

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

**INVITATION TO BID
for
PAVEMENT PAINTING**

CLOSING DATE
FOR RECEIPT OF BIDS: Wednesday, May 11, 2016

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

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

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1. INVITATION TO BID

1.1 INTENT

Through this Invitation to Bid (ITB), Utah County intends to select a qualified Contractor to provide for the completion in every detail of the pavement painting work described herein for a three (3) year period ending December 31, 2018.

As specified by County, Contractor shall provide and apply pavement marking paint on County-owned roads, parkways, and properties located throughout Utah County.

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

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

1.2 PROCEDURE

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

1.3 BID ORGANIZATION

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

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

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

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

1.4 QUESTIONS AND CLARIFICATIONS

Questions regarding this ITB should be directed prior to the submission deadline date to:
Glen Tanner, Engineering Division Manager.

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

1.5 ACCEPTANCE OF BID

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

1.6 DISQUALIFICATION OF BID

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

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

1.7 DISPOSITION OF BIDS

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

1.8 EVALUATION CRITERIA

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

1.9 GENERAL

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

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

1.10 INTERPRETATION OF ITB

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

1.11 PROPRIETARY INFORMATION

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

1.12 RULES OF PROCUREMENT

- A. This procurement shall conform to and is governed by The Utah County Division of Purchasing, Procurement Rules and Regulations.
- B. For this procurement, all bids must be submitted in the bid format outlined herein.
- C. All prospective bidders must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Contractor Information Form.
- D. Utah County has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must", or "will", in this ITB indicates a requirement or condition from which a material deviation will not be approved by Utah County.

EXHIBIT A

A. SPECIFICATIONS

A.1 SCOPE

- A. The Contractor shall provide and install acrylic water-based pavement marking paint and associated materials at locations designated by Utah County Public Works (locations will vary during contract period). Estimated annual quantities are listed below. These estimated quantities will be used for bid evaluation purposes. Actual quantities that will be required by County may vary.
- 40 linear miles of yellow longitudinal line markings - Road centerline markings
 - 10 linear miles of yellow longitudinal line markings - Parkway centerline markings
 - 10 linear miles of white longitudinal line markings - Road Edge line markings
 - 10 linear miles of white longitudinal line markings - Parkway Edge line markings
 - 200 linear feet of red or yellow painted curb markings
 - 33 sets of white railroad transverse painted pavement markings
 - 10 white transverse painted pavement messages
 - 10 white transverse painted pavement symbols
 - 7 white pavement crosswalks
 - 2,000 linear feet of painted parking lot marking
- B. The Contractor shall supply all materials, labor, mobilization, traffic control, pavement preparation, line layout, line control, and clean-up necessary to complete the work specified herein.
- C. All work and materials shall conform to applicable portions of Utah Department of Transportation (UDOT) Standard Specification 02765 (UDOT 02765) or such other standard as may be adopted by UDOT at the time work is performed, and to the Federal standards set forth in the most current edition of the "Manual on Uniform Traffic Control Devices"(MUTCD). All work completed by Contractor will be inspected by designated County personnel.
- D. Work accepted by the County will be paid based on the quantities completed by Contractor and accepted by the County, and will be paid at the Unit Price listed in the Contractor's bid. Contractor shall submit invoices to County for work completed within 30 calendar days of the completion of the specified work. **All invoices for work performed must specify the work location and the bid Unit Price for verification by County.**

A.2 DEFINITIONS

- A. Longitudinal Markings – pavement markings that are generally placed parallel and adjacent to the flow of traffic such as lane lines, center lines, edge lines, channelizing lines, and others.
- B. Transverse Markings – pavement markings that are generally placed perpendicular to and across the flow of traffic such as shoulder markings; word, symbol, and arrow markings; stop lines; crosswalk lines; speed measurement markings; parking space markings; and others.

A.3 PREPARATION & CLEAN-UP

- A. Pavement preparation shall including but not be limited to brooming, sweeping, blowing and cleaning before the application of paint, and all measuring and marking needed for the proper placement of pavement marking paint. Contractor shall remove dirt, loose aggregate and other foreign material and follow manufacturer's recommendations for surface preparation.
- B. Line Control:
 - 1. Establish control points at 100 ft intervals on tangent and at 50 ft intervals on curves.
 - 2. Maintain the line within 2 inch of the established control points and mark the roadway between control points as needed.
 - 3. Maintain the line dimension within 10 percent of the width and length dimensions defined in UDOT Standard Drawings.
- C. Pavement Message Control:
 - 1. Establish locations for messages in accordance with MUTCD.
 - 2. Finished messages shall be centered in lane and shall be less than six inches from required longitudinal location.
- D. Clean-up shall including but not be limited to removal of spilled paint, overspray, and debris after the completion of the painting work.

A.4 PAINT

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

A.5 GLASS SPHERES

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

A.6 APPLICATION

- A. Use Qualified Applicators as identified in UDOT Quality Management Plan 513, Pavement Marking Paint.
- B. Pavement Marking Paint shall be applied only when the ambient shaded air temperature is at least 50 degrees F and rising, and shall be not be applied when the pavement surface is wet or moist.

- C. Pavement marking paint shall be applied at the following required wet mil thicknesses as determined by a wet mil gauge in accordance with UDOT 02765 section 3.2, “APPLICATION”:
 - 1. 20 - 25 wet mils for all longitudinal markings.
 - Approximate application rate for required wet mil thickness:
 - a. 4 inch Solid Line: From 190 to 240 linear feet per gallon.
 - b. 4 inch Broken Line: From 760 to 960 linear feet per gallon.
 - c. 8 inch Solid Line: From 95 to 120 linear feet per gallon.
 - 2. 23 - 40 wet mils for all Crosswalks, Painted Pavement Messages and Symbols.
- D. Pavement markings installed with less than the specified wet mil thickness may, at the County’s sole discretion, be subject to reduction of the price to be paid to the Contractor in accordance with UDOT 02765 sub-section 1.6.F, “Price Reductions”.
- E. No additional payment shall be made for pavement markings installed in excess of required wet mils in thickness or in excess of required dimensions.
- F. Glass spheres shall be applied at a minimum rate of 8 pounds per gallon of paint for the full dimensions of the painted area. Do not apply glass beads to contrast lines (black paint).

A.7 REMOVAL

- A. Pavement marking paint applied by Contractor that does not comply with these specifications shall, at County’s sole discretion, be removed and replaced by Contractor at no additional expense to the County.
- B. County may, on a per-request basis, require the removal of existing pavement marking paint. In such instances County shall pay Contractor according to the applicable Unit Price listed in the “Cost Schedule for Removal of Existing Pavement Markings” included in the Contractor’s Cost Proposal.
- C. Contractor shall use one of the following removal methods.
 - 1. High pressure water spray.
 - 2. Sand blasting.
 - 3. Shot blasting.
- D. Contractor shall use equipment specifically designed for removal of pavement marking materials. Written approval of means and equipment to be used to remove pavement marking materials must be given before such work can begin.
- E. Contractor shall not eliminate or obscure non-compliant pavement marking paint by covering with black paint or any other covering without prior written approval of County.

A.8 QUALITY CONTROL

- A. Contractor shall provide documentation of the manufacturer and production batch identification for the pavement marking paint used.
- B. Contractor shall verify that the pavement marking paint and glass beads are being applied within specified tolerances prior to and during all applications.
- C. Contractor shall report paint and glass beads tank volumes prior to and after applications.

- D. Contractor shall protect all installed pavement markings until dry or cured. In the event that an uncured pavement marking is damaged, the pavement marking shall be reapplied and track marks left on the pavement shall be removed at no additional cost to the County.
- E. Contractor shall repaint, at no additional cost to the County, any pavement marking that fails to meet wet mil thickness, bead adherence, bead application rate, or dimensional requirements.
- F. County shall inspect all materials and workmanship to verify compliance with the requirements hereof.

A.9 TRAFFIC CONTROL

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

A.10 CENTERLINE MARKINGS

- A. Roads: The Contractor shall paint the centerlines of specified Utah County roads with approved yellow pavement marking paint. Centerline markings shall consist of yellow dashes and, in areas where no passing zones are required, yellow dashes against a solid yellow line, or a double solid yellow line.
- B. Parkways: The Contractor shall paint the centerlines of specified Utah County parkways and trails with approved yellow or white pavement marking paint. Centerline markings shall consist of yellow or white dashes, and yellow or white solid lines.

A.11 EDGE LINE MARKINGS

- A. Roads: The Contractor shall paint the edge lines of specified Utah County roads with approved white pavement marking paint. Edge line pavement markings shall consist of a solid white line along the outer edges of existing outside travel lanes.
- B. Parkways: The Contractor shall paint the edge lines of specified Utah County parkways and trails with approved white pavement marking paint. Edge line pavement markings shall consist of a solid white line along the outer edges of existing outside travel lanes.

A.12 PAINTED CURB MARKINGS

The Contractor shall paint various curbs at specified locations on Utah County roads, parking lots, parkways and trails with approved yellow or red pavement marking paint.

A.13 RAILROAD PAINTED PAVEMENT MARKINGS

- A. The Contractor shall paint approximately thirty-three (33) railroad crossing sites at locations to be specified by County.
 - 1. Twenty-two (22) railroad crossing sites will require two (2) complete sets of white painted railroad pavement markings, two (2) white stop bars, and one (1) double yellow centerline.

2. Two (2) railroad crossing sites will require four (4) complete sets of painted railroad pavement markings, four (4) white stop bars and two (2) double yellow centerline.
 3. Three (3) railroad crossing sites will require three (3) complete sets of white painted railroad pavement markings, three (3) white stop bars and two (2) double yellow centerline.
 4. Six (6) railroad crossing sites will require one (1) complete set of white painted railroad pavement markings, one (1) white stop bar, and one (1) double yellow centerline.
- B. The estimated average length of the longitudinal marking double yellow (no passing) centerline to be approximately 450 linear feet per railroad crossing.

A.14 PAINTED PAVEMENT MESSAGES

The Contractor shall paint transverse marking "Painted Pavement Messages" at specified locations on Utah County roads, parking lots, parkways and trails. These messages may include but not be limited to: "Slow Ahead", "Stop", "Stop Ahead", "Yield Ahead", "Entrance Only" or "Exit Only". Each painted pavement message shall be of approved white pavement marking paint and shall include the required letters and may include one (1) white stop bar for stops and yields, as specified in the MUTCD.

A.15 PAINTED PAVEMENT SYMBOLS

The Contractor shall paint transverse marking "Painted Pavement Symbols", including but not limited to bicycle symbols, pedestrian symbols, accessibility symbols and arrows, at specified locations on Utah County roads, parking lots, parkways and trails with approved white, yellow or blue paint.

A.16 PAINTED CROSSWALKS

- A. The Contractor shall paint pedestrian crosswalks at specified locations on Utah County roads, parking lots, parkways and trails with approved white pavement marking paint. These crosswalks shall consist of transverse crosswalk lines and diagonal lines as specified in the MUTCD, and shall extend across the full width of the asphalt pavement (31 feet or less).
- B. Crosswalk Marking: For added visibility, the crosswalk shall contain the following:
1. Two white transverse crosswalk lines placed a minimum of six feet (6') apart. These lines shall have a minimum width of two feet (2').
 2. White diagonal lines placed at a forty-five degree angle and that are three and one half feet (3½') apart. These white diagonal lines shall be one and one half feet (1½') wide.

A.17 PARKING LOT MARKING

The Contractor shall paint parking lot lines at specified locations with approved white, yellow, blue, or red pavement marking paint. Lines will be used to define stalls as well as restricted areas. Pavement marking paint color shall comply with MUTCD guidelines.

A.18 COMPLETION TIME

- A. The specific locations of all required pavement marking operations shall be determined by County after execution of the Agreement.
 - 1. County shall notify Contractor a minimum of seven (7) calendar days prior to the date on which pavement marking operations are required to begin at any specified location. Contractor shall commence work at a specified location on or after the date specified by the County, and shall complete all work at the specified location within fourteen (14) calendar days following the date specified by County.

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

EXHIBIT B

CONTRACTOR COST PROPOSAL

A. COST SCHEDULE FOR NEW PAVEMENT MARKINGS

<u>ITEM & APPROXIMATE QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1. Road Centerline Marking. Paint the centerline of approximately 40 linear miles of county roads. Bid quantity: <u>211,200 linear feet</u>	\$ _____ Bid per linear foot	\$ _____ Total Item Cost
2. Parkway Centerline Marking. Paint the centerline of approximately 10 linear miles of county parkways. Bid quantity: <u>52,800 linear feet</u>	\$ _____ Bid per linear foot	\$ _____ Total Item Cost
3. Road Edge Line Marking. Paint the edge line of approximately 10 linear miles of county roads. Bid quantity: <u>52,800 linear feet</u>	\$ _____ Bid per linear foot	\$ _____ Total Item Cost
4. Parkway Edge Line Marking. Paint the edge line of approximately 10 linear miles of county parkways. Bid quantity: <u>52,800 linear feet</u>	\$ _____ Bid per linear foot	\$ _____ Total Item Cost
5. Curb Marking. Paint the curb of approximately 200 linear foot of curbing in various locations. Bid quantity: <u>200 linear feet</u>	\$ _____ Bid per linear foot	\$ _____ Total Item Cost
6. Railroad Painted Pavement Markings. Bid quantity: <u>33 Crossings</u>	\$ _____ Bid per Crossing site	\$ _____ Total Item Cost
7. Painted Pavement Messages. Paint approximately 10 transverse markings. Bid quantity: <u>10 messages</u>	\$ _____ Bid per Message	\$ _____ Total Item Cost
8. Painted Pavement Symbols. Paint approximately 10 transverse markings. Bid quantity: <u>10 symbols</u>	\$ _____ Bid per Symbol	\$ _____ Total Item Cost
9. Painted Crosswalks. Paint approximately 7 crosswalks. Bid quantity: <u>7 crosswalks</u>	\$ _____ Bid per Crosswalk	\$ _____ Total Item Cost
10. Painted Parking Lot Markings. Bid quantity: <u>2,000 linear feet</u>	\$ _____ Bid per linear foot	\$ _____ Total Item Cost
TOTAL COST FOR BID EVALUATION		\$ _____

NOTE: The quantities specified herein are used for bid evaluation purposes. For bidding purpose for longitudinal markings use 190 linear feet per gallon, for transverse markings use a wet mil thickness of 40, and for crosswalks use a pavement width of 31 feet. Actual payments will be based on the quantities completed by Contractor and accepted by the County, and will be paid at the listed Unit Price.

CONTRACTOR COST PROPOSAL Page 2

B. COST SCHEDULE FOR REMOVAL OF EXISTING PAVEMENT MARKINGS

Each Bidder is also REQUIRED to complete and submit the following price schedule. County may, on a per-request basis, require the removal of existing pavement marking paint, and shall pay Contractor according to applicable Unit Price listed below. **These “removal” prices will NOT be used as part of the bid evaluation.**

<u>ITEM & APPROXIMATE QUANTITY</u>	<u>UNIT PRICE</u>
1. Removal of Road Centerline Marking	\$ _____ Price per linear foot
2. Removal of Parkway Centerline Marking	\$ _____ Price per linear foot
3. Removal of Road Edge Line Marking	\$ _____ Price per linear foot
4. Removal of Parkway Edge Line Marking	\$ _____ Price per linear foot
5. Removal of Curb Marking	\$ _____ Price per linear foot
6. Removal of Railroad Pavement Markings	\$ _____ Price per Crossing site
7. Removal of Painted Pavement Message	\$ _____ Price per Message
8. Removal of Painted Pavement Symbol	\$ _____ Price per Symbol
9. Removal of Painted Crosswalk	\$ _____ Price per Crosswalk
10. Removal of Painted Parking Lot Markings	\$ _____ Price per linear foot

CONTRACTOR COST PROPOSAL Page 3

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

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

Signature

Title

Company

ATTACHMENT A

CONTRACTOR INFORMATION FORM

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

COMPANY NAME & ADDRESS: _____

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

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

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

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

Officers authorized to execute contracts: _____

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

Brief History of the Company: _____

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

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

CONTRACTOR INFORMATION FORM Page 2

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

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

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

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

FINANCIAL REFERENCES

1. Bank Name & Address _____

Manager _____ Phone _____

2. Bank Name & Address _____

Manager _____ Phone _____

CLIENT REFERENCES

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

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

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

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

ATTACHMENT C
AGREEMENT

PAVEMENT PAINTING AGREEMENT

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

WITNESSETH:

WHEREAS, COUNTY desires to obtain materials and services as herein defined and further to obtain such materials and services in accordance with Utah State Law; and

WHEREAS, CONTRACTOR is willing to provide such materials and services to COUNTY in consideration of receiving such fees as herein provided;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF WORK

In consideration of the compensation set forth in Section 2, the CONTRACTOR agrees to provide Pavement Painting to COUNTY as set forth in the Specifications attached hereto as Exhibit A and the CONTRACTOR'S Cost Proposal attached hereto as Exhibit B, all of which are incorporated herein by this reference the same as if each and all had been set forth at length herein.

2. COMPENSATION

- A. In exchange for services listed in Section 1, COUNTY will pay CONTRACTOR at the applicable price stated in Exhibit B for items accepted by COUNTY which conforms to the Specifications in Exhibit A.
- B. CONTRACTOR may, upon written notice delivered to County on or before November 1st, request an increase in the contract price of any one or more line items for the following year commencing January 1st, by a percentage equal to the percentage increase which occurred in the Consumer Price Index (defined as the Consumer Price Index, All Urban Customers (CPI-U) U.S. City Average, All Items, or a similar index if this index is discontinued) during the preceding one year period, not to exceed three percent (3%) per year.

3. AMENDMENTS

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

4. ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK

The County Commission, after recommendation by the County Public Works Director, reserves the right to make, at any time during the term of this AGREEMENT, such increases or decreases

in quantities and such alterations in the details of the work, and the elimination of one or more items as may be found necessary or desirable and to adjust the contract price accordingly by change order. Such alterations shall not be considered as a waiver of nor release of any surety. CONTRACTOR agrees to accept the specifications as altered the same as if it had been a part of the original AGREEMENT. CONTRACTOR shall proceed with the work alterations when ordered in writing. Financial increases to this AGREEMENT must be approved by the County Commission before additional work is authorized and constructed.

5. ASSIGNMENT

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

6. AUTHORITY OF THE COUNTY COMMISSION AND THE COUNTY PUBLIC WORKS DIRECTOR

A. The County Commission and the County Public Works Director will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed and as to the rate of progress of work. They will also decide all questions which may arise as to the acceptable fulfillment of the AGREEMENT on the part of CONTRACTOR.

B. The County Commission or the County Public Works Director will have the authority by written order to suspend work wholly or in part due to the failure of CONTRACTOR to correct conditions unsafe for the workmen or general public, for failure to carry out provisions of the AGREEMENT, for failure to carry out orders, for such periods as deemed necessary due to unsuitable weather, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

7. EMPLOYMENT STATUS VERIFICATION

CONTRACTOR shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. CONTRACTOR shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

8. EXTRA WORK

Extra work shall be undertaken only when previously authorized in writing by Utah County and is defined as additional work which is neither shown nor defined in the Specifications.

Miscellaneous items normally associated with the major work items shown, but which may not be specifically shown, shall be furnished by CONTRACTOR as if they had been shown, without additional cost to Utah County.

9. INDEMNIFICATION

CONTRACTOR shall defend, indemnify, save and hold harmless Utah County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) CONTRACTOR'S, its subcontractors, agents or employees performance of this AGREEMENT or their provision of any services required herein to be performed by CONTRACTOR or its subcontractors, agents or employees, and (b) any act or omission of CONTRACTOR, or its subcontractors, agents or employees.

10. INDEPENDENT CONTRACTOR

- A. CONTRACTOR states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from Utah County, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.
- B. The parties intend that an independent contractor relationship will be created by this AGREEMENT. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of Utah County for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that Utah County does not agree to use CONTRACTOR exclusively. It is further understood that CONTRACTOR is free to contract for similar services to be performed for others while working under the provisions of this AGREEMENT with Utah County.
- C. Both parties agree that CONTRACTOR shall be deemed an independent contractor in the performance of this AGREEMENT, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, CONTRACTOR shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

11. INSPECTION AND ACCEPTANCE

Utah County or its authorized representatives shall have the right to enter the premises of CONTRACTOR, or such other places where contract services are being performed, to inspect, audit, monitor or otherwise evaluate the services being provided and the financial records pertaining to the AGREEMENT. CONTRACTOR must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.

12. INSURANCE

- A. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,300,000 per occurrence or as modified by the risk manager pursuant to state statute during the term of this AGREEMENT. This coverage shall provide liability insurance to cover the activities of CONTRACTOR including CONTRACTOR'S agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this AGREEMENT. The successful bidder shall provide a Certificate of Insurance to Utah County evidencing that CONTRACTOR has this insurance in place and shall maintain said insurance for the duration of this AGREEMENT.
- B. CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has Workers Compensation Insurance for the CONTRACTOR, all subcontractors, and all employees of the CONTRACTOR and/or subcontractors.

13. INTERPRETATION OF AGREEMENT

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

14. KEYS

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

15. LEGAL

CONTRACTOR shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors. This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.

16. NO PRESUMPTION

Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against a party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

17. NOTICES

All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder.

18. PAYMENTS

- A. CONTRACTOR shall submit invoices to COUNTY for work completed within 30 calendar days of the completion of the specified work. Upon verification of the validity of an invoice, County shall pay CONTRACTOR within 30 calendar day of receipt of the invoice.
- B. Payment will be based upon verification of the actual quantities accepted by County which comply with these specifications.
- C. The "Method of Measurement" and the "Basis of Payment" for all items shall be by the "Unit Price" specified by CONTRACTOR in the "Bid Schedule".

19. SUCCESSORS IN INTEREST

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

20. TERM

The term of this AGREEMENT shall commence upon the date of execution hereof and shall terminate on December 31, 2018 unless otherwise indicated in writing by COUNTY at least 30 days prior to termination.

21. TERMINATION

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

22. TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this AGREEMENT, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this AGREEMENT during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of County Commissioners appropriates funds for this AGREEMENT in the COUNTY'S budget for each such future fiscal year. In the event that funds are not appropriated for this AGREEMENT, then this AGREEMENT shall terminate as of December 31 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-appropriation of funds at the earliest possible date.

23. WARRANTY

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

24. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be duly executed on the date set forth above.

BOARD OF COUNTY COMMISSIONERS
UTAH COUNTY, UTAH

LARRY ELLERTSON, Chairman

ATTEST:
BRYAN E. THOMPSON
County Auditor/Clerk

By: _____
Deputy

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

By: _____
Deputy County Attorney

CONTRACTOR

By: