

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

**INVITATION TO BID  
for  
PARKING LOT ASPHALT SEALING**

Bid # 2016-11R

CLOSING DATE  
FOR RECEIPT OF BIDS: Tuesday, August 16, 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

**TABLE OF CONTENTS**

1. INVITATION TO BID .....	1
Intent .....	1
Procedure .....	1
Bid Organization .....	1
Questions and Clarifications .....	2
Acceptance of Bid .....	2
Disqualification of Bid .....	2
Disposition of Bids .....	2
Evaluation Criteria .....	2
General .....	2
Interpretation of ITB .....	3
Proprietary Information .....	3
Rules of Procurement .....	3
A. SPECIFICATIONS .....	Exhibit A
APWA Standard Specification .....	A-1
Locations and Completion Date .....	A-1
Quantities and Pricing .....	A-1
Demolition .....	A-2
Backfilling .....	A-2
Untreated Base Course .....	A-2
Prime Coat .....	A-3
Tack Coat .....	A-3
Hot-Mix Asphalt Concrete Paving .....	A-3
Crack Sealing .....	A-3
Emulsion Seal Coat .....	A-4
Traffic Control .....	A-4
Safety .....	A-5
Storage and Clean-up .....	A-5
Utilities .....	A-5
Required Experience .....	A-5
Bonds .....	A-5
CONTRACTOR’S COST PROPOSAL .....	Exhibit B
CONTRACTOR INFORMATION FORM .....	Attachment A
CERTIFICATE OF NON-COLLUSION .....	Attachment B
SAMPLE AGREEMENT .....	Attachment C

## 1. INVITATION TO BID

### 1.1 INTENT

Through this Invitation to Bid (ITB), Utah County intends to select a qualified contractor to furnish and install asphalt crack sealant and asphalt seal coat to the asphalt surfaces of various parking lots, parkways, and roads located in Utah County.

The County intends for this to be a multi-year award with work to be performed during Contractor's production seasons for up to three (3) years. The parking lots to be sealed during 2016 are identified herein. Costs for additional areas to be sealed in subsequent years shall be based on the Unit Prices set forth in Contractor's Cost Proposal.

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.\

### 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 - PARKING LOT ASPHALT SEALING, Bid # 2016-11R". 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's Cost Proposal (Exhibit B)
  2. Completed Contractor Information Form (Attachment A).
  3. Completed Certificate of Non Collusion (Attachment B).
  4. A copy of the bidder's current local business license.
  5. A copy of the bidder's current Contractor License issued by the Utah Department of Commerce, Division of Occupational and Professional Licensing.
  6. Proof of required insurance.
  7. Documentation from the County Treasurer of the bidder's county showing that bidder is current on its personal property taxes.

#### **1.4 QUESTIONS AND CLARIFICATIONS**

Questions regarding this ITB should be directed prior to the submission deadline date to :

Glen Tanner, Engineering Division Manager  
Business Hours: Mon-Fri 8:00 a.m. to 5:00 p.m. Mountain Time  
Telephone Number: (801) 851-8600

#### **1.5 ACCEPTANCE OF BID**

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

#### **1.6 DISQUALIFICATION OF BID**

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

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

#### **1.7 DISPOSITION OF BIDS**

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

#### **1.8 EVALUATION CRITERIA**

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

#### **1.9 GENERAL**

- A. Utah County will award a contract in reliance upon the information contained in bids submitted in response to the ITB. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded bidder.
- B. It is vitally important that any person who signs a bid or agreement on behalf of a respondent certifies that he or she has the authority to so act. The bidder who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.

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

#### **1.10 INTERPRETATION OF ITB**

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

#### **1.11 PROPRIETARY INFORMATION**

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

#### **1.12 RULES OF PROCUREMENT**

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

**EXHIBIT A**

**A. SPECIFICATIONS**

**A.1 APWA STANDARD SPECIFICATIONS**

All work performed by the Contractor shall meet or exceed all applicable specifications listed in the publication American Public Works Association - Manual of Standard Specifications, 2012 Edition, published by the Utah Chapter of the American Public Works Association, hereinafter referred to as the "Manual of Standard Specifications."

**A.2 LOCATIONS AND COMPLETION DATE**

- A. The following parking lots shall be completed with untreated base course, hot-mix asphalt concrete paving, crack sealing and emulsion seal coat as specified herein prior to October 15, 2016:
  - 1. Utah County Work Release  
370 West 3200 North, Spanish Fork, UT 84660
  - 2. Utah County Health & Justice Building  
151 South University Ave, Provo, UT 84601
  - 3. Mountainlands Health Building  
589 South State, Provo, UT 84606
- B. The following parkways shall be completed with untreated base course, hot-mix asphalt concrete paving, crack sealing and emulsion seal coat as specified herein prior to October 15, 2016:
  - 1. Provo Canyon Parkway  
Provo Canyon starting at 800 North Parking Lot in Orem to Vivian Park
  - 2. Lower Provo Canyon Parkway  
Provo City Limits to Utah Lake
  - 3. Jordan River Parkway  
next to Jordan River from Utah Lake to County line
  - 4. Murdock Canal Parkway  
800 North Parking lot to Utah Lake and the County line
- C. Sealing of additional parking lots, parkways, and roads shall be performed during Contractor's production seasons for up to three (3) additional years. Costs for additional areas to be sealed in subsequent years shall be based on the Unit Prices set forth in Contractor's Cost Proposal. A provision for requesting a price increase on an annual basis is included in the contract.

**A.3 QUANTITIES AND PRICING**

A. Utah County Work Release	
1. Untreated Base Course	4,553 cu ft
2. Hot-Mix Asphalt Concrete Paving	2,277 cu ft
3. Crack Sealing	650 lin ft
4. Emulsion Seal Coat (Prime coat and Seal coat)	39,120 sq ft
B. Utah County Health & Justice Building	
1. Untreated Base Course	48 cu ft
2. Hot-Mix Asphalt Concrete Paving	24 cu ft
3. Crack Sealing	3,175 lin ft
4. Emulsion Seal Coat (Prime coat and Seal coat)	49,300 sq ft
C. Mountainlands Health Building	
1. Untreated Base Course	152 cu ft
2. Hot-Mix Asphalt Concrete Paving	76 cu ft
3. Crack Sealing	4,200 ln ft
4. Emulsion Seal Coat (Prime coat and Seal coat)	54,500 sq ft
D. Provo Canyon Parkway	
1. Untreated Base Course	5,000 cu ft
2. Hot-Mix Asphalt Concrete Paving	2,500 cu ft

- E. Lower Provo Canyon Parkway
  - 1. Untreated Base Course 2,000 cu ft
  - 2. Hot-Mix Asphalt Concrete Paving 1,000 cu ft
- F. Jordan River Parkway
  - 1. Untreated Base Course 5,000 cu ft
  - 2. Hot-Mix Asphalt Concrete Paving 2,500 cu ft
- G. Murdock Canal Parkway
  - 1. Untreated Base Course 2,000 cu ft
  - 2. Hot-Mix Asphalt Concrete Paving 1,000 cu ft
- H. The quantities specified herein are only estimates used for bid evaluation purposes. Actual payment will be based upon inspection records kept by the County, the actual work completed and the amount of materials installed, approved, and accepted by the County.
- I. The Unit Prices listed in Contractor's Cost Proposal for Parking Lots shall be:
  - 1. Asphalt Removal and Replacement for Parking Lots
    - A. A per-cubic-foot cost for Untreated Base Course and all associated costs. For bidding purposes, a standard depth of 6" is assumed. This per unit cost must include demolition, backfilling, and the untreated base course.
    - B. A per-cubic-foot cost for Hot-Mix Asphalt Concrete Paving and all associated costs. For bidding purposes, a standard depth of 3" is assumed. This per unit cost must include prime coat, tack coat, hot-mix asphalt concrete paving and backfilling.
  - 2. A per-linear-foot cost for Crack Sealing which shall include all associated costs.
  - 3. A per-square-foot cost for a completed Emulsion Seal Coat product which shall include Prime Coat, Seal Coat, and all associated costs.
- J. The Unit Prices listed in Contractor's Cost Proposal for Parkways and Trails shall be:
  - 1. Asphalt Removal and Replacement for Parkways and Trails
    - A. A per-cubic-foot cost for Untreated Base Course and all associated costs. For bidding purposes, a standard depth of 6" is assumed. This per unit cost must include demolition, backfilling, and the untreated base course.
    - B. A per-cubic-foot cost for Hot-Mix Asphalt Concrete Paving and all associated costs. For bidding purposes, a standard depth of 3" is assumed. This per unit cost must include prime coat, tack coat, hot-mix asphalt concrete paving and backfilling.
  - 2. A per-linear-foot cost for Crack Sealing which shall include all associated costs.
  - 3. A per-square-foot cost for a completed Emulsion Seal Coat product which shall include Prime Coat, Seal Coat, and all associated costs.
- K. Unit prices shall include all costs for labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the terms hereof.

**A.4 DEMOLITION**

(Section 02 41 13 "Selective Site Demolition" and Section 02 41 14 "Pavement Removal" of the Manual of Standard Specifications shall apply along with all other sections noted within this section)

- A. Saw cut, remove, and dispose of asphalt and existing substructure material for failed pavement sections at locations and horizontal/vertical dimensions to be specified in the field by County.
- B. Excavate to the depth required to place the specified Untreated Base Course and Hot-Mix Asphalt Concrete Paving.
- C. All costs for this item are the responsibility of the Contractor and shall NOT be paid as a separate line.

**A.5 BACKFILLING**

(Section 32 05 10 "Backfilling Roadways" of the Manual of Standard Specifications shall apply along with all other applicable sections noted within this section)

- A. Compaction testing shall be the responsibility of the Contractor, with the results provided to the County project inspector.

**A.6 UNTREATED BASE COURSE**

(Section 32 11 23 "Aggregate Base Courses" of the Manual of Standard Specifications shall apply along with all other applicable sections noted within this section)

- A. For areas of asphalt removal and replacement, the Contractor shall furnish, transport, place, and compact Untreated Base Course (UBC) with a minimum compacted thickness of six (6) inches for entire specified area.
- B. Aggregate Class A.
- C. Gradation of the UBC shall be Grade 1.
- D. Compaction of the UBC shall be at 95% minimum.
- E. All costs for this item are the responsibility of the Contractor and shall NOT be paid as a separate line.

**A.7 PRIME COAT**

(Section 32 12 13.19 "Prime Coat" of the Manual of Standard Specifications shall apply along with all other applicable sections noted within this section)

- A. The Contractor shall apply "Prime Coat" oil along any surface or transition between aggregate base and new applied asphalt.
- B. All costs for this item are the responsibility of the Contractor and shall NOT be paid as a separate line.

**A.8 TACK COAT**

(Section 32 12 13.13 "Tack Coat" of the Manual of Standard Specifications shall apply along with all other applicable sections noted within this section)

- A. The Contractor shall apply "Tack Coat" oil along any surface or transition between existing asphalt and new applied asphalt.
- B. All costs for this item are the responsibility of the Contractor and shall NOT be paid as a separate line.

**A.9 HOT-MIX ASPHALT CONCRETE PAVING**

(Section 32 12 03 "Asphalt Binders", Section 32 12 05 "Asphalt Concrete", and Section 32 12 16.13 "Plant-Mix Asphalt Paving" of the Manual of Standard Specifications shall apply along with all other applicable sections noted within this section)

- A. For areas of asphalt removal and replacement, the Contractor shall furnish, transport, place, and compact Hot-Mix Asphalt Concrete Paving with a minimum compacted thickness of three (3) inches for entire specified area.
- B. All Hot-Mix Asphalt Concrete Paving shall meet the following specifications:
  - 1. AC-10-DM-1/2" type and grade of asphalt binder (AC-10) and a dense aggregate gradation (DM-1/2)
  - 2. Traffic Classification Medium Class II
  - 3. The Contractor shall provide any finish grading or compaction.
  - 4. During installation placement and compaction minimum air temperature in the shade and for the roadbed shall be 45°F and rising.
  - 5. Furnish, place, and maintain supports, wire devices, and materials as required to provide continuous line and grade reference controls for placing pavement, matching existing pavement surfaces, etc.
- C. All costs for this item are the responsibility of the Contractor and shall NOT be paid as a separate item.

**A.10 CRACK SEALING**

(Section 32 01 17 "Asphalt Binders" of the Manual of Standard Specifications shall apply along with all other applicable sections noted within this section.)

- A. Preparation
  - 1. The Contractor shall clean, crack seal and asphalt seal all cracks with an average opening of 3/16 inch or more to make a sealant reservoir to the depth of the routed crack or at least 7/8 inch deep.
  - 2. Cracks to receive asphalt crack sealant shall be cleaned from all foreign matter, loosened particles, and weeds by Contractor using high pressure compressed air.
  - 3. When a hot-compressed air lance is used by Contractor it shall be kept in motion to prevent burning the surrounding pavement and the crack. Contractor shall place and finish sealant within 5 minutes after heating with the hot-compressed air lance. Do not burn the surrounding Pavement.



- B. Placement
  - 1. The Contractor shall provide and apply “Crafco Polyflex Type 2, part no. 34518”, manufactured by Crafco Inc., 420 Roosevelt Ave., Chandler AZ, or equivalent as approved by Utah County, hot-applied asphalt crack sealant, meeting ASTM D 5078, “Standard Specification for Crack Filler, Hot-applied, for Asphalt Concrete and Portland Cement Concrete Pavements.” Appropriate-sized backer rod shall be placed in all cracks wider than 1-5/8".
- C. All costs for this item are the responsibility of the Contractor and shall NOT be paid as a separate item.

**A.11 EMULSION SEAL COAT**

- A. Preparation
  - 1. Existing asphalt travel surface to receive seal coat shall be cleaned by Contractor to remove all dirt, sand, oil, grease and loose materials by brooming, blowing, or flushing with pressurized water as approved in advance by Utah County. All cracks shall be dried before sealing. All surfaces shall be dry before applying seal coat.
- B. Prime Coat
  - 1. Contractor shall provide and apply Asphalt Systems, Inc. GSB-78 Prime Coat, or approved equivalent, with an application rate of 0.05 to 0.10 gallons per square yard, on all surfaces to receive Seal Coat.
- C. Contractor shall provide and apply Asphalt Systems, Inc. GSB Sealcoat, or approved equivalent which complies with the following specifications
  - 1. Mineral filled cationic asphalt emulsion.
  - 2. Uniformity: Homogeneous with no separation or coagulation that cannot be overcome by moderate agitation.
  - 3. Weight per gallon, 77°F, ASTM D-244: ..... 10-12 lbs./gal.
  - 4. Residue by evaporation, ASTM D-2939: ..... 58% - 62%
  - 5. Wet Flow, ASTM D-2939: ..... No sagging or flow of undiluted emulsion
  - 6. Firm Set 24 hour, ASTM D-2939: ..... No tendency of film to break, roll, or peel
  - 7. Resistance to water, ASTM D-2939: ..... No blistering or tendency to re-emulsify
  - 8. Aggregate passing #16 sieve, ASTM C-136: ..... 100%
  - 9. Wet Track Abrasion test, ASTM D-3910: ..... 12 g/ft<sup>2</sup> average
- D. The Contractor shall place the Seal Coat after the crack sealant product and prime coat product have been applied and cured.
- E. Seal Coat shall not be applied to wet or damp pavement surfaces or when rain is anticipated within 24 hours after application is to be completed.
- F. Contractor shall apply Seal Coat when pavement surface temperature is greater than 55°F and rising.
- G. At least three hours of daylight should remain after completion application of the Seal Coat.
- H. Seal Coat shall be applied in a two (2) coat process with the following application rates:
  - First coat ..... 0.2 gallons per square yard
  - Second coat ..... 0.15 gallons per square yard
- I. The first coat shall be dry before commencing application of the second coat.

**A.12 TRAFFIC CONTROL**

(Section 01 55 26 of the Manual of Standard Specifications shall apply)

- A. The Contractor shall do no work that endangers, interferes, or conflicts with traffic or access to roadways until a satisfactory traffic control plan has been submitted and approved by the County using the federal “Manual on Uniform Traffic Control Devices (MUTCD)” as a guide.
- B. The Contractor shall place signs and barricades closing applicable areas as work progresses. Type and placement of signs shall be identified on the traffic control plan to be approved by County prior to Contractor’s work.
- C. All costs for this items are the responsibility of the Contractor and shall NOT be paid as a separate item.

**A.13 SAFETY**

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

**A.14 STORAGE AND CLEANUP**

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

**A.15 UTILITIES**

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

**A.16 REQUIRED EXPERIENCE**

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

**A.17 BONDS**

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

**EXHIBIT B**

**CONTRACTOR'S COST PROPOSAL**

**1. BID PRICES FOR PARKING LOTS:**

ITEM	UNIT PRICE	TOTAL COST
A. Asphalt removal and replacement per cubic foot of untreated base coarse	_____ x 4,753 cu ft	= _____
B. Asphalt removal and replacement per cubic foot of hot-mix asphalt concrete paving	_____ x 2,377 cu ft	= _____
C. Crack Sealing per linear foot	_____ x 8,025 lin ft	= _____
D. Emulsion Seal Coat per square foot of finished surface	_____ x 142,920 sq ft	= _____

**2. BID PRICES FOR PARKWAYS AND TRAILS:**

ITEM	UNIT PRICE	TOTAL COST
A. Asphalt removal and replacement per cubic foot of untreated base coarse	_____ x 14,000 cu ft	= _____
B. Asphalt removal and replacement per cubic foot of hot-mix asphalt concrete paving	_____ x 7,000 cu ft	= _____
C. Crack Sealing per linear foot	_____ x 2,500 lin ft	= _____
D. Emulsion Seal Coat per square foot of finished surface	_____ x 50,000 sq ft	= _____

**TOTAL BID PRICE:** \$ \_\_\_\_\_

NOTE: The quantities specified herein are only estimates used for bid evaluation purposes. Actual payment will be based upon inspection records kept by the County, the actual work completed and the amount of materials installed, approved and accepted by the County.

**3. CERTIFICATION OF BID:**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and Title

**ATTACHMENT A**

**CONTRACTOR INFORMATION FORM**

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

COMPANY NAME & ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

COMPANY OWNER: \_\_\_\_\_  
COMPANY PRESIDENT: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

Officers authorized to execute contracts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Brief History of the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

CONTRACTOR INFORMATION FORM Page 2

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

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

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

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

FINANCIAL REFERENCES

1. Bank Name & Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Manager \_\_\_\_\_ Phone \_\_\_\_\_

2. Bank Name & Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Manager \_\_\_\_\_ Phone \_\_\_\_\_

CLIENT REFERENCES

1. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Name: \_\_\_\_\_, Contact: \_\_\_\_\_  
Address: \_\_\_\_\_, Phone: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT B**

**CERTIFICATE OF NON-COLLUSION**

STATE OF UTAH ) Invitation to Bid  
 )SS for  
COUNTY OF UTAH ) Parking Lot Asphalt Sealing

AFFIDAVIT

The undersigned of lawful age, being first duly sworn, disposes and says:  
That as a condition precedent to the award of the Utah County project as above captioned,

I \_\_\_\_\_  
(owner, partner, officer or delegate)

of \_\_\_\_\_ do  
(company)

solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by Utah County, with regard to this bid or potential agreement resulting therefrom.

\_\_\_\_\_  
Contractor Signature

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\*\*\*\*\*

Subscribed/sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2016A.D.  
My Commission Expires \_\_\_\_\_  
Residing at \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Seal

By: \_\_\_\_\_  
Notary Public

**ATTACHMENT C**

**AGREEMENT**

**AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of August, 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 furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work as for COUNTY as set forth in the Specifications attached hereto as Exhibit A and the CONTRACTOR'S Cost Proposal attached hereto as Exhibit B, all of which are incorporated herein by this reference the same as if each and all had been set forth at length herein.

**2. COMPENSATION**

In exchange for services listed in Section 1, COUNTY will pay CONTRACTOR at the applicable price stated in Exhibit B for items accepted by COUNTY which conforms to the Specifications in Exhibit A.

**3. AMENDMENTS**

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

**4. ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK**

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

**5. ASSIGNMENT**

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



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

- A. The County Commission and the County Public Works Director will decide all questions which may arise as to the quality, quantity and acceptability of materials furnished and work performed and as to the rate of progress of work. They will also decide all questions which may arise as to the acceptable fulfillment of the Agreement on the part of CONTRACTOR.
- B. The County Commission or the County Public Works Director will have the authority by written order to suspend work wholly or in part due to the failure of CONTRACTOR to correct conditions unsafe for the workmen or general public, for failure to carry out provisions of the Agreement, for failure to carry out orders, for such periods as deemed necessary due to unsuitable weather, for conditions considered unsuitable for the progress of the work, or for any other condition or reason deemed to be in the public interest. Written orders shall state the reason for suspension.

**7. EMPLOYMENT STATUS VERIFICATION**

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

**8. EXTRA WORK**

Extra work shall be undertaken only when previously authorized in writing by Utah County and is defined as additional work which is neither shown nor defined in the Specifications. Miscellaneous items normally associated with the major work items shown, but which may not be specifically shown, shall be furnished by CONTRACTOR as if they had been shown, without additional cost to Utah County.

**9. INDEMNIFICATION**

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

**10. INDEPENDENT CONTRACTOR**

- A. CONTRACTOR states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from Utah County, and that this Agreement is not exclusive of other agreements, contracts or opportunities.

- B. The parties intend that an independent contractor relationship will be created by this Agreement. Utah County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with CONTRACTOR. CONTRACTOR is not to be considered an agent or employee of Utah County for any purpose, and the employees of CONTRACTOR are not entitled to any of the benefits that Utah County provides for County's employees. It is understood that Utah County does not agree to use CONTRACTOR exclusively. It is further understood that CONTRACTOR is free to contract for similar services to be performed for others while working under the provisions of this Agreement with Utah County.
- C. Both parties agree that CONTRACTOR shall be deemed an independent contractor in the performance of this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation. As such, CONTRACTOR shall have no authorization, express or implied, to bind Utah County to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Utah County. The compensation provided for herein shall be the total compensation payable hereunder by Utah County.

**11. INSPECTION AND ACCEPTANCE**

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

**12. INSURANCE**

- A. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,300,000 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 timely invoices for materials delivered to County. Upon verification of the validity of an invoice, County shall pay CONTRACTOR within 30 calendar day of receipt of the invoice.
- B. Payment will be based upon verification of the actual quantities accepted by County which comply with these specifications.
- C. Partial or progress payments shall not relieve CONTRACTOR of performance or obligations under this AGREEMENT, nor shall such payments be viewed as approval or acceptance of work performed.
- D. The "Method of Measurement" and the "Basis of Payment" for all items shall be by the "Unit Price" specified by CONTRACTOR in the "Contractor's Cost Proposal".

**19. SUCCESSORS IN INTEREST**

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

**20. TERM AND RENEWAL**

- A. The initial term of this AGREEMENT shall commence upon execution hereof and shall terminate on December 31, 2016.

- B. This AGREEMENT shall automatically renew for three (3) additional one-year periods upon the same terms and conditions, unless otherwise indicated in writing by COUNTY at least 30 days prior to the termination date of the initial or renewal terms.
- C. CONTRACTOR may, upon written notice delivered to COUNTY on or before November 1st, request an increase in the contract price 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. Said price increase shall not to exceed three percent (3%) per year, unless CONTRACTOR submits satisfactory documentation to COUNTY evidencing increases in the cost of materials which exceed 3%. Any requested price increase shall be effective not sooner than the commencement date of the next renewal period of the contract.

**21. TERMINATION**

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

**22. 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.

**23. 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: