

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

**INVITATION TO BID**  
**for construction of**  
**BRIDAL VEIL FALLS**  
**PROVO CANYON PARKWAY**  
**SITE IMPROVEMENTS**

CLOSING DATE  
FOR RECEIPT OF BIDS: Wednesday, December 16, 2009

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

PRE-BID CONFERENCE: 10:00 a.m., Wednesday, December 9, 2009  
Utah County Public Works  
2855 South State Street  
Provo, Utah 84606

PROJECT COMPLETION DATE: April 30, 2010

**TABLE OF CONTENTS**

1. NOTICE TO CONTRACTORS ..... 1

2. SCOPE OF WORK ..... 1

    Location ..... 1

    General Scope ..... 1

    Project Coordinator ..... 1

3. INSTRUCTIONS TO BIDDERS ..... 2

    Procurement Timetable ..... 2

    Procedure ..... 2

    Bid Organization ..... 2

    Questions and Clarifications ..... 3

    Pre-Bid Conference ..... 4

    Required Experience ..... 4

    Acceptance of Bid ..... 4

    Disqualification of Bid ..... 5

    Disposition of Bids ..... 5

    Evaluation Criteria ..... 5

    General ..... 5

4. GENERAL REQUIREMENTS ..... 6

    Amendments ..... 6

    Alteration of Specifications or Character of Work ..... 6

    Assignment ..... 6

    Authority of the County Commission and the County Public Works Director ..... 6

    Bonds ..... 7

    Change Orders ..... 7

    Employment Status Verification ..... 9

    Equivalent Products ..... 9

    Extra Work ..... 9

    Indemnification ..... 9

    Independent Contractor ..... 10

    Inspections and Acceptance ..... 10

    Insurance ..... 10

    Interpretation of ITB and Contract ..... 11

    Keys ..... 11

    Legal ..... 11

    No Presumption ..... 11

    Notices ..... 12

    Payments ..... 12

    Performance Incentive and Penalty ..... 12

    Proprietary Information ..... 13

    Rules of Procurement ..... 13

    Safety ..... 13

    Successors of Interest ..... 13

TABLE OF CONTENTS cont.

Surveying .....	13
Termination .....	14
Utilities .....	14
Warranty .....	14
5. SPECIFICATIONS .....	16
Standard Specifications .....	16
Materials .....	16
Traffic Control .....	17
Storage Area and Clean-up .....	17
BID RESPONSE FORM .....	Attachment A
CERTIFICATE OF NON-COLLUSION .....	Attachment B
SAMPLE AGREEMENT .....	Attachment C
CONSTRUCTION DRAWINGS .....	Appendix 1

## **1. NOTICE TO CONTRACTORS**

Through this Invitation to Bid (ITB), Utah County intends to select a qualified contractor to provide and install specified site improvements on the Provo Canyon Parkway near Bridal Veil Falls in Utah County, Utah.

Pursuant to this ITB a contract will be executed, a copy of which is attached as Attachment C. The work thus contracted for must be completed no later than the date set forth in Section 3.1.

## **2. SCOPE OF WORK**

### **2.1 LOCATION**

A. The project is located on the Provo Canyon Parkway, at the base of Bridal Veil Falls, in Utah County, Utah.

### **2.2 GENERAL SCOPE**

A. The Contractor shall furnish all materials, labor, equipment, tools, transportation, and supplies required to complete the work as described in this ITB and the Construction Drawings dated November 10, 2009, including:

1. Saw cut, remove, and dispose of approximately 925 square feet of 3" thick asphalt, and excavate for new structure.
2. Provide and install materials including but not limited to:
  - a. Concrete
  - b. Structural fill
  - c. Untreated base course
  - d. Asphalt
  - e. Rip-rap
  - f. Pre-fabricated cattle guards
  - g. Custom fabricated guardrail panels
  - h. Trex decking

B. The project shall be constructed in compliance with all applicable local, state, and federal laws, rules and regulations, and codes.

C. The project shall be completed on or before the date set forth in Section 3.1.

### **2.3 PROJECT COORDINATOR**

The Utah County Project Coordinator for this project is Glen Tanner, Senior Engineering Technician, Utah County Public Works Department, 2855 South State

Street, Provo, Utah 84606, telephone 801-851-8622, or other person designated by proper notice as defined herein (hereinafter referred to as "Project Coordinator").

### 3. INSTRUCTIONS TO BIDDERS

#### 3.1 PROCUREMENT TIMETABLE

The following timetable has been established for this ITB.

REQUIRED ACTIVITY	SCHEDULED DATE
MANDATORY Pre-Bid Conference	Wednesday, December 9, 2009 10:00 a.m.
Closing Date for Receipt of Bids	Wednesday, December 16, 2009 3:00 p.m.(Mountain Time) Bids will be opened at 3:30 p.m.
Project Completion Date	April 30, 2010

#### 3.2 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 according to the Procurement Timetable contained in Subsection 3.1;
  2. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
  3. The selected bidder will be required to sign an agreement, a sample of which is included as Attachment C.

#### 3.3 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 - PROVO CANYON PARKWAY SITE IMPROVEMENTS". The bid must be delivered to

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

The deadline for receipt of bids is set forth in Section 3.1 "Procurement Timetable". LATE BIDS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

- B. The bid must include (in the following order):

1. Transmittal letter describing background of respondent and the intent to participate in the contract. The letter of transmittal shall be on official business letterhead and shall include the following:
    - a. A statement that the respondent will comply with all terms and conditions as indicated in the ITB.
    - b. A statement indicating whether the respondent is a corporation or other legal entity.
    - c. A certification statement to the effect that the person signing the bid is authorized to do so on behalf of the respondent.
    - d. Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the bid is not available to take a call from Utah County.
    - e. Name and complete mailing address of the respondent along with telephone number and fax number.
  2. Completed Bid Response Form (Attachment A) (including all requested attachments, proof of Contractor's experience as required in 3.6.A., and a list of similar work as required in 3.6.B.).
  3. A copy of the bidder's current General Contractor License issued by the Utah Department of Commerce, Division of Occupational and Professional Licensing required by 3.6.C.
  4. A copy of the bidder's current local business license required by 3.6.C.
  5. Completed Certificate of Non Collusion (Attachment B).
  6. Proof of liability insurance required in 4.13.
  7. Proof of current Workers Compensation insurance required in 4.13.
- C. All requested documentation must be included. Responses must be on the included forms. If the respondent requires additional space, plain sheet(s) of paper may be used and attached to the form(s).

### **3.4 QUESTIONS AND CLARIFICATIONS**

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

Business Hours: 8:00 a.m. to 5:00 p.m. Mountain Time  
Telephone Number: (801) 851-8622

### 3.5 PRE-BID CONFERENCE

Bidders MUST attend the MANDATORY Pre-Bid Conference to be conducted at the project site at the date and time set forth in Section 3.1. The conference will last approximately one hour. Prospective contractors will be given an opportunity to inspect the project site and ask questions which are pertinent to the work contemplated by the specifications.

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

### 3.6 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 Bid Information Form, however, bidders are encouraged to provide more detailed information, as they may see fit, with their bid submission.
- C. The Contractor shall be the general contractor for the project and is required to have a **General Contractor License** from the Utah Division of Occupational and Professional Licensing and a **current local business license** from the jurisdiction in which their business is located. A copy of the bidder's General Contractor License and current local business license must be submitted with the bid.

### 3.7 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.

### **3.8 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 a contract 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.

### **3.9 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.

### **3.10 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.

### **3.11 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 contract entered into between Utah County and the awarded bidder.
- B. 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.
- 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 a contract 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 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 respondent in any manner as having any legal effect whatsoever.

#### **4. GENERAL REQUIREMENTS**

##### **4.1 AMENDMENTS**

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

##### **4.2 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 progress of the work, 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. The Contractor agrees to accept the work as altered the same as if it had been a part of the original contract. The Contractor shall proceed with the work alterations when ordered in writing. Financial increases to this contract must be approved by the County Commission before additional work is authorized and constructed.

##### **4.3 ASSIGNMENT**

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

##### **4.4 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/He will also decide all questions which may arise as to the acceptable fulfillment of the contract on the part of the 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 the Contractor to correct conditions unsafe for the workmen or general public, for failure to carry out provisions of the contract, for failure to carry out orders, for such periods as they/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.

#### **4.5 BONDS**

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

#### **4.6 CHANGE ORDERS**

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

	Overhead & Profit	Commission
To prime Contractor on work performed by subcontractors	0%	10%
To prime Contractor or subcontractor for that portion of work performed with their respective forces	15%	0%

Only the Contractor or subcontractor who actually performs or furnishes the work may charge for overhead or profit regardless of the number of tiers of subcontractors, that is, the markup on work subcontracted by a subcontractor will be limited to one charge of 15% for overhead and profit and one charge of 10% for the prime Contractor's commission.

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

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

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

#### **4.7 EMPLOYMENT STATUS VERIFICATION**

The 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. The 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.

#### **4.8 EQUIVALENT PRODUCTS**

Except where expressly stated that no substitutions will be allowed, when a particular brand name, make, or trade name is used or specified herein, it is for the purpose of designating the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

#### **4.9 EXTRA WORK**

- A. 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 Appendix A or the specifications, but determined by Utah County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions. But the changed condition must be radical, unforeseen, and completely beyond the control of the Contractor.
- B. Miscellaneous items normally associated with the major work items shown, but which may not be specifically shown, shall be furnished by the Contractor as if they had been shown, without additional cost to Utah County. After prior authorization of the County Commission in writing, payment for authorized extra work will be made by reimbursement for all direct and substantiated costs of labor, materials, and supplies used.

#### **4.10 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, 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 contract 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 contract.

#### **4.11 INDEPENDENT CONTRACTOR**

- A. 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 contracts 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, 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.

#### **4.12 INSPECTION AND ACCEPTANCE**

- A. Utah County or its authorized representatives shall have the right to enter the premises of the 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 contract. The Contractor must provide reasonable access to all facilities and assistance to Utah County or its authorized representatives.
- B. Contractor shall be responsible for scheduling all required inspections including any required inspections by any other local or state agencies.

#### **4.13 INSURANCE**

- A. The Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,200,000 per occurrence or as modified by the risk manager pursuant to state statute during the term of this Agreement. This coverage shall provide liability insurance to cover the activities of Contractor including Contractor's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this Agreement. The

successful bidder shall provide a Certificate of Insurance to Utah County evidencing that the Contractor has this insurance in place and shall maintain said insurance for the duration of this Agreement.

- B. The Contractor's Commercial General Liability Insurance described above shall not include Builder's Risk insurance coverage. County shall provide builder's risk insurance for the project at County's expense.
- C. Prior to execution of the contract, the selected Contractor shall provide a Certificate of 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.
- D. 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.

#### **4.14 INTERPRETATION OF ITB AND CONTRACT**

The invalidity of any portion of this ITB and Contract 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 and Contract are for convenience only and do not constitute a part of the provisions hereof.

#### **4.15 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 Utah County issued keys.

#### **4.16 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. This contract shall be interpreted pursuant to the laws of the State of Utah.

#### **4.17 NO PRESUMPTION**

Should any provision of this Contract 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.

#### **4.18 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.

#### **4.19 PAYMENTS**

- A. As set forth in the Project Manual (Appendix A hereof) the Contractor may submit periodic Applications for Payment based on the value of the work completed and/or materials on site.
- B. Upon certification by the County Public Works Director, the Contractor shall be paid by the County within twenty (20) days following said certification.
- C. Partial or progress payments shall not relieve Contractor of performance or obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed.
- D. 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 shall be withheld until all provisions of the contract are met, and until Utah County receives lien waivers from the Contractor and all sub-contractors.
- E. 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. Other unforeseen failure of the Contractor which results in liability for the County.

#### **4.20 PERFORMANCE INCENTIVE AND PENALTY**

- A. County shall pay Contractor a performance incentive of \$100 per calendar day (up to a maximum of \$3,000) for each calendar day prior to the completion date set forth in Section 3.1 that the work is FULLY complete and accepted by County with no remaining punch list items.
- B. Contractor shall pay County a late penalty of \$200 per calendar day for each calendar day after the completion date set forth in Section 3.1, or other such completion date

established according to the terms hereof, that the work is not FULLY complete and accepted by County with no remaining punch list items.

#### **4.21 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.

#### **4.22 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 in Section 3 (Instructions to Bidders) of this ITB.
- C. All prospective bidders must meet the required criteria as of the date of submission. Respondents must provide all information requested in the Bid Response 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.

#### **4.23 SAFETY**

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

#### **4.24 SUCCESSORS IN INTEREST**

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

#### **4.25 SURVEYING**

Utah County shall provide a survey bench mark to locate the specified horizontal and vertical elements of the project. The Contractor shall provide all other required surveying including but not limited to horizontal control points, red heads, and final grade stakes.



#### **4.26 TERMINATION**

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

#### **4.27 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.

#### **4.28 WARRANTY**

- A. The Contractor warrants to Utah County that all materials furnished under this Contract 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 Contract. 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.
- B. If, upon the later of one year after the Date of Substantial Completion of the work, or designed portion thereof, or within one year after acceptance of the project or any item of the project 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 the Contract, any of the work is found to be defective or does not conform with the Contract, 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 the Contract.
- C. Other warranties offered through the original manufacturer of products and materials used in construction shall remain in effect and shall be transferred to Utah County. All documents concerning these warranties will also be transferred.

D. The Contractor hereby warrants the work of all subcontractors in accordance with this section.

## 5. SPECIFICATIONS

### 5.1 STANDARD SPECIFICATIONS

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

### 5.3 MATERIALS

The Contractor shall provide all labor and materials identified in the Construction Drawings (Appendix 1) and in accordance with the following specifications:

- A. Saw Cutting, Removal, and Excavation:  
(Sections 02222 and 02315 of the Manual of Standard Specifications shall apply)  
Saw cut and remove approximately 925 square feet of existing 3" thick asphalt in specified areas.
- B. Structural Fill:  
(Section 02055 of the Manual of Standard Specifications shall apply)  
All areas to be asphalted shall be over-excavated and backfilled with a minimum of 12 inches of structural fill. Compaction of the structural fill shall be at 95%.
- C. Untreated Base Course:  
(Section 02060 of the Manual of Standard Specifications shall apply)
  - 1. The Contractor shall furnish, transport, install, compact, and place a minimum thickness of 8 inches of Untreated Base Course (UBC), to be placed over the structural fill, as a base for all asphalt paving.
  - 2. Gradation of the UBC shall be 3/4 inch.
  - 3. Compaction of the UBC shall be at 95%.
  - 4. Compaction testing shall be the responsibility of the Contractor, with the results provided to the County project inspector.
- D. Tack Coat:  
(Section 02709 of the Manual of Standard Specifications shall apply)  
The Contractor shall apply "Tack Coat" oil along any surface or transition between old or existing asphalt and new applied asphalt. All costs for "Tack Coat" oil are the responsibility of the Contractor and shall NOT be paid as a separate item.
- E. Hot-mix Asphalt Concrete Paving:  
(Section 02745 of the Manual of Standard Specifications shall apply)
  - 1. The Contractor shall furnish, transport, install, place, and compact Hot-Mix Asphalt Concrete Paving with compacted thickness of 3 inches, with the following specifications:
  - 2. Gradation of aggregate material shall be 1/2 inch maximum.
  - 3. AC-10 oil shall be used.

4. A 6% oil mix in the bituminous material, and a Utah County approved Marshall Method of mix design, are required . The Contractor shall submit the mix design to Utah County for approval prior to placement of asphalt.
5. The Contractor shall provide any finish grading or compaction.
6. During installation placement and compaction minimum air temperature in the shade and for the roadbed shall be greater than 50° F.

F. Concrete

(Sections 03060, 03100, 03200, 03304, 03305, 03310, 03350, and 03390 of the Manual of Standard Specifications shall apply)

1. Concrete shall be Class “AA” (AE), 6 bag, 4,000 PSI at 28 days.

G. Rip-rap

(Section 02376 of the Manual of Standard Specifications shall apply)

H. Bolts, plates, and Steel:

(Section 05090 and 05120 of the Manual of Standard Specifications shall apply)

1. Cattle guard shall be H-20 8' x 8', Powder River model 037-20808.
2. Guardrails shall be enhanced atmospheric corrosion resistant steel.

## 5.7 TRAFFIC CONTROL

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

- A. The Contractor shall do no work that endangers, interferes, or conflicts with traffic or access to roadways until a satisfactory traffic control plan has been submitted and approved by the County using the federal "Manual on Uniform Traffic Control Devices (MUTCD)" as a guide.
- B. The Contractor shall place signs and barricades closing applicable sections of the parkway 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.
- B. All costs for traffic control, warning signs and needed flagmen are the responsibility of the Contractor.

## 5.8 STORAGE AREA AND CLEAN-UP

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

ATTACHMENT A

**BID RESPONSE 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: \_\_\_\_\_  
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 judgements, 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**

BID RESPONSE 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 or officers 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. TOTAL BID PRICE:**

This price shall be the total cost for the entire project.

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

No per hour or hourly rate will be accepted. The Total Bid Price cost must be the total cost for the project including "Allowance No. 1" and "Allowance No. 2".

Do you agree to operate under this requirement? **YES** **NO**

**2. CERTIFICATION OF BID:**

I hereby certify that I have read, understand, and agree to all sections and attachments of this Invitation to Bid for construction of Bridal Veil Falls Provo Canyon Parkway Site Improvements. I further certify that the information submitted by me/my company in response to this Invitation, including the pricing and other information in this Bid Response Form, is true and accurate.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**ATTACHMENT B**  
**CERTIFICATE OF NON-COLLUSION**

STATE OF UTAH    )     Invitation to Bid  
                          )SS   for construction of  
COUNTY OF UTAH )     Bridal Veil Falls Provo Canyon Parkway Site Improvements

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 contract resulting therefrom.

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

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

\*\*\*\*\*

Subscribed/sworn to before me this \_\_\_\_ day of \_\_\_\_\_ 2009 A.D.  
My Commission Expires \_\_\_\_\_  
Residing at \_\_\_\_\_  
                  \_\_\_\_\_  
                  \_\_\_\_\_

Seal

By: \_\_\_\_\_  
      Notary Public



**ATTACHMENT C**  
**SAMPLE AGREEMENT**

**CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between **UTAH COUNTY**, a body corporate and politic of the State of Utah, hereinafter referred to as the **COUNTY**, and \_\_\_\_\_, Federal Tax I.D. Number \_\_\_\_\_, hereinafter referred to as **CONTRACTOR**.

**WITNESSETH:**

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

**WHEREAS**, CONTRACTOR is willing to provide such materials and services for 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**

- a. In consideration of the compensation set forth in Section 2, the CONTRACTOR agrees to provide all necessary materials and labor to construct the Bridal Veil Falls Provo Canyon Parkway Site Improvements, on the terms and conditions described and specified in the Invitation to Bid including all attachments, appendices and amendments, attached hereto as Exhibit A, and the CONTRACTOR'S response to the Invitation to Bid 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.
- b. CONTRACTOR agrees to complete all specified work on or before April 30, 2010.

**2. COMPENSATION**

In exchange for services listed in Section 1, COUNTY will pay CONTRACTOR the sum of \$ \_\_\_\_\_ as the total cost of the project, or such other amount as modified in accordance with Exhibit A.

**3. 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 A. ELLERTSON, Chairman

ATTEST:  
BRYAN E. THOMPSON  
County Auditor/Clerk

By: \_\_\_\_\_  
Deputy

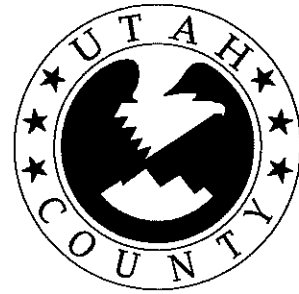
APPROVED AS TO FORM:  
JEFFREY R. BUHMAN  
Utah County Attorney

By: \_\_\_\_\_  
Deputy County Attorney

CONTRACTOR

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

# UTAH COUNTY PUBLIC WORKS

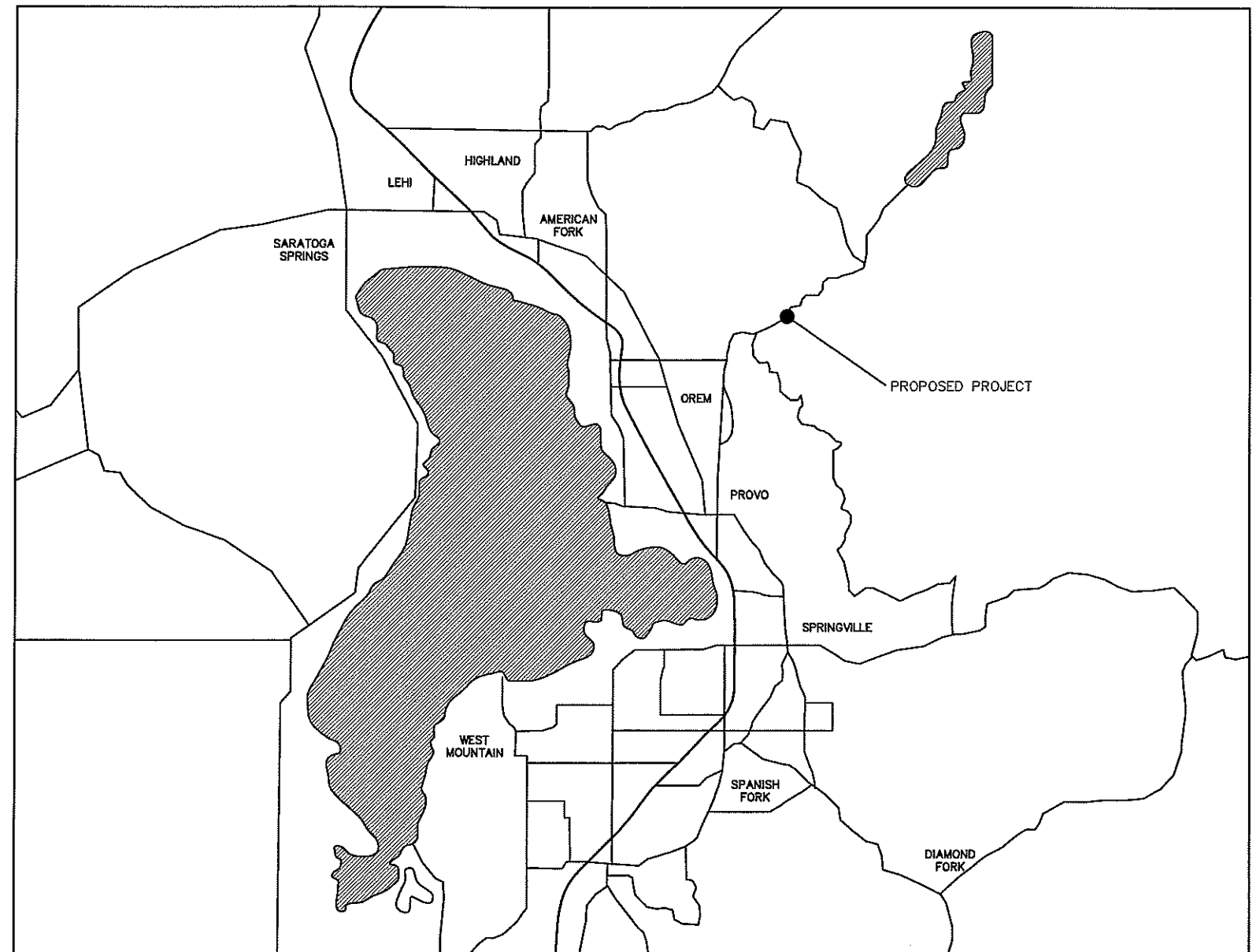


**BRIDAL VEIL FALLS  
PROVO CANYON PARKWAY  
SITE IMPROVEMENTS  
CONSTRUCTION DRAWINGS  
NOVEMBER 10, 2009**

DRAWING INDEX	
DWG NUMBER	DESCRIPTION
1	COVER SHEET
2	SITE PLAN
3	PLAN & PROFILE SHEET
4	SECTION VIEW A-A SHEET
5	SECTION VIEW B-B SHEET
6	DETAIL SHEET 1
7	DETAIL SHEET 2

NOTE:

1. ALL WORK SHALL CONFORM TO THE AMERICAN PUBLIC WORKS ASSOCIATION MANUAL OF STANDARD SPECIFICATION 1997 EDITION.
2. CONCRETE TO BE CLASS "AA" (AE) 4,000 PSI AT 28 DAYS (6 BAG).
3. CONTRACTOR IS RESPONSIBLE FOR LOCATING & PROTECTING ALL UTILITIES.



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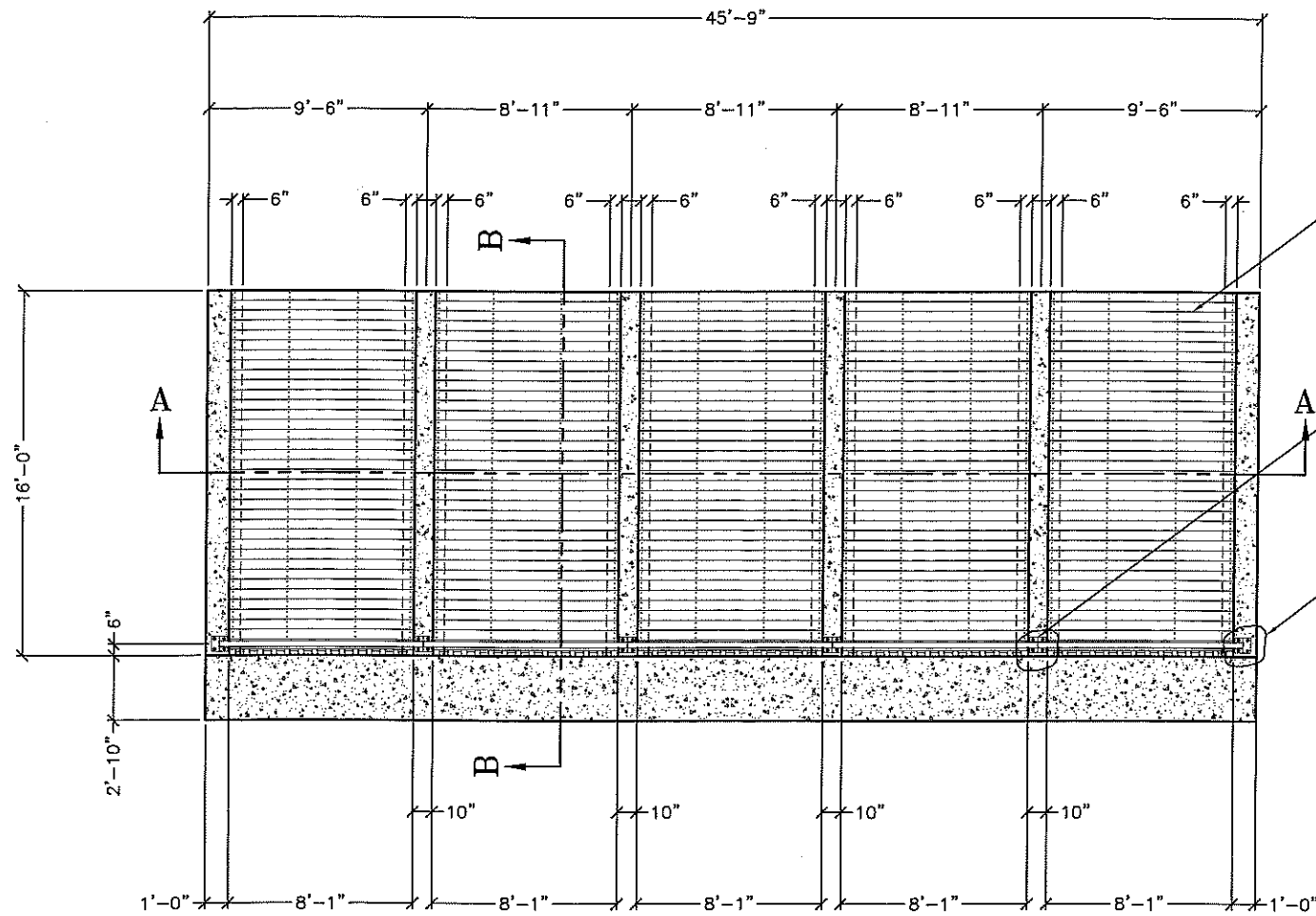
UTAH COUNTY ENGINEERS OFFICE  
 2855 South State Provo, Utah 84606

REVISIONS:


DATE: 09/30/09  
 SCALE: 1" = 60'

**BRIDAL VEIL FALLS  
 PROVO CANYON PARKWAY  
 SITE PLAN**

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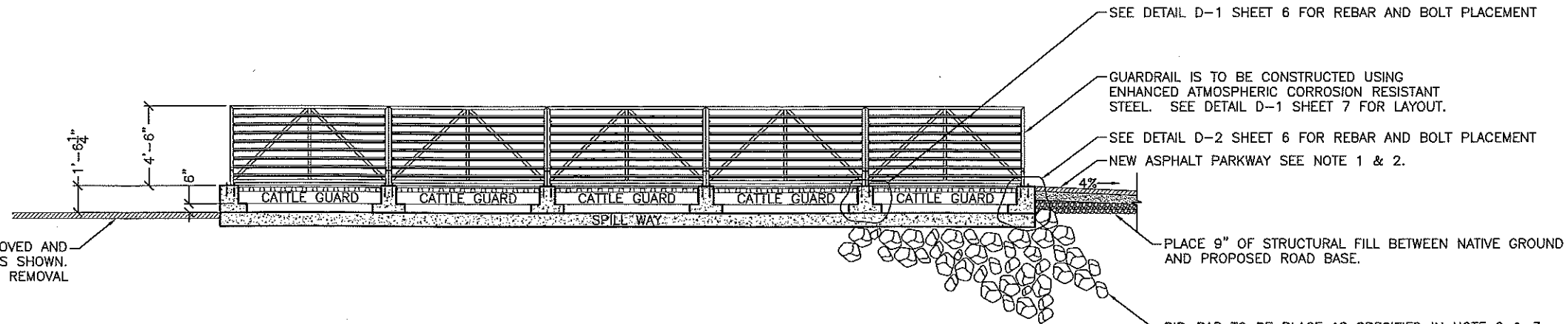


PLAN VIEW

FASTEN TREX DECKING TO TOP OF H-20 8'x8' CATTLE GUARD USING (8) 5/16" TORX FLAT HEAD GR8 ZP SELF-TAPPING SCREWS. SEE DETAIL D-3 SHEET 7 FOR SCREW PATTERN TYPICAL

FASTEN GUARDRAIL BY USING THE 5/8" BOLTS THAT ARE IMBEDDED INTO THE CONCRETE. SEE DETAIL D-1 SHEET 6, TYPICAL 4 LOCATIONS.

FASTEN GUARDRAIL BY USING THE 5/8" BOLTS THAT ARE IMBEDDED INTO THE CONCRETE. SEE DETAIL D-2 SHEET 6, TYPICAL EACH END.



PROFILE VIEW

SEE DETAIL D-1 SHEET 6 FOR REBAR AND BOLT PLACEMENT

GUARDRAIL IS TO BE CONSTRUCTED USING ENHANCED ATMOSPHERIC CORROSION RESISTANT STEEL. SEE DETAIL D-1 SHEET 7 FOR LAYOUT.

SEE DETAIL D-2 SHEET 6 FOR REBAR AND BOLT PLACEMENT

NEW ASPHALT PARKWAY SEE NOTE 1 & 2.

PLACE 9" OF STRUCTURAL FILL BETWEEN NATIVE GROUND AND PROPOSED ROAD BASE.

RIP-RAP TO BE PLACE AS SPECIFIED IN NOTE 2 & 3.

EXISTING ASPHALT SURFACE TO BE REMOVED AND CONCRETE STRUCTURE TO BE PLACED AS SHOWN. SEE NOTE 1 FOR ADDITIONAL ASPHALT REMOVAL

NOTES:

1. PLACE A 14'WIDEx3"DEEP NEW ASPHALT PARKWAY WITH 6" OF ROAD BASE UNDER NEW ASPHALT AT A 4% GRADE UNTIL NEW ASPHALT PARKWAY INTERCEPTS OLD ASPHALT PARKWAY. AT TIE IN SAW CUT OLD ASPHALT AND ABUT NEW ASPHALT INTO OLD ASPHALT. WHILE PLACING NEW ASPHALT PARKWAY REMOVE ALL EXISTING ASPHALT OUT FROM UNDERNEATH NEW ASPHALT PARKWAY.
2. RIP-RAP BOTH EDGES OF NEW PARKWAY FROM CONCRETE STRUCTURE 40 FEET ALONG PARKWAY. RIP-RAP IS TO BE FLUSH WITH NEW ASPHALT EDGE AND TIED INTO NATIVE SOIL TO A DEPTH OF 12" TYPICAL BOTH ENDS OF STRUCTURE.
3. RIP-RAP ENTIRE FRONT OF STRUCTURE FROM EDGE OF SPILLWAY TO TOE OF SLOPE. RIP-RAP IS TO BE FLUSH WITH SPILLWAY AND TIED INTO NATIVE SOIL THE ENTIRE SLOPE.



UTAH COUNTY ENGINEERS OFFICE  
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SCALE: 1/8" = 1'  
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BRIDAL VEIL FALLS  
PROVO CANYON PARKWAY  
PLAN & PROFILE SHEET

SHEET NUMBER

3 of 7

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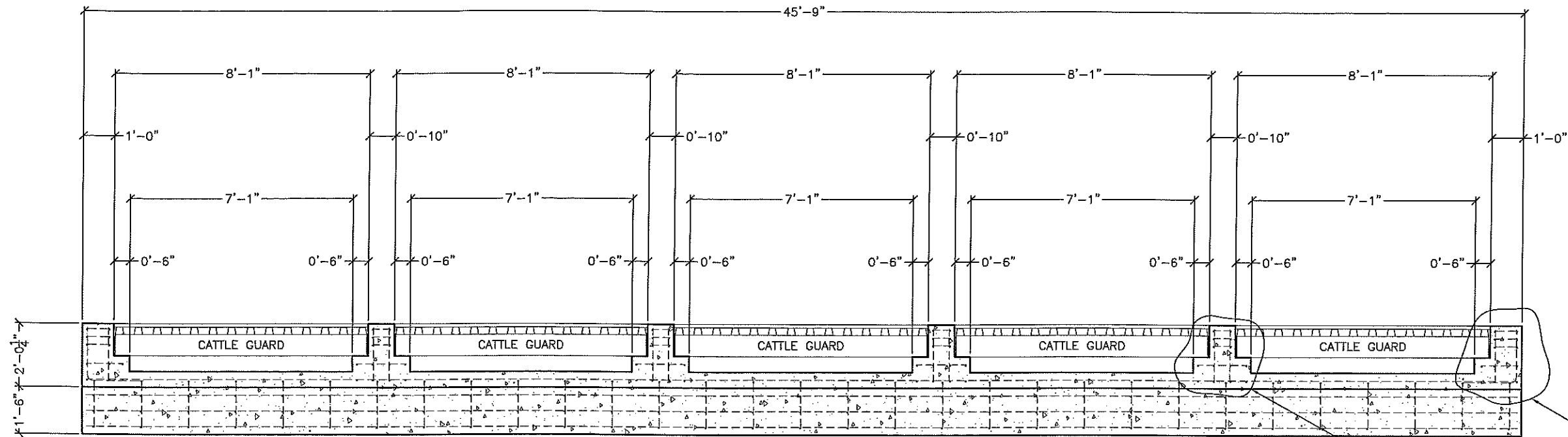
UTAH COUNTY ENGINEERS OFFICE  
2855 South State Provo, Utah 84606

REVISIONS:

DATE: 09/30/09  
SCALE: 1/4" = 1'  
DRAWN BY: GGT

BRIDAL VEIL FALLS  
PROVO CANYON PARKWAY  
SECTION VIEW A-A SHEET

SHEET NUMBER  
4 of 7



SECTION VIEW A-A

SEE DETAIL D-2 SHEET 6 FOR REBAR AND BOLT PLACEMENT.

SEE DETAIL D-1 SHEET 6 FOR REBAR AND BOLT PLACEMENT.

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GUARDRAIL IS TO BE CONSTRUCTED USING ENHANCED ATMOSPHERIC CORROSION RESISTANT STEEL. SEE DETAIL D-1 SHEET 7 FOR LAYOUT.

FASTEN TREX DECKING TO TOP OF H-20 8'x8' CATTLE GUARD USING (8), 5/16" TORX FLAT HEAD GR8 ZP SELF TAPPING SCREWS PER PLANK.

H-20 8'x8' CATTLE GUARD TYPICAL TEN LOCATIONS.

RIP-RAP TO BE PLACED @ A 1:3 SLOPE FROM SPILLWAY TO TOE OF SLOPE SEE SHEET 3 NOTE 3 FOR MORE INFORMATION.

APPROXIMATE LOCATION OF FIBER OPTIC LINE

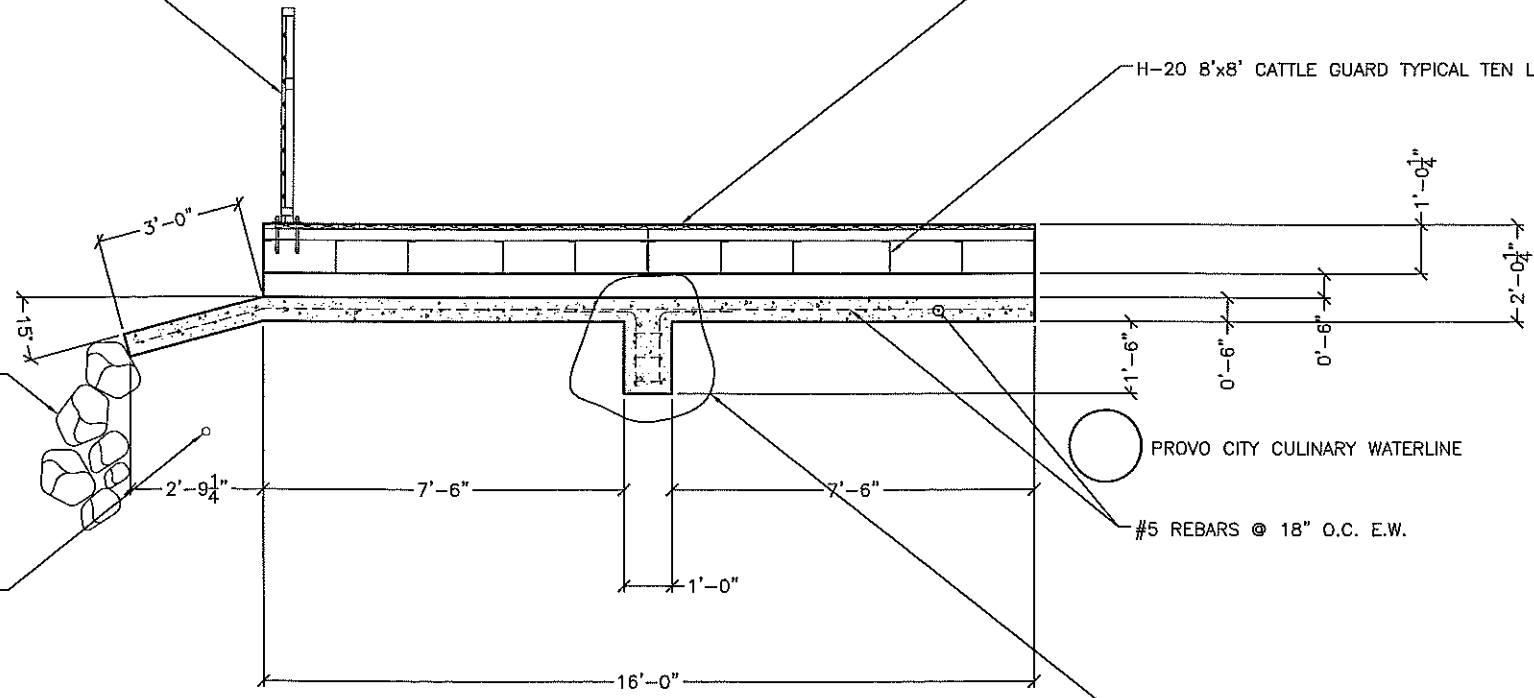
PROVO CITY CULINARY WATERLINE

#5 REBARS @ 18" O.C. E.W.

CUTOFF WALL SEE DETAIL D-5 SHEET 6 FOR REBAR LAYOUT.

NOTE: CONTRACTOR IS RESPONSIBLE TO VERIFY THE LOCATION OF ALL UTILITIES AND TO USE EVERY MEANS TO PROTECT THEM.

### SECTION VIEW B-B



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REVISIONS:

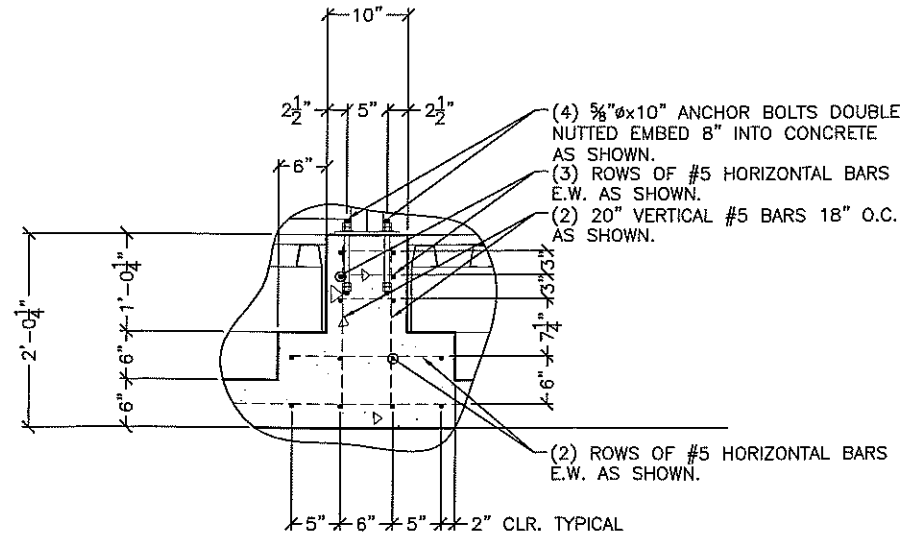
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BRIDAL VEHL FALLS  
PROVO CANYON PARKWAY  
SECTION VIEW B-B SHEET

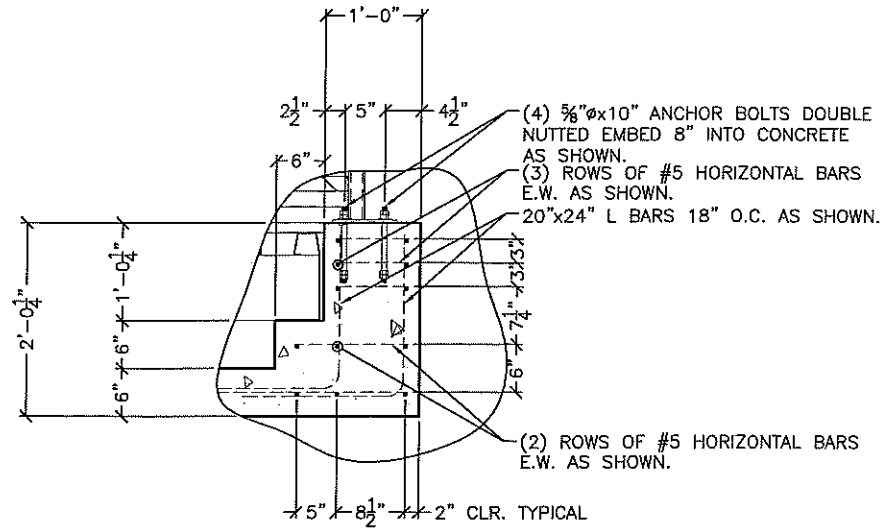
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**5**  
OF  
**7**



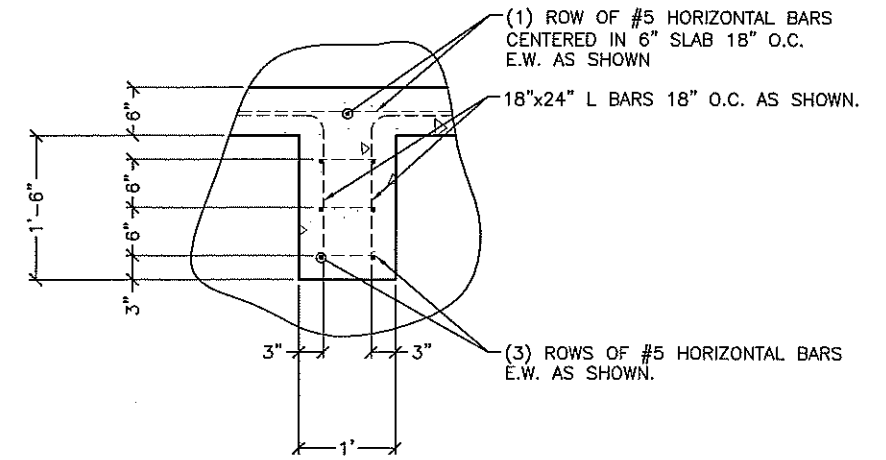
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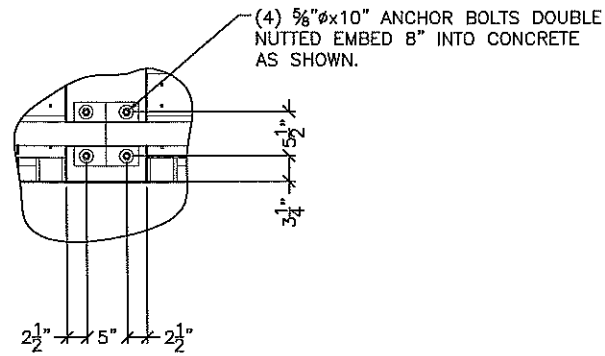
D-1



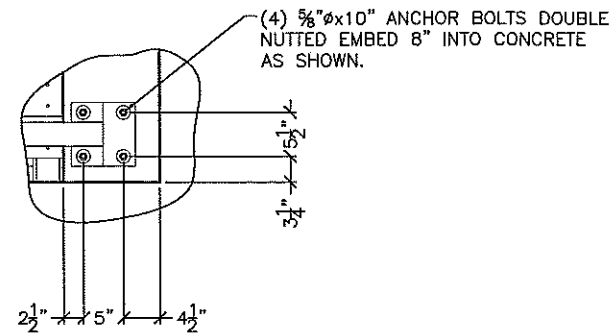
D-2



D-5



D-3



D-4



UTAH COUNTY ENGINEERS OFFICE  
2855 South State Provo, Utah 84606

REVISIONS:

DATE: 09/30/09

SCALE: 1/2" = 1'

DRAWN BY: GGT

BRIDAL VEIL FALLS  
PROVO CANYON PARKWAY  
DETAIL SHEET 1

SHEET NUMBER

6 of 7



UTAH COUNTY ENGINEERS OFFICE  
2855 South State Provo, Utah 84606

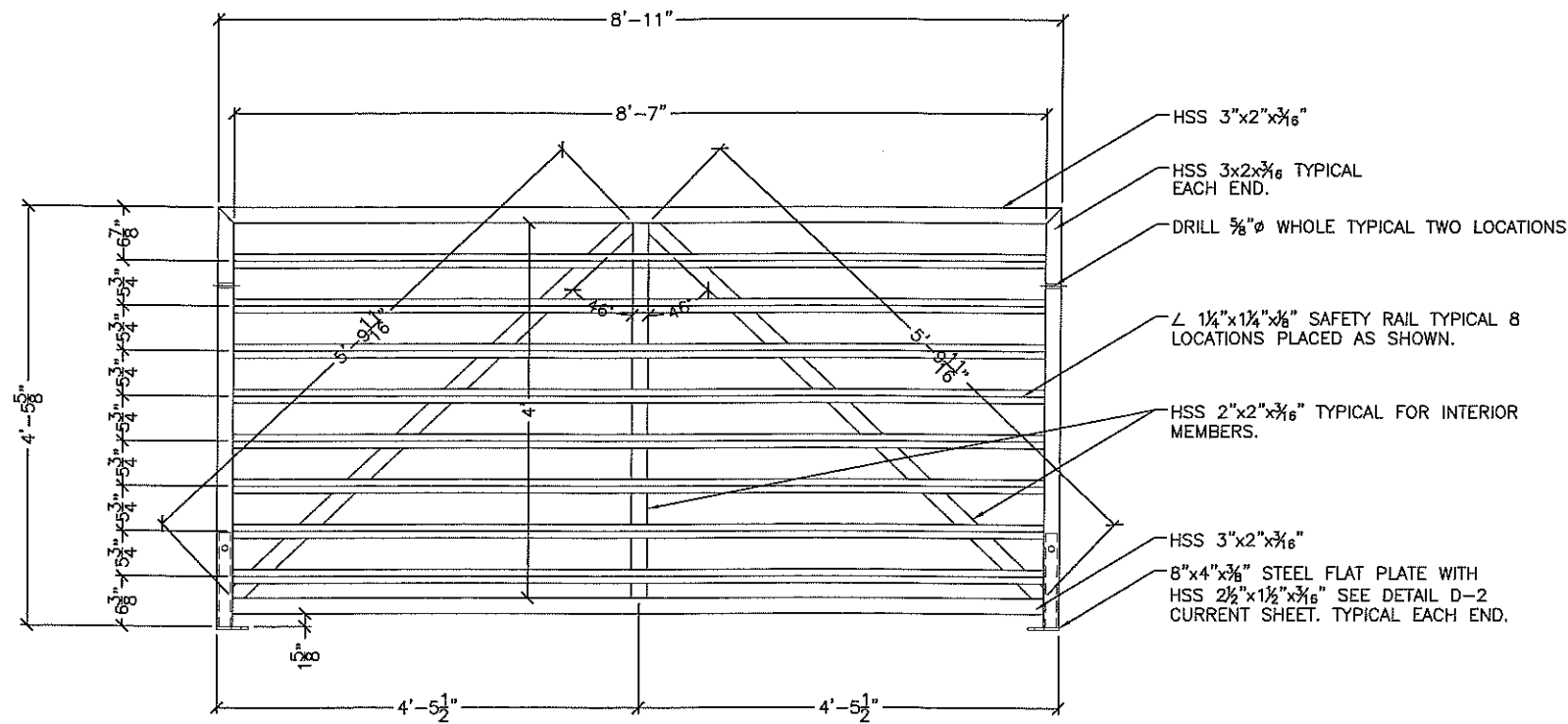
REVISIONS:

DATE: 09/30/09  
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BRIDAL VEIL FALLS  
PROVO CANYON PARKWAY  
DETAIL SHEET 2

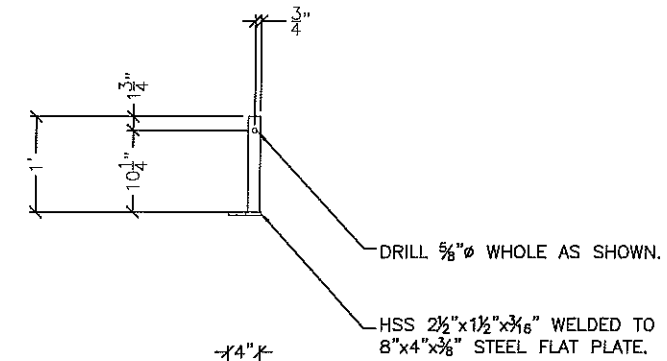
SHEET  
NUMBER

7 of 7

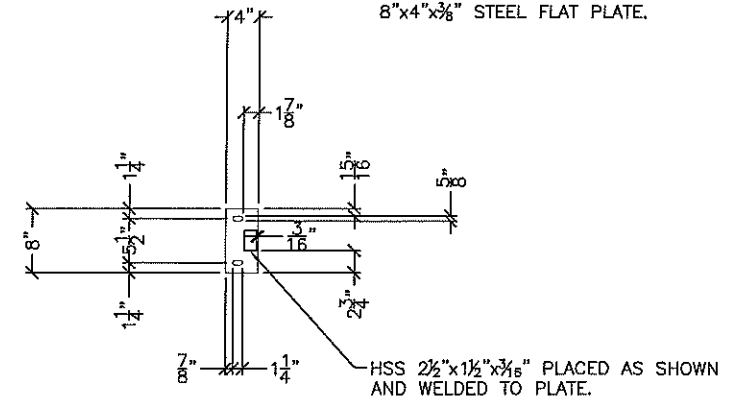


OUTSIDE FACE  
D-1

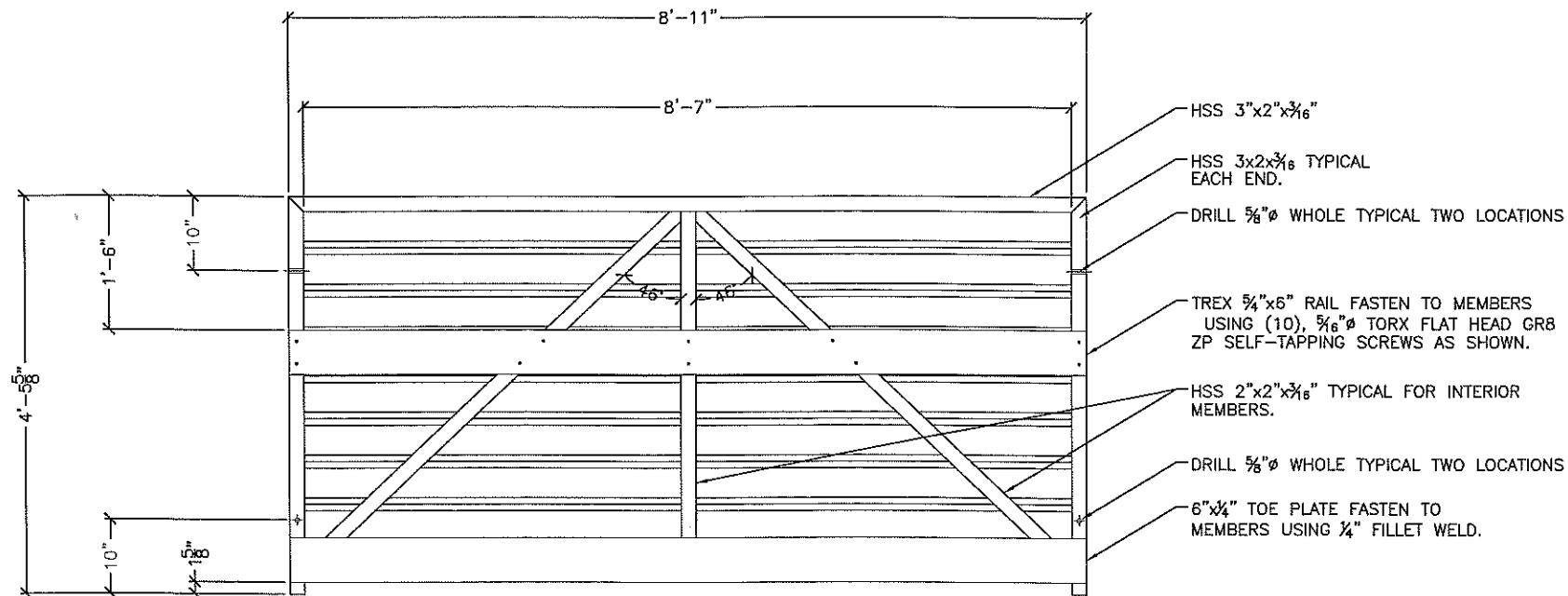
NOTE: ALL STEEL MEMBERS SHALL BE RECTANGULAR TUBING, HOLLOW STRUCTURAL STEEL UNLESS NOTED OTHERWISE.  
ALL INTERIOR AND EXTERIOR MEMBERS SHALL BE CONNECTED USING 1/4" FILLET WELDS UNLESS NOTED OTHERWISE.  
ATTACH HSS 2 1/2"x1 1/2"x3/16" TO 3/8" STEEL PLATE USING 1/4" FILLET WELDS UNLESS NOTED OTHERWISE.  
SAFETY RAILS SHALL BE CONNECTED TO INTERIOR AND EXTERIOR MEMBERS USING 3/16" FILLET WELDS UNLESS NOTED OTHERWISE.



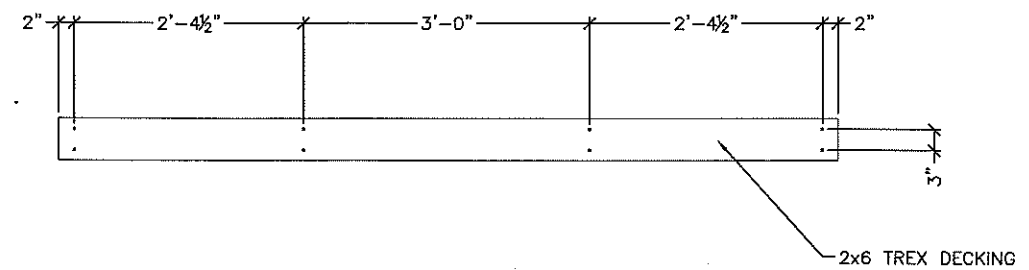
D-2



D-3



INSIDE FACE  
D-1



2x6 TREX DECKING