by Traffic Control item.

28. 32 17 23 PAVEMENT MESSAGE (PREFORMED THERMOPLASTIC, SL, CROSSWALK – 12 INCH) (EA)

- A. Removal of unauthorized, smeared, or damaged markings will not be paid for.
- B. Payment covers all costs for labor, materials, equipment, and appurtenances required to furnish and place thermoplastic pavement messages (Stop Line and 12” Crosswalks) per project plans or as directed by the ENGINEER. Payment also includes any survey or mapping required to ensure accuracy of placement.
- C. Payment covers all costs for labor, materials, equipment, and appurtenances required to furnish and place thermoplastic pavement messages (Stop Line and 12” Crosswalks) per project plans or as directed by the ENGINEER. Payment

also includes any survey or mapping required to ensure accuracy of placement.

29. 32 17 23 PAVEMENT MESSAGE PAINT – INTERNATIONAL SYMBOL OF ACCESSIBILITY (EA)

- A. Removal of unauthorized, smeared, or damaged markings will not be paid for.
- B. Payment covers all costs for labor, materials, equipment, and appurtenances required to furnish and place thermoplastic pavement messages (International Symbol of Accessibility) per project plans or as directed by the ENGINEER. Payment also includes any survey or mapping required to ensure accuracy of placement.

30. 33 31 00 CAP SEWER SERVICE (EA)

- A. Payment includes cap and/or plug of sewer lateral at sewer main as specified in 33 31 00 Part 3.2.

31. 33 41 00 ADJUST CATCH BASIN TO GRADE (EA)

- A. Payment includes concrete, excavation, labor, equipment and untreated base course for adjustment.

32. 34 41 13 TRAFFIC SIGNAL SYSTEM – CENTER ST (LUMP)

- A. Payment covers all costs for labor, materials, equipment, and appurtenances required to install signal system per project plans and specifications.
- B. Price includes installation of County furnished materials, conduit, conductor, cables, junction boxes, directional boring, trenching, utility potholing, foundations, coordination with Rocky Mountain Power, and furnishing and installing all other materials necessary to provide a complete and fully operational signal system, includes backfill and concrete patching of sidewalk and curb and gutter removed for the purpose of trenching and boring conduit. Also includes removal of existing unused traffic loop cables if present. Payment includes removal of existing pedestrian push button assembly and pole and complete installation of pedestrian push button assembly and pole with sign and hardware.

33. 02 41 13 REMOVE CONCRETE PIPE (FT)

- A. Payment includes pipe end section and appurtenances.
- B. This item also includes legal disposal of removed materials. Estimated plan quantities are based on preliminary field review for bidding purposes only. Coordinate with Engineer to determine length of removal required. This item may be reduced, deleted or increased over the bid quantities from the contract. The price for the actual quantities will be based on the unit bid price included in the contract.

A.1 – ADDITIVE #1

RADAR DETECTION AT 200 SOUTH

34. 34 41 13 TRAFFIC SIGNAL SYSTEM – RADAR AT 200 SOUTH (LUMP)

- A. Payment covers all costs for labor, materials, equipment, and appurtenances required to install signal system per project plans and specifications.
- B. Price includes installation of County furnished materials, conduit, conductor, cables, junction boxes, directional boring, trenching, utility potholing, foundations, coordination with Rocky Mountain Power, and furnishing and installing all other materials necessary to provide a complete and fully operational signal system, includes backfill and concrete patching of sidewalk and curb and gutter removed for the purpose of trenching and boring conduit. Also includes removal of existing unused traffic loop cables if present. Payment includes removal of existing pedestrian push button assembly and pole and complete installation of pedestrian push button assembly and pole with sign and hardware.

A.2 – ADDITIVE #2

SIGNAL HEADS AT CENTER ST

35. 34 41 13 TRAFFIC SIGNAL SYSTEM – SIGNAL HEADS AT CENTER (LUMP)

- A. Payment covers all costs for labor, materials, equipment, and appurtenances required to install signal system per project plans and specifications.
- B. Price includes installation of County furnished materials, conduit, conductor, cables, junction boxes, directional boring, trenching, utility potholing, foundations, coordination with Rocky Mountain Power, and furnishing and installing all other materials necessary to provide a complete and fully operational signal system, includes backfill and concrete patching of sidewalk and curb and gutter removed for the purpose of trenching and boring conduit. Also includes removal of existing unused traffic loop cables if present. Payment includes removal of existing pedestrian push button assembly and pole and complete installation of pedestrian push button assembly and pole with sign and hardware.

AGREEMENT

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
 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 _____, or unless terminated earlier, or performance has been completed.

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

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

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:
JOSH DANIELS
Utah County Clerk/Auditor

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
Deputy Clerk/Auditor

By: _____
THOMAS V. SAKIEVICH, Chair

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

CONTRACTOR

By: _____
Deputy Utah County Attorney

By: _____
Its: _____

ATTACHMENT A

UTAH COUNTY STANDARD TERMS AND CONDITION

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;

(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.

(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. 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.

3. PAYMENT. Payments from the County are normally made by the end of the month 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, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. 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 a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

6. 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.

7. 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, including but not limited to General Data Protection Regulation 2016/679 of the European Union ("GDPR") and similar provisions from any jurisdiction in the United States and any locations where data is or may be stored.

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

9. 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.

10. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify 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. 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.
11. **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.
12. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (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.
13. **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.
14. **SALES TAX EXEMPTION.** 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. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
15. **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 the 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.

16. **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.
17. **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.
18. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent the remainder from being carried into effect.
19. **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.
20. **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.
21. **WARRANTY.** 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.

22. **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.

23. **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.
24. **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.
25. **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.
26. **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.
27. **COUNTERPARTS AND FACSIMILE SIGNATURES.** 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.
28. **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.
29. **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.
30. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
31. **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.
32. **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 10. Indemnification, Section 11. Indemnification Relating to Intellectual Property, and Section 15. Confidentiality.**
33. **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 October 6, 2021

ATTACHMENT B
CONTRACTOR'S BID PROPOSAL

TOTAL BID PRICE

All completion dates, as required below, must be set forth by Contractor. Utah County, in its sole discretion, shall determine if said dates are acceptable and meet the needs of Utah County. Please see Note below.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>BID PRICE</u>
A.0	Base Bid: 100 East & Center St Improvements Completion Date _____	\$ _____
A.1	ADD Alternate #1 – Radar Detection at 200 South Completion Date _____	\$ _____
A.2	ADD Alternate #2 – Signal Heads at Center Street Completion Date _____	\$ _____
TOTAL BID PRICE		\$ _____

CERTIFICATION

I hereby certify that I have read, understand, and agree to all sections, Exhibits, and Attachments of this Invitation to Bid for 100 East & Center St Improvements. I further certify that the information submitted by me/my company in response to this ITB, including the pricing and other information, is true and accurate, and reflect a careful examination of the site of the work, the Specifications, Drawings and form of the agreement, all of which are made a part hereof. Me/my company proposes 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 proposals, to waive minor irregularities when to do so would be in the best interests of Utah County, and to negotiate a price for the proposed services as determined to be in the best interest of Utah County.

I acknowledge that I/my company has received and reviewed the following Addenda:

Addendum No.	Addendum Date

_____ Date

_____ Business License Number

_____ State Contracting License Number

Name, Address, and Phone Number of Contractor

State License Classification Number

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 **June 1, 2023**, 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 (Exhibit A).

Signature of the Preparer

Company Seal

Title of Preparer

EXHIBIT A
BIDDING SCHEDULE

**A.0 BASE BID
BIDDING SCHEDULE**

Item	APWA	DESCRIPTION	Unit	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
ROADWAY						
1	01 55 26	Traffic Control	Lump	1		
2	01 71 13	Mobilization	Lump	1		
3	01 71 34	Survey	Lump	1		
4	31 11 00	Site Clearing	Lump	1		
5	02 41 14	Remove Concrete	SQ FT	3,133		
6	02 41 14	Remove Concrete Curb and Gutter	FT	445		
7	31 11 00	Remove Tree Stump	EACH	3		
8	34 41 15S	Polymer Concrete Junction Box	EACH	1		
9	26 05 34	Adjust Junction Box to Grade	EACH	2		
10	26 05 34	Relocate Junction Box	EACH	1		
11	31 05 13	Borrow (Plan Quantity)	CU YD	93		
12	31 05 13	Granular Borrow (Plan Quantity)	CU YD	211		
13	31 05 21	Paving Geotextile Fabric	SQ YD	759		
14	31 23 16	Roadway Excavation (Plan Quantity)	CU YD	561		
15	32 01 05	Sign Type A-1	EACH	1		
16	32 11 23	Untreated Base Course (Plan Quantity)	CU YD	154		
17	23 12 13	Reconstruct Concrete Driveway	SQ FT	493		
18	32 12 16.13	HMA – 3/4 Inch	TON	254		
19	32 16 13	Concrete Curb – 6”	FT	57		
20	32 16 13	Concrete Curb and Gutter – 30”	FT	487		
21	32 16 13	Concrete Curb and Gutter Transition	FT	12		
22	32 16 13	Concrete Sidewalk	SQ FT	3092		
23	32 16 13	ADA Pedestrian Ramp	EACH	1		
24	32 16 14	Reconstruct ADA Pedestrian Ramp	EACH	2		
25	32 17 23	Pavement Marking Paint - 4" DYL	FT	175		
26	32 17 23	Pavement Marking Paint - 4" SWL	FT	379		
27	32 17 23	Pavement Marking Paint - 4" SBL	FT	36		
28	32 17 23	Pavement Message (Preformed Thermoplastic, SL, Crosswalk – 12 inch)	FT	532		
29	32 17 23	Pavement Message Paint – International Symbol of Accessibility	EACH	1		
30	33 31 00	Cap Sewer Service	EACH	1		
31	33 41 00	Adjust Catch Basin to Grade	EACH	1		
32	34 41 13	Traffic Signal System - Center St	LUMP	1		
33	02 41 13	Remove Concrete Pipe (Contingency)	FT	100		

A.0 TOTAL \$ _____

**A.1 ADDITIVE #1
RADAR DETECTION AT 200 SOUTH
BIDDING SCHEDULE**

Item	APWA	DESCRIPTION	Unit	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
34	34 41 13	Traffic Signal System - Radar at 200 South	LUMP	1		

A.1 TOTAL \$ _____

**A.2 ADDITIVE #2
SIGNAL HEADS AT CENTER
BIDDING SCHEDULE**

Item	APWA	DESCRIPTION	Unit	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
35	34 41 13	Traffic Signal System - Signal Heads at Center	LUMP	1		

A.2 TOTAL \$ _____

BID TOTAL \$ _____

Note: The above quantities are only an estimate, but a fixed number is required for Bid evaluation purposes. Actual payment for unit price items will be based upon inspection records kept by the Project Engineer and the actual work completed, approved and accepted by the Project Engineer. Utah County reserves the right to eliminate portions of the work from this bid and contract due to budget constraints or high construction costs.

ATTACHMENT C
SPECIAL PROVISIONS

SECTION 01 11 00S SUMMARY OF WORK

This specification adds to the 2017 Edition APWA Standard Specification Section 01 11 00. All other provisions of the Section remain in full force and effect.

PART 1 GENERAL

The Contractor shall carefully read all notes and specifications. The Contractor shall be satisfied as to the true meaning and intention and shall be responsible for complying with each.

1.1 GENERAL NOTES

- A. All work to be performed per Utah County and Pleasant Grove specifications and standards. In the event that the municipalities do not offer specifications for the work, the latest APWA, AASHTO, ASTM, AWWA, and the MUTCD standards shall apply. Where conflicts arise, the most stringent code will apply.
- B. 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.
- C. 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 engineer immediately regarding any discrepancies or ambiguities which may exist in the plans or specifications. The engineer's interpretation thereof shall be conclusive.
- D. The contractor shall be skilled and regularly engaged in the general class and type of work called for in the project plans and specifications. Therefore, the owner is relying upon the experience and expertise of the contractor, it shall be expected that prices provided within the contract documents shall include 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 be competent, knowledgeable and have special skills on the nature, extent and inherent conditions of the work to be performed. Contractor shall also acknowledge that there are certain peculiar and inherent conditions existent in the construction of the particular facilities, which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons, property and the environment. Contractor shall be aware of such peculiar risks and have the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.
- E. The contractor shall, at the time of bidding, and, throughout the period of the contract, be licensed in the State of Utah and shall be bondable for an amount equal to or greater than the amount bid and to do the type of work contemplated in the plans and specifications. Contractor shall be skilled and regularly engaged in the general class and type of work called for in the plans and specifications.
- F. Contractor shall inspect the site of the work prior to bidding to satisfy themselves by personal examination or by such other means as they may prefer, of the location of the proposed work, and of the actual conditions of and at the site of work. If, during

- the course of their examination, a bidder finds facts or conditions which appear to them to be in conflict with the letter or spirit of the project plans and specifications, they shall contact the County for additional information and explanation before submitting their bid. Awarding the contract to the contractor and the contractor signing said contract shall constitute acknowledgement that the contractor relied and are relying on their own examination of (1) the site of the work, (2) access to the site, and (3) all other data and matters requisite to the fulfillment of the work and on their own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under this contract. The information provided by the owner or the engineer is not intended to be a substitute for, or a supplement to the independent verification by the contractor to the extent such independent investigation of site conditions is deemed necessary or desirable by the contractor. Contractor shall acknowledge that they have not relied solely upon owner or engineer furnished information regarding site conditions in preparing and submitting their bid
- G. The contractor shall be responsible to provide all water, power, sanitary facilities and telephone services as required for the contractors use during construction.
 - H. The contractor shall be held responsible for any field changes made without prior written authorization from the owner, engineer, and/or any regulatory agency.
 - I. The contractor shall maintain a neatly marked set of full -size as-built record drawings showing the final location and layout of all roadways, piping and conduits, structures and other facilities. As-built drawings are to be submitted by the contractor prior to substantial completion and Utah County's acceptance of the construction.
 - J. Work in easement and/or rights-of-way is subject to the approval and acceptance of the regulatory agency responsible for operation and/or maintenance of said easement and/or rights-of-way.
 - K. Contractor shall attend all preconstruction and construction conferences and weekly meetings

PART 3 EXECUTION

3.1 PRECONSTRUCTION

- A. The Contractor shall notify the Utah County Public Works Department (801-851-8600) and Construction Management Division of Project Engineering Consultants (801-858-3290) a minimum of three (3) weeks before beginning work.
- B. The Contractor is responsible to notify all appropriate government and private entities associated with the project. The following must be contacted 48-hours prior to construction as applicable to the project:

Utah County Public Works	(801) 851-8600
Pleasant Grove	
Public Works	(801) 785-2941
Fire Department	(385) 248-0070
Blue Stakes	811
Rocky Mountain Power	(800) 469-3981
Century Link	(801) 356-6975
Alpine School District	(801) 610-8400
Utah Department of Transportation	(801) 965-4000
Utah Transit Authority	(801) 743-3882
Metro Water District of Salt Lake	(801) 942-1391

- C. The contractor shall schedule a pre-construction meeting with Utah County prior to the start of construction. Those in attendance shall include Utah County, Pleasant Grove, representatives of the consultant construction management team, representatives of the contractors and other affected agencies.

3.2 SCHEDULE

- A. Prior to construction the contractor will provide Utah County Public Works and Project Engineering Consultants a baseline schedule for approval. The Contractor will provide weekly schedule updates.
- B. Regular work hours are seven (7) a.m. until seven (7) p.m. or dusk (whichever occurs first) of the same day, Monday through Friday. The Contractor will not permit overtime work outside of regular working hours or the performance of work on Saturday, Sunday or any legal holiday without receiving written consent from the Utah County Engineer. Requests for weekend work approval must be submitted, in writing to Utah County no later than Wednesdays at 3:30pm for the subsequent weekend and requests for holiday work approval must be submitted, in writing to Utah County no later than 7:00 a.m., two (2) business days prior to the holiday.
- C. Contractor Lane Closures
- a. Contractor must submit traffic control plan and detour plans to County and Cities for approval
 - b. Single Lane closures will be allowed when flaggers and/or temporary signals are provided. Single lane closures must be less than 1000 feet in length.

3.3 GENERAL LIMITATIONS

- A. Work in public streets, once begun, shall be prosecuted to completion without delay so as to provide minimum inconvenience to adjacent property owners and to the traveling public.

- B. Contractor shall work with property owners with impacts to existing fences to ensure temporary fencing and proposed fencing meet the needs of the owner as approved by Utah County.

3.4 PUBLIC INVOLVEMENT

- A. Prior to beginning work on adjacent properties, the Contractor will obtain any permits to enter and construct from Utah County necessary to perform the work as documented in the plans. The contractor will be responsible for acquiring any additional permits made necessary by any changes to the plans after construction begins.
- B. Access to any adjacent private property shall be maintained throughout the construction period.
- C. The contractor is responsible to provide and distribute written notice to all residents located within the project area at least **72-hours** prior to construction. Work to be conducted within commercial or industrial areas may require a longer notification period and additional contractor coordination with property owners. The written notice is to be approved by Utah County and Pleasant Grove.
- D. The contractor shall provide weekly updates to the project website. The contractor shall provide a call line and/or email for the public for correspondence.

3.5 PLANS

- A. In case of discrepancy between scaled and figured dimensions, figured dimensions shall govern.
- B. Failure of plans or specifications to mention specifically the provision of any item(s), or performance of any work or procedure which would normally be required to complete the project, shall not relieve the Contractor of his responsibility to provide such item(s) or to perform such work or procedure.
- C. If for any reason proposed facilities cannot be constructed in accordance with approved plans, Contractor must immediately inform Construction Inspector. The Contractor will coordinate with the construction management team to determine the best practice solutions to construct the intent of County project plans.

3.6 CONSTRUCTION SITE

- A. The contractor will comply with all public safety, state, county, city and OSHA standards.
- B. The Contractor is required to keep all construction activities within the approved project limits. This includes, but is not limited to, vehicle and equipment staging, material storage and limits of trench excavation. It is the Contractor's responsibility to obtain permission and/or easements from the appropriate governing entity and/or individual property owner(s) for work or staging outside of the project limits.
- C. The contractor shall assume sole and complete responsibility for jobsite conditions during the course of construction, including safety of all persons and property. This requirement

shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify and hold the owner and engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project.

- D. Dust control shall be provided at all times, at the Contractor's expense, to minimize any dust nuisance and shall be in accordance with APWA specification 01 57 00. Water for dust control shall be drawn from an approved Pleasant Grove metered fire hydrant. The contractor is responsible for any costs for the use of city water.
- E. The contractor agrees to:
 - 1. Be responsible to clean the job site at the end of each phase of work.
 - 2. Be responsible to remove and dispose of all trash, scrap and unused material at their own expense in a timely manner
 - 3. Be responsible to maintain the site in a neat, safe and orderly manner at all times
 - 4. Be responsible for their own safety, traffic control, permits, retesting and re-inspections at their own expense.
 - 5. 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. Owner may designate a location adjacent to work for stockpiling of excess soils.
 - 6. Immediately remove any construction debris or mud tracked onto existing roadways.
 - 7. Repair any excavation or pavement failures caused by his construction.

3.7 CONSTRUCTION STAKING

- A. Contractor shall be responsible for all construction staking.
- B. Survey control - contractor must provide a registered land surveyor or persons under supervision of a registered land surveyor to set stakes for alignment and grade of each main and/or facility as approved. The stakes shall be marked with the horizontal location (station) and vertical location (grade)
- C. The contractor will be responsible for furnishing, maintaining, or restoring all survey monuments and reference marks within the project site. Contact the county surveyor for section corner monuments and Pleasant Grove prior to impacting monuments to establish documentation and restoration requirements.

3.8 CONSTRUCTION STAGING

- A. Contact Neal Winterton (Pleasant Grove City Engineer, 801-785-2941) and/or Glen Tanner (Utah County Public Works, 801-851-8600) for City and County approved construction staging areas.
- B. Construction vehicles shall use truck haul routes designated by Utah County and Pleasant Grove.
- C. Construction vehicles, contractor or private, and construction materials or equipment shall not be parked, placed, or stored within any public right-of-way that does not have the appropriate traffic control per the MUTCD.

3.9 MAINTENANCE OF TRAFFIC

- A. Construction vehicles, contractor or private, and construction materials or equipment shall not be parked, placed, or stored within any public right-of-way that does not have the appropriate traffic control per the MUTCD.
- B. For all work within public rights-of-ways or easements, the Contractor shall preserve the integrity and location of any and all public utilities and provide the necessary construction traffic control. Contractor shall, through the encroachment permit process, verify with the necessary regulatory agencies, and the need for any traffic routing plan. If plan is required, contractor shall provide plan and receive proper approvals prior to beginning construction.
- C. The Contractor shall be responsible for all traffic control during construction. All traffic controls shall conform to Utah County's standards and specifications and the MUTCD latest edition. A plan shall be submitted to Utah County for review and acceptance two weeks prior to construction.
- D. The Contractor shall immediately remove and replace traffic control devices which are damaged, do not function properly, or are determined by the construction inspector to be unsuitable for their purpose. Traffic control devices may be removed only upon approval of the construction inspector
- E. The contractor shall provide all lights, barricades, signs, flagmen or other devices necessary for public safety.
- F. Traffic will not be allowed on roto-milled surfaces longer than 24 hours.

3.10 MATERIAL

- A. All construction and materials shall be in accordance with these contract documents and the most recent editions of the following unless otherwise noted and approved in writing by the Utah County Engineer.
 - 1. Pleasant Grove Standard Specifications and Drawings.
 - 2. 2017 APWA Manual of Standard Plans and Specifications.
 - 3. AASHTO "A Policy on Geometric Design of Highways and Streets".
- B. Asphalt Guarantee - The Contractor shall remove, dispose of, furnish and place permanent asphalt per County and City standards as applicable to the project. The Contractor shall guarantee the asphalt restoration for a period as required by the governing entity.
- C. The Contractor is responsible for providing soil, base aggregate and hot mix asphalt compaction testing. A certified technician must be onsite at all times during fill operations. Copies of soil compaction test results must be provided to, and approved by, the construction Inspection prior to placement of curbs and/or base aggregate. Copies of base aggregate compaction test results must be provided to, and approved by, the construction inspection prior to placement of hot mix asphalt.
- D. Where ditch or waterway stabilization matting of any type is specified, installation shall be in accordance with manufacturer's recommendations. Matting shall be placed on

bottom and side slopes to provide either 1.0' stabilized depth, unless otherwise indicated on plans.

- E. Any asphalt pavement should not be placed until approved by the construction inspector.
- F. Off-site borrow material to be imported for embankment construction and support of pavement is to meet the minimum subgrade soil specifications per Pleasant Grove Public Works Standard Specifications and Drawings. CBR testing of off-site borrow material shall be completed and the test results submitted to and approved by Utah County prior to delivery of the material. The paving design sections shown on the approved plans shall be reviewed and evaluated using the CBR testing results of the borrow material. Any changes to the pavement design sections based on the CBR test results shall be incorporated through the red-line revision process.
- G. All backfill shall conform to APWA, Pleasant Grove standard plans and specifications.
- H. All earthwork roadway materials shall be placed as outlined within the geotechnical report.
- I. Asphalt and Soil Testing – The Contractor is to provide Marshall and Proctor test data 24-hours prior to use. The Contractor is to provide compaction and density testing as required by Utah County Public Works or other governing entity. Trench backfill material and compaction tests are to be taken per APWA standard specifications, Section 33 05 20 – Backfilling Trenches, or as required by the Utah County project Engineer if native materials are used. No native materials are allowed within the pipe zone. The maximum lift for backfilling excavations is 8-inches. All materials and compaction testing is to be performed by a lab recognized and accepted by Utah County Public Works.

3.11 ROADWAY CONSTRUCTION

- A. All curb and gutter shall be in place before street paving unless prior approval is obtained.
- B. All manhole rims, valves and monument boxes, etc. Shall be adjusted to finish grade after street paving, unless otherwise noted. Cost for this work shall be included in the unit prices for paving.
- C. Payment for pavement will be made only for areas shown on plans. Replacement of pavement which is broken or cut during the installation of the work covered by these specifications, and which lies outside of said areas, shall be included in the contractor's unit price for pavement, and no additional payment shall be made for such work.

3.12 REMOVALS

- A. If existing improvements need to be disturbed and/or removed for the proper placement of improvements as designated by the plans, the Contractor shall be responsible for protecting existing improvements from additional damage. Cost of replacing or repairing existing improvements shall be included in the unit price bid for items requiring removal and/or replacement of existing improvements. There will be no extra payment to the contractor for replacing or repairing existing improvements.

- B. Whenever existing facilities are removed, damaged, broken, or cut in the installation of the work covered by these plans or specifications, said facilities shall be replaced at the contractor's expense, after proper backfilling and/or construction, with materials equal to or better than the materials used in the original existing facilities. The finished product shall be subject to the approval of the owner, the engineer, and the respective regulatory agency.

3.13 EROSION CONTROL / GRADING NOTES

- A. The Contractor shall submit erosion control plans to the County and Pleasant Grove for approval prior to construction.

3.14 CONSTRUCTION INSPECTIONS

- A. Utah County has contracted with Project Engineering Consultants to provide construction management and inspection services.
- B. All materials and workmanship shall be subject to inspection by Utah County and Pleasant Grove. Utility inspections will be completed by Pleasant Grove. Utah County reserves the right to accept or reject any such materials and workmanship that does not conform to standards and specifications.
- C. Inspections and onsite visits are not to be construed as a guarantee by Utah County of the contractors' contractual commitment. Requests for inspection by Utah County and Pleasant Grove shall be made by the contractor a minimum of twenty-four (24) hours in advance.
- D. All testing shall conform to the regulatory agency's standard specifications. All testing and inspection shall be paid for by the Owner; all re-testing and/or re-inspection shall be paid for by the contractor.

3.15 CLEARING AND GRUBBING

- A. Clear and grub site as necessary. Contractor shall retain vegetation in areas where no grading is proposed.
- B. Existing vegetation should be preserved wherever possible and disturbed portions of the site shall be stabilized. Stabilization practices may include, but are not limited to, temporary seeding, permanent seeding, mulching, geotextiles sod stabilization, vegetative buffer strips, protection of trees, preservation of natural vegetation and other appropriate measures. Use of impervious surfaces for stabilization shall be avoided.

3.16 UTILITIES

- A. Contractor shall be responsible to protect in place all utilities shown or not shown on this plan.
- B. Prior to opening an excavation, effort shall be made to determine whether underground installations; i.e., sewer, water, natural gas, electric lines, etc., will be encountered and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging; and, when it is uncovered, adequate protection shall be

provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least 48 hours prior to the start of actual excavation.

3.17 SIGNAL

- A. Signal upgrades to be performed to UDOT Standard Drawings (SG Series) and Specifications, and as directed by project plans.
- B. Existing signal to remain in operation until switch over can be performed. Coordinate any shutdown of existing signal with the Engineer. Provide police direction of traffic during any shutdown period.
- C. See project plans for contact information for Rocky Mountain Power, and PineTop Engineering to coordinate power relocation and to obtain County furnished materials.
- D. Salvage equipment per Signal Schedule Sheet.

3.18 SEWER LINE

- A. Cap sewer line to APWA standards.

3.19 SIGNING AND STRIPING

- A. Striping and pavement markings shall be in conformance with APWA standard specifications and MUTCD.
- B. The contractor shall renew or replace any existing traffic striping and/or pavement markings, which have been either removed or the effectiveness of which has been reduced during his operation. Renewal of pavement striping and marking shall be done in conformance with APWA standard specifications.
- C. The contractor shall be responsible for the removal of all striping and/or pavement markings necessary to tie existing striping into future striping. Method of removal shall be by waterblasting, unless otherwise approved by engineer
- D. The contractor shall be responsible for removing and replacing any existing signs, structures, fences, etc., encountered on the job and restoring them to their original condition if necessary to perform road work and improvements identified in the plans.

3.20 RIGHT-OF-WAY

- A. Contractor shall obtain an encroachment permit where applicable for any work done within rights-of-way or easements from Pleasant Grove, 24 hours in advance of commencing the work, or as required by said permits.
- B. The contractor shall exercise due caution and shall carefully preserve bench marks, control points, reference points and all survey stakes, and shall bear all expenses for replacement and/or errors caused by their unnecessary loss or disturbance.

3.21 PERMITS FEES AND AGREEMENTS

- A. Contractor must obtain all the necessary permits and agreements and pay all applicable fees prior to any construction activities. Contact Utah County Public Works, Pleasant Grove, and water agencies for permits and inspections required for any work conducted within Utah County's public right-of-way and utility easements. Applicable utility permits may include mainline extension agreements and service connection permits. All utility work must be bonded. All contractors must be licensed to work on city utility mains.
- B. Construction sites must be in compliance with the Utah Pollution Discharge Elimination System (UPDES) storm water permit for construction activities (801-538-6923). A copy of the permit's storm water pollution prevention plan must be submitted to Public Works for review and approval. Additional water quality and erosion control measures may be required.

END OF SECTION

**SECTION 01 26 00.1S
MISCELLANEOUS REPAIRS**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Procedures for allocating Utah County contingency funds

1.2 DEFINITIONS

- A. **Contingency** – Utah County has set aside funds to be allocated at the discretion of Utah County Engineer for miscellaneous repairs through the duration of the project.

1.3 PRELIMINARY PROCEDURES

- A. Utah County reserves the right to increase/decrease the quantities identified in the bid schedule. Estimated quantities are based on preliminary field review for bidding purposes only. Actual quantities needed for construction will be determined by the Contractor and verified. Quantities may be reduced, deleted, or increased beyond the bid quantities listed in the contract. Actual quantities will be paid at the agreement unit price.
- B. Contractor shall submit contract changes in accordance with APWA Section 01 26 00 to Project Engineer and Utah County.
- C. Contractor shall supplement submittal with documentation supporting changes to contract.
- D. Utah County Engineer will review proposals and/or claims for approval
- E. If approved, Project Engineer shall prepare a Change Order in accordance with APWA Section 01 26 00.
- F. Funds shall be paid per contract agreement, in accordance to work completed, inspected and approved.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01 57 00S TEMPORARY CONTROLS

This specification adds to the APWA Standard Specification 2017 Edition Section 01 57 00. All other provision of the Section remain in full force and effect.

PART 2 PRODUCTS

Add the following:

2.2 TEMPORARY ENVIRONMENTAL CONTROLS

A. Fiber Roll

1. Diameter (minimum weight per linear foot)
 - a. 18 inch (3 lb per linear foot)
 - b. 12 inch (2 lb per linear foot)
 - c. 9 inch (1 lb per linear foot)
2. Functional Longevity – 24 months minimum (includes netting material).
3. Matrix material – Wood excelsior, rice or wheat straw, and coconut fibers (coir) or in combination.
 - a. Material must be weed free.
4. Netting – UV stabilized synthetic or coir material, with 1 inch maximum opening size, secured at end for matrix containment.
5. Wood Stakes
 - a. 18 inch Fiber Roll – ¾ inches and 1½ inches by 3 feet minimum dimensions.
 - b. 12 inch Fiber Roll – ¾ inches and 1½ inches by 18 inch minimum dimensions.
 - c. 9 inch Fiber Roll – ¾ inches and 1½ inches 18 inch minimum dimensions.

B. Gutter-Inlet Barrier

1. Apparent Opening Size (ASTM D 4751) – between 20 and 40 sieve.
2. UV Resistance (ASTM D 4355) – 65 percent minimum.
3. Flow Rate (ASTM D 4491) – 100 gpm/ft² minimum.
4. Filter Material – Monofilament, woven or nonwoven geotextile.
5. Provide protection to entire inlet opening.
6. Types:
 - a. Above Inlet Grate
 - 1) Mount securely to the top side of the inlet grate at each corner with cable ties, wire or similar.
 - b. Inlet Cover Grate
 - 1) Sewn geotextile fabric that envelopes entire inlet grate.
 - 2) Must have built-in lifting straps or other device to allow removal of inlet grate and barrier.
 - c. Below Inlet Grate
 - 1) Mount device securely to the inlet grate or have independent frame that allows geotextile bag to hang below grate to capture runoff.

- 2) Must be designed with a bypass feature that allows stormwater to be conveyed into the conveyance system when geotextile is filled to capacity.
- 3) Must be able to remove from storm drain inlet and maintain device without dumping captured sediment into the storm drain system.

PART 3 EXECUTION

Add the following:

3.7 PREPARATION

- A. Refer to installation procedures outlined in the AASHTO Construction Stormwater Field Guide.
http://environment.transportation.org/pdf/field_guides/field_guide_construction_stormwater.pdf
- B. Install gutter-inlet barrier according to manufacturer's recommendations.

3.8 INSPECTION

- A. Check installed controls before and after each rain event to verify proper working function.
- B. Replace controls that are not properly working to prevent erosion and sedimentation.

3.9 MAINTENANCE

- A. Maintain controls to function properly until surrounding disturbed areas have met final stabilization measures.
- B. Remove accumulated sediments from controls when depth reaches 50 percent of the control height or when it interferes with the performance of the control.
- C. Properly dispose of accumulated sediment.

3.10 REMOVAL

- A. Remove temporary environmental controls when surrounding disturbed areas have met final stabilization measures, except as follows:
 1. Do not remove perimeter controls, such as silt fence, fiber rolls or straw bales, when they protect a wetland or waterway unless the surrounding area meets final stabilization requirements identified within the UCGP.
 2. When the Engineer determines that controls should remain in place.
- B. Remove temporary environmental fence and posts upon completion of constructions.

END OF SECTION

SECTION 34 41 15S
POLYMER CONCRETE JUNCTION BOX

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Polymer concrete junction boxes, ground rods, and maintenance markers. Includes Type I, Type II, and Type III Polymer-Concrete Junction Boxes per UDOT Standards.

1.2 RELATED SECTIONS

- A. APWA Section 31 05 13 Common fill
- B. APWA Section 02 41 13 Selective Site Demolition
- C. APWA Section 32 12 16.13 Plant-Mix Bituminous Paving
- D. APWA Section 34 41 14 ATMS Conduit
- E. APWA Section 31 05 15 Cement Treated Fill
- F. APWA Section 03 30 04 Concrete
- G. APWA Section 32 13 73 Concrete Paving Joint Sealants

1.3 REFERENCES

- A. ASTM C 579: Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
- B. ASTM C 580: Flexural Strength and Modulus of Elasticity of Chemical- Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
- C. American National Standards Institute (ANSI)
- D. Society of Cable Telecommunications Engineers (SCTE) Standards
- E. USDA Rural Utilities Service (RUS) Specifications

PART 2 PRODUCTS

2.1 FILL

- A. APWA Section 31 05 13 Common Fill.
- B. APWA Section 31 05 15 Cement Treated Fill.
- C. Hand-mix grout
 - 1. Minimum strength – 50 psi
 - 2. Maximum strength – 150 psi
 - 3. Slump – 5 inches to 10 inches

2.2 JUNCTION BOXES AND LIDS

- A. Junction boxes – pre-cast polymer concrete. Refer to DT-10 or The Utah Department of Transportation 2017 Standard Specifications and Standards Drawings for Road and Bridge Construction books found at: <http://www.udot.utah.gov/go/2017standards> for

Junction box sizing found on page AT 7A

- B. Furnish boxes, rings, and lids that meet all the requirements identified on AT 7A
- C. Use split lids with Type III-PC junction boxes where specified
- D. Use lids for all junction boxes specified by application.
 - 1. Manufacture lids with the following marking in the logo area, in 1 inch cast in place recessed letters:
 - a. “Utah County” on lid #1 and “Fiber Optic” on lid #2 for all Type III communication Junction Boxes.
 - b. “Utah County” for all Type II communication Junction Boxes.
 - c. Traffic Signal, Street Lighting, Electrical, and Landscaping also use this type of description.
- E. Lid Access Points – recessed reinforced steel pull slots rated for 3000 pounds to allow removal of cover with a hook or lever. Replace lid if damage occurs to the pulling point.
- F. Lid Bolt Holes – self draining.
- G. Bolts – Zinc plated recessed hex head coil bolts with washer.

2.3 UTILITY MARKER POST

- A. Not Required.

2.4 GROUND ROD

- A. Ground Rods – Refer to Section 26 56 19.

2.5 WIRING

- A. Ground Conductor – Refer to Section 26 56 19.

2.6 CONCRETE COLLAR

- A. Class AA(AE) concrete – Refer to Section 03 30 04.

2.7 EXPANSION JOINT MATERIAL

- A. Preformed expansion joint filler.

PART 3 EXECUTION

3.1 BACKFILL

- A. Place 12 inches of free draining granular backfill under junction boxes.
- B. Compact granular backfill borrow or approved native soil around the junction box collar. Match the top 6 inches to the composition, density, and elevation of the surrounding surface.

3.2 JUNCTION BOX AND EXTENSION

- A. Install according to manufacturer’s recommendations.
- B. Precast junction boxes with precast conduit holes or drill holes to match conduit entry where required without damaging the box. Use grout to create a complete seal between conduit and the junction box wall. Finish grout smooth and flush with the interior wall.

1. Make drilled holes in junction box not more than ¼ inches larger than conduit diameter.
 2. Seal conduit and microduct ends inside all junction boxes with at least 2 inch thick duct seal after cables are installed.
 3. Seal vacant conduit and microducts with a manufactured conduit plug and attach detectable pull tape where applicable.
- C. Level the top of junction box and grade with positive drainage away from the box.
- D. Conduit in junction box
1. Do not install conduit within 2 inches of junction box corner.
 2. Extend PVC conduit 2 inches, HDPE conduit 6 inches, microduct oversheath 6 inches and individual microducts 2 ft beyond the inside wall of the junction box.
 3. Align ATMS conduit ends by color at each side of the box.
 4. Enter conduit through the sides of the junction box and not from the bottom.
 5. Place the conduit in the bottom half of the junction box wall at least 3 inches above the floor.
 6. Install bushings on all conduits before cable installation.
- E. Remove concrete sidewalk or other surfaces that require removal by saw cutting.
1. Remove entire section of concrete, joint to joint. Refer to Section 02 41 13.
 2. Replace with in-kind materials to match the existing grade, texture, and color of concrete or other surface.
- F. Install Engineer-approved ½ inch preformed expansion joint material around entire periphery of ring for junction boxes installed in paved surface.
- G. Encase all conduit in flowable fill or approved hand-mix grout where the conduit enters the junction box.
- H. Provide a cast-in-place 1 inch thick grout floor, with a 1 inch diameter drain at the low point, for all Type I, II, and III-Polymer Concrete Junction Boxes or provide a box with a prefabricated floor with a 1 inch drain hole. Use grout according to ASTM C 579 and ASTM C 580.
- I. Do not stack boxes.

3.3 CONCRETE COLLAR

- A. Class AA(AE) concrete – Refer to Section 03 30 04.
- B. Install concrete collars around junction boxes in all locations except where junction boxes are in concrete paved surfaces.

3.4 GROUND ROD

- A. Ground Rods – Refer to Section 26 56 19.

3.5 RESTORATION

- A. Restore all areas damaged during the installation of the junction boxes at no additional cost to the County.

END OF SECTION

ATTACHMENT D

GENERAL LIABILITY AND WORKERS COMPENSATION CERTIFICATE

