

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

INVITATION TO BID

for

**JORDAN RIVER PARKWAY
TRAIL REMEDIATION**

ITB # 2024-16

CLOSING DATE
FOR RECEIPT OF BIDS: Tuesday, December 3, 2024

TIME: 3:00 p.m.(Mountain Time)
Bids will be opened at 3:10 p.m.

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

**MANDATORY PRE-BID
MEETING** 10:00a.m. (Mountain Time)
Monday, November 18, 2024
Meet at Project Site at intersection of
Jordan River Parkway and Cottonwood Drive
Lehi, Utah

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



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1. INVITATION TO BID

1.1 INTENT

- A. Through this Invitation to Bid (ITB), Utah County intends to select a contractor to provide for the construction and completion in every detail the slope remediation for the Jordan River Parkway Trail as per the specifications and plans “Jordan River Parkway Trail Remediation” herein referred to as (the Drawings) included in or referenced in this ITB.
- B. The Contractor shall furnish all labor, equipment, tools, transportation and supplies required to complete the work in accordance with the Specifications, the Drawings, General Requirements, and terms of this Agreement.
- C. Pursuant to this ITB an agreement will be executed, a sample copy of which is attached as Exhibit C. **The County will not entertain changes to its Standard Terms and Conditions.**

1.2 PROCEDURE

The procedure for response to this ITB, evaluation of bids, and selection of a Contractor is as follows:

- A. Interested entities will prepare and submit their bids prior to the specified Closing Date for Receipt of Bids.
- B. Utah County and/or its representatives will evaluate all submitted bids to determine acceptance or rejection of the bids.
- C. The selected bidder(s) will be required to sign an agreement, a sample of which is included as Exhibit C.

1.3 MANDATORY PRE-BID MEETING

- A. Bidders **MUST** attend the MANDATORY Pre-Bid Meeting to be conducted at 10:00 a.m. (Mountain Time), Monday, November 18, 2024. The meeting will commence at the project site at the intersection of the Jordan Parkway Trail and Cottonwood Lane in Lehi, Utah. The location is also known as Thanksgiving Point Trailhead Park. Coordinates for the meet location are latitude 40.417269 and longitude -111.893639. The conference will last approximately one hour.
- B. Bids will not be accepted from bidders who were not represented at the Pre-Bid Meeting. It is each Bidder's responsibility to sign the official attendance sheet.

1.4 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.
- D. Respondents must provide all information requested in the Contractor Information Form.
- E. Utah County has established certain requirements with respect to bids to be submitted by respondents. The use of "shall", "must", or "will", in this ITB indicates a requirement or condition from which a material deviation will not be approved by Utah County.

1.5 BID ORGANIZATION

- A. Each respondent must submit its bid digitally through the U3P website using the State's new Bonfire account. The bid must be submitted by Tuesday, **December 3 at 3:00.**

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

- B. Items to be considered before filling out the bid and bidding schedule:

1. Interpretation of Quantities in the Schedule

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

2. Bidding Schedule

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

- C. The bid must include:

1. Completed Contractor's Cost Proposal (Attachment A)
2. Completed Contractor Information Form (Exhibit A).
3. Completed Certificate of Non-Collusion (Exhibit 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.

1.6 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.

1.7 QUESTIONS AND CLARIFICATIONS

- A. All questions regarding this ITB must be submitted through the Utah Procurement Place (U3P) web site or to the Utah County Purchasing Manager, Robert Baxter, at RobertB@utahcounty.gov. The deadline for submission of questions is two business days prior to the closing date.
- B. Bidders are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the Agreement, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for withdrawal of a bid after opening, or for a claim after award of the agreement.
- C. To arrange to inspect the work site or for other inquiries on this invitation for bids, prospective bidders should contact the "County Project Manager", using the contact information above.

1.8 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.

1.9 DISQUALIFICATION OF BID

- A. The occurrence of any of the following may result in disqualification of a bid:
 - 1. Failure to respond within the established timetable.
 - 2. Failure to completely answer all questions presented in the ITB.
 - 3. Use of any other type of form or format other than those indicated in the ITB.
 - 4. Failure to provide requested documentation at the time of bid submission.
 - 5. Illegible responses.
 - 6. 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.
 - 7. If the bidder is unable to evidence a satisfactory record of experience and integrity.
 - 8. If the bidder is not qualified legally to contract.
 - 9. If the bid at the opening does not contain a signed bid, and a signed certificate of non-collusion.
- B. Utah County reserves the right to reject any or all bids.

1.10 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.

1.11 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.

1.12 REQUIRED EXPERIENCE

- A. The Contractor must have a minimum of three (3) years experience in the work specified herein. Proof of experience must be submitted with each bid.
- B. The Contractor shall provide a list of at least three (3) projects similar to Utah County's as set forth herein, including contracting agency and contact information for each.
- C. The Contractor shall be the general contractor for the project and is required to have a current local business license from the jurisdiction in which their business is located. A copy of the bidder's current local business license must be submitted with the bid.

1.13 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. Utah County reserves the right to award to more than one Contractor if it is in the best interest of the County or to consider manufacturing and delivery times in contract award.

1.14 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(s).
- 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.

1.15 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 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; and
 - 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.

GENERAL REQUIREMENTS

Alteration of Plans 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 construction, and the elimination of one or more items as may be found necessary or desirable. Such alterations shall not be considered as a waiver of nor release of the surety. The Contractor agrees to accept the work as altered the same as if it had been a part of the original Agreement. The Contractor shall proceed with the work alterations when ordered in writing. **Financial increases to this Agreement must be approved in writing by the County Commission before additional work is authorized and constructed.**

Brand Name

The use of brand names in the Specifications is for the purpose of designating the standard of quality, performance, and characteristics desired. Equivalent brand substitutions for products must be approved by Utah County.

Change Orders

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. The overhead, profit, and commission fees included in any change order bid shall not exceed the maximum percentages of the net cost of the bid as shown in the following table:

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

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

Overhead and profit includes but is not limited to:

1. Estimating
2. Field supervision above foreman level superintendents, assistant superintendents, general foremen, engineers, accountants, timekeepers, office manager, and other staff;
3. Office supplies
4. Drinking water
5. Temporary heat, light, and power
6. Field toilets
7. Small tools; and

8. 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.

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.

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. Contractors, 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.

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 County, 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.

Completion Date

The completion date for the Jordan River Parkway Trail Slope Remediation is on **February 28, 2025**, regardless of weather conditions and other related problems. If the Contractor fails to complete the work on or prior to the completion date, or by extension of time granted by the County in writing, then the Contractor may forfeit his or her 5% payment retainer and shall in addition be liable for all additional costs and damages incurred by Utah County as a result of the failure of completion. If abnormal weather conditions or other natural events totally beyond the control of the Contractor require, in the judgment of the County, an extension of the completion date, written authorization must be given by the County for such specific extension.

Liquidated Damages

It is agreed by the parties to this Agreement that in case all the work called for in accordance with this Agreement is not completed before or upon the Completion Dates set forth in this Agreement, damage will be sustained by Utah County, and that it is and will be impracticable to determine the actual damage which Utah County will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay to Utah County **\$1860.00 per day** for each calendar day between the Completion Date required herein for any specific roadway and the date of final acceptance thereof by Utah County, as liquidated damages and not as penalty. It is further agreed that the amounts stipulated are reasonable estimates of the damages that would be sustained by Utah County and the Contractor agrees to pay such liquidated damages as herein provided. In case the liquidated damages are not paid, the Contractor agrees that Utah County may deduct the amount thereof from any money due to or that may become due to the Contractor by progress payments or otherwise in accordance with the terms of this Agreement, or if said amount is not sufficient, recover the total amount.

The Contractor will not be assessed with liquidated damages during any delay in the completion of the work caused by acts of God, acts of criminals, acts of Utah County, acts of the public utilities, fire, floods, epidemics, quarantine restrictions, labor strikes that delay the critical sequence of the work, and

unusually severe weather or delays of subcontractors due to such causes, provided that Utah County is notified in writing of the causes of such delay.

Cooperation

Utah County intends to encourage cooperation with the Owner, Engineers, Supplier, Contractor and its subcontractors. The objectives are effective and efficient agreement performance, intended to achieve completion within budget, on schedule, and in accordance with the Drawings and Specifications.

Alternative Dispute Resolution (ADR) methodologies will be encouraged in place of the more formal dispute resolution procedures. ADR in this context is intended to be a voluntary, non-binding procedure available for use by the parties to this Agreement to resolve any dispute that may arise during performance.

Delivery/Shipping

The Contractor/Supplier shall be responsible for all delivery, shipping, transportation, and handling charges and shall include these costs in the bid schedule. Delivery and Shipping costs will not be paid as a separate line item.

Extra Work

If extra work, as defined in the Utah County Standard Terms and Conditions, is authorized by the Utah County Commission in writing, payment for authorized extra work will be made by either of the following methods, as determined by the County:

1. Reimbursement for all direct and substantiated costs of labor, materials, supplies and equipment use, plus 10% to cover all indirect costs, overhead and profit; or
2. A lump sum, agreed to prior to beginning the extra work, to cover all of the items authorized in writing by the County.

Inspection

Testing or work to determine contract compliance shall be performed by the Contractor. Such testing shall comply with APWA standards for all applicable materials and placement of those materials. Copies of test results must be provided to, and approved by, the County Project Manager prior to final acceptance of project.

Final acceptance and inspection of completed work shall be performed by the County Project Manager.

Insurance

The insurance required by the Utah County Standard Terms and Conditions shall name "Utah County, 100 East Center, Provo, Utah 84606" as a Certificate Holder.

The Contractor shall file all required certificates of insurance with the Utah County Public Works Department in a timely manner following the Closing Date for Receipt of Bids and prior to commencing any work.

Keys

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

Legal

The Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.

License

The Contractor shall have a current "Business License", issued by the county or city in which the Contractor's business is located, and shall provide proof of such license prior to the commencement of said work.

The Contractor shall be a licensed "General Contractor" through the State of Utah, Utah Division of Occupational and Professional Licensing, to perform construction work in this State. The Contractor shall provide proof of such license prior to the commencement of said work.

Payment

Payment shall be required in the manner proscribed in the Utah County Standard Terms and Conditions. All bills must be signed and dated by both the Contractor and the County Project Manager before the payment process can commence. Each bill shall itemize the work performed and shall show progress of the work that can be verified. Actual payment will be based upon inspection by the County Project Manager who will certify that the work has been performed in a workmanlike manner. In accordance with Utah Code §13-8-5, Utah County may retain five percent (5%) of all payments to the Contractor or such other sums as authorized thereby until the end of the project. Final payment of any sums retained will be paid thirty (30) days after request after approval of work by final inspection.

The County Project Manager 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. He will also decide all questions which may arise as to the acceptable fulfillment of the Agreement on the part of the Contractor.

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

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

5. Damage to another contractor.
6. Failure to maintain scheduled progress.
7. Any other failure of the Contractor which results in liability for the County.

Safety Requirements

In order to protect the life and health of employees and the general public in the performance of this Agreement, the Contractor shall comply with the general safety orders covering Utah industries, issued by the Industrial Commission of Utah and Occupational Safety and Health Act of 1970. Nothing in the Agreement shall relieve the Contractor of responsibility assigned in the Specifications, State Industrial Commission's requirements, or state and local laws and ordinances.

The Contractor agrees to hold Utah County and the County's Engineer free and harmless from any and all damages/claims that may occur during the construction operations of this Agreement. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this Agreement and construction operations.

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

Sales Tax

The Contractor shall be responsible for including in their bid schedule, not as a separate line, any sales tax charges for products, materials, or other items that the Contractor will be purchasing. The Contractor will not be allowed to use the County's sales tax exemption number to purchase products, materials or other items that the Contractor will be installing as part of the agreement on the County's behalf.

Supervision of Work

The County Public Works Director shall have full supervisory powers in determining the extent of the construction on the project. Compensation shall be based upon logbooks maintained by the County Project Manager as a percentage of work completed and payment terms described under General Requirements. All decisions concerning the extent and acceptability of the work and the quality of all materials shall rest solely with the County Public Works Director.

Surveying

The Contractor shall be responsible for all construction staking.

The Contractor will be responsible for furnishing, maintaining, or restoring all survey monuments and reference marks within the project site. Contact the County Surveyor to obtain permits for section corners and monuments before any work begins.

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 at no additional cost to the County. **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.

The Contractor shall be responsible to protect in place all utilities shown or not shown on this plan.

The Contractor shall be responsible for providing all water, power, sanitary facilities, and telephone services as required for the Contractor's use during construction.

STATEMENT OF APPLICABLE STANDARDS

All work performed by the Contractor shall meet or exceed all applicable specifications listed in the publications American Public Works Association – Manual of Standard Specifications and Manual of Standard Plans, 2017 edition, published by the Utah Chapter of the American Public Works Association, hereinafter referred to as “APWA Standard Specifications and Standard Plans.” All work performed by the Contractor shall also comply in every respect with the plans referred to as “**Jordan River Parkway Trail Remediation**” (the Drawings), which are attached hereto and incorporated herein by this reference. Where conflicts arise, the most stringent code will apply.

Where the plans or specifications describe portions of the work in general terms but not complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

It is intended that these plans and specifications require all labor and materials necessary and proper for the work contemplated and that the work be completed in accordance with their true intent and purpose. The Contractor shall notify the County Project Manager immediately regarding any discrepancies or ambiguities which may exist in the plans or specifications. The County Project Manager’s interpretation thereof shall be conclusive.

ATTACHMENT A

CONTRACTOR'S COST PROPOSAL

1. CONTRACT NAME: JORDAN RIVER PARKWAY TRAIL REMEDIATION

2. CONTRACTOR'S INFORMATION

a. Company Name: _____

b. Address: _____

c. Phone: _____

d. Email: _____

3. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

Bidder hereby acknowledges receipt of the following addenda:

4. BID PRICE:

- A. CAUTION:** Bidder shall complete all blanks in the following price schedule. Failure to do so may cause the bid to be declared non-responsive by the OWNER.
- B.** The OWNER reserves the right to increase or decrease bid quantities and lengthen or shorten the project.
- C.** The specified "Total Cost" shall become the bidder's "Total Bid Price" for completion of this project.
- D.** Bid Schedule is shown below on the next page.

BID SCHEDULE - JORDAN RIVER PARKWAY TRAIL REMEDIATION						
Item No	Item Description	Spec. Reference	Approx Quantity	Item Unit	Unit Cost	Cost
<i>SOUTH SECTION (STATION 0+45 TO 5+35)</i>						
1	Mobilization & Demobilization	01 71 13	1	Lump Sum		
2	South Traffic Control	01 55 26	1	Lump Sum		
3	South Pollution Control	01 57 00	1	Lump Sum		
4	South Construction Layout	01 71 23	1	Lump Sum		
5	South Excavation	31 23 16	3,625	CY		
6	South Fill - Granular Borrow/Native	31 23 23 31 05 13	2,481	CY		
7	South Fill - Filter Sand	31 23 23 31 05 13	734	CY		
8	South Fill - Riprap	31 37 00	1,432	CY		
9	South Fill - Cobble Stabilization	31 50 00	271	CY		
10	South Geotextile Fabric	31 05 19	15,233	SF		
<i>SINKHOLE REPAIR (WITHIN SOUTH SECTION)</i>						
10	Mobilization & Demobilization	01 71 13	1	Lump Sum		
11	Sinkhole Repair - Excavation	31 23 16	19	CY		
12	Sinkhole Repair - Granular Borrow/Native	31 23 23 31 05 13	19	CY		
13	Sinkhole Repair - Untreated Base Course (UTBC)	31 23 23	1	CY		
14	Sinkhole Repair - HMA	32 12 16.13	1	CY		
<i>MIDDLE (STATION 12+50 TO 14+25)</i>						
14	Mobilization & Demobilization	01 71 13	1	Lump Sum		
15	Middle Traffic Control	01 55 26	1	Lump Sum		
16	Middle Pollution Control	01 57 00	1	Lump Sum		
17	Middle Construction Layout	01 71 23	1	Lump Sum		
18	Middle Excavation	31 23 16	87	CY		
19	Middle Fill - Granular Borrow/Native	31 23 23 31 05 13	290	CY		

BID SCHEDULE - JORDAN RIVER PARKWAY TRAIL REMEDIATION						
Item No	Item Description	Spec. Reference	Approx Quantity	Item Unit	Unit Cost	Cost
20	Middle Fill - Filter Sand	31 23 23 31 05 13	38	CY		
21	Middle Fill - Riprap	31 37 00	580	CY		
22	Middle Fill - Cobble Stabilization	31 50 00	90	CY		
23	Middle Geotextile Fabric	31 05 19	6,273	SF		
NORTH (STATION 31+25 TO 38+60)						
23	Mobilization & Demobilization	01 71 13	1	Lump Sum		
24	North Traffic Control	01 55 26	1	Lump Sum		
25	North Pollution Control	01 57 00	1	Lump Sum		
26	North Construction Layout	01 71 23	1	Lump Sum		
27	North - Excavation	31 23 16	323	CY		
28	North Fill - Granular Borrow/Native	31 23 23 31 05 13	1,086	CY		
29	North - Untreated Base Course (UTBC)	31 23 23	27	CY		
30	North - Riprap	31 37 00	2,224	CY		
31	North - Cobble Stabilization	31 50 00	1,124	CY		
32	North - Geotextile Fabric	31 05 19	24,003	SF		
33	North - HMA	32 12 16.13	35	CY		

5. BID SUMMARY:

A. TOTAL BID PRICE FOR COMPLETED PROJECT \$ _____

6. 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 Jordan River Parkway Trail Slope Remediation. 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.

Bidder's Signature

Title

Bidder's printed name

Date

ATTACHMENT B
SPECIFICATIONS -
MEASUREMENT & PAYMENT

A.1 GENERAL

- A. See APWA Section 01 29 00 for general measurement and payment provisions.
- B. Classification of Work:
 - 1. In the price schedule, specification reference numbers are provided. The referenced specification describes work applicable to the classification of work indicated.
 - 2. Payment for that classification of work covers cost of work in the referenced specification and any incidental work and material necessary to complete the referenced work.
- C. Incidental work or material will not be measured, counted or paid for separately.
- D. All prices include contractor furnished quality control and acceptance materials testing provided by an independent AASHTO accredited materials laboratory, at the frequencies specified, and daily submittal of all materials testing results for review by the owner as required by APWA Standard 01 45 00.

A.2 BID ITEMS

- 1. **Item No. 1, 11, 16, 26 - Mobilization and Demobilization**
 - a. APWA Standard Specification Reference: APWA 01 71 13
 - b. Measurement: Lump Sum, Paid as Follows:

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

Mobilization and Demobilization shall not be used to determine the Percent of Original Contract Amount Earned.

- c. Payment Covers: Cost of mobilization, demobilization, installation of temporary facilities, and bringing all necessary construction equipment to the site. Payment also covers the cost of remobilizing to the site in the event that the work is stopped due to river flow. All costs related to necessary coordination with the Owner, Engineer, Public and Private Agencies, and participation of key personnel in weekly coordination meetings with Owner.
- d. Includes all necessary coordination with the Owner, Engineer, Public and Private Agencies, and participation of key personnel in weekly coordination meetings with Owner.
- e. Payment covers all costs for labor, materials, and equipment required to dewater the construction site, managing latent / residual, and uncontrolled storm runoff flow through or around this segment of the Jordan River as needed to construct the work.

- f. Price includes any other incidentals and materials required to construct the work, including but not limited to construction access improvement, equipment working platforms, required permits, bonds, insurance, etc.

2. **Item No. 2, 17, 27 - Traffic Control.**

- a. APWA Standard Specification Reference: APWA 01 55 26
- b. Measurement: Lump Sum
- c. Payment Covers: All traffic control required by the Contract Documents or deemed necessary by the Contractor to ensure clear separation of construction activities, equipment, and materials from the public. Payment shall include development, submission, and implementation of traffic control plan.
- d. Payment is prorated by the total dollar amount of work completed at the time the partial estimate is processed as a percentage of the original contract amount.

3. **Item No. 3, 18, 28 - Pollution Control**

- a. APWA Standard Specification Reference: APWA 01 57 00
- b. Measurement: Lump Sum.
- c. Payment Covers: All surface and subsurface temporary controls and removal thereof upon completion of the project. Payment includes implementation of pollution prevention measures, watering and dust control, and any other work or controls to comply with SWPPP. Payment includes installation and maintenance of silt fence, wattles and other BMPs required to fulfill the erosion control requirements of the Contract Documents and SWPPP.
- d. Payment is prorated by the total dollar amount of work completed at the time the partial estimate is processed as a percentage of the original contract amount.
- e. Payment covers all temporary controls necessary to comply with the requirements of the approved Stream Alteration Permit.

4. **Item No. 4, 19, 29 - Construction Layout.**

- a. APWA Standard Specification Reference: APWA 01 71 23
- b. Measurement: Lump Sum.
- c. Payment Covers: All costs for labor, materials, and equipment required to survey, locate, document, and verify correct and accurate location of the Work. Provide as-built record document at project closeout.
- d. Payment is prorated by the total dollar amount of work completed at the time the partial estimate is processed as a percentage of the original contract amount.

5. **Item No. 5, 12, 20, 30 - Excavation**

- a. APWA Standard Specification Reference: APWA 31 23 16
- b. Measurement: Cubic Yard.
- c. Payment Covers: All costs for labor, materials, equipment, transportation, and appurtenances required to excavate at the locations, lines and grades shown on the plans.

- d. Price includes removal and proper disposal of all vegetation cleared to allow for excavation to occur.
6. **Item No. 6, 13, 21, 31 – Granular Borrow / Native**
- a. APWA Standard Specification Reference: APWA 31 05 15, APWA 32 11 23
 - b. Measurement: Cubic Yard.
 - c. Payment Covers: All costs for labor, materials, equipment, transportation, compaction, testing, and appurtenances required to furnish and install granular borrow at the locations, lines and grades shown on the plans.
7. **Item No. 7, 22 – Filter Sand**
- a. APWA Standard Specification Reference: APWA 31 05 13, APWA 32 11 23
 - b. Measurement: Cubic Yard
 - c. Payment Covers: All costs for labor, materials, equipment, transportation, compaction, testing, and appurtenances required to furnish and install granular borrow at the locations, lines and grades shown on the plans.
8. **Item No. 8, 23, 33 - Riprap**
- a. APWA Standard Specification Reference: APWA 31 37 00
 - b. Measurement: Cubic Yard, measured by the actual surface area placed, multiplied by the specified thickness.
 - c. Payment Covers: All labor, materials, and equipment required to furnish, and place riprap materials at the locations, lines and grades shown on the plans. Rock used for riprap shall be obtained from a contractor selected source.
 - d. Price includes placing / stacking boulders up the existing bank slope at the lines and grades shown on the plans, including supplementing existing rip rap bank armoring where directed by the engineer, to create an interlocked mass.
9. **Item No. 9, 24, 34 – Cobble Stabilization**
- a. Project Special Provision Reference: 31 50 00
 - b. Measurement: Cubic Yard, measured by the actual surface area placed, multiplied by the specified thickness.
 - c. Payment Covers: All labor, materials, and equipment required to furnish, and place riprap materials at the locations, lines and grades shown on the plans. Rock used for cobble shall be obtained from a contractor selected source.
10. **Item No. 10, 25, 35 – Geotextile Fabric**
- a. Project Special Provision Reference: 31 05 19
 - b. Measurement: Square Yard, not including excess, splices, or overlaps.
 - c. Payment Covers: All labor, materials, and equipment required to furnish and place 8-ounce non-woven separation fabric at the locations, lines and grades shown on the plans.

11. Item No. 14, 32 - Untreated Base Course

- a. APWA Standard Specification Reference: APWA 32 11 23
- b. Measurement: Cubic Yard
- c. Payment Covers: All costs for labor, materials, equipment, transportation, compaction, testing, and appurtenances required to furnish and install granular borrow at the locations, lines and grades shown on the plans.

12. Item No. 15, 36 - ½” HMA Paving

- a. APWA Standard Specification Reference: APWA 32 12 16
- b. Measurement: Measurement: Cubic Yard.
- c. Payment Covers: All labor, materials, and equipment required to furnish and install asphalt concrete paving at the locations, lines and grades shown on the plans.
- d. Marshall Mix design method with ½-inch maximum aggregate size.
- e. No additional payment will be made for the paving that exceeds the specified width.
- f. Asphalt saw cutting at tie -in to existing pavement is incidental to this bid item.
- g. Repair to asphalt concrete damaged by the contractor is incidental to this bid item.

ATTACHMENT C
SPECIFICATIONS

SECTION 31 05 13 COMMON FILL

This specification changes a portion of APWA Standard Specification Section 31 05 13. All other provisions of the Section remain in full force and effect.

Replace Section 2.7 with the following:

2.7 FILTER SAND

- A. Friable river or bank aggregate, free of loam and organic matter and graded to meet ASTM C 144 sand in Section 2.2B of Section 32 14 13.

END OF SECTION

SECTION 31 23 23

BACKFILL FOR STRUCTURES

This specification changes a portion of APWA Standard Specification Section 31 23 23. All other provisions of the Section remain in full force and effect.

Replace Section 1.7-D with the following:

- 1.7 **COMPACTION:** Verify compaction using nuclear tests, ASTM D2922. One test per 625 SF of similarly placed material, minimum of one test every other lift. Additional tests shall be performed at the request of the ENGINEER.

END OF SECTION

SECTION 31 37 00
RIPRAP OR ROCK LINING

This specification changes a portion of APWA Standard Specification Section 31 37 00. All other provisions of the Section remain in full force and effect.

Replace Section 2.1 with the following:

2.1 AGGREGATE

- A. Durable, angular, hard stone free from seams and cracks.
- B. Graded in size to produce a reasonably dense mass.
- C. Graded as follows.

Riprap Gradation		
% passing		Seive Size (in)
100.00		48
60	100	36
20	55	24
10	35	12
0	15	6

END OF SECTION

SECTION 31 50 00 COBBLE STABILIZATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Subgrade stabilization where needed in areas of pumping, soft, or otherwise unstable soils.

1.2 RELATED SECTIONS

- A. Section 31 05 19: Common Fill
- B. Section 31 05 19: Geotextiles

1.3 REFERENCES

- A. AASHTO T 104: Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
- B. AASHTO T 180: Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457 mm (18 inch) Drop

1.4 DEFINITIONS

- A. Low Ground Pressure Equipment – Construction equipment designed to traverse and place material on soft subgrade soils, with bearing pressures no greater than 5 psi.

1.5 SUBMITTALS

- A. At least 10 working days prior to clearing embankment and structure areas, documentation demonstrating bearing pressure induced by proposed low ground pressure equipment does not exceed 5 psi.
- B. At least 48 hours prior to proceeding with stabilization at a given location, the location, proposed stabilization Type, approximate area, and approximate quantities, for review.
- C. Weekly during construction, a summary of locations stabilized and methods used, including detailed quantities.

PART 2 PRODUCTS

2.1 GRANULAR BORROW AND GRANULAR BACKFILL BORROW

A. Refer to Section 31 05 13.

2.2 STABILIZATION COBBLE ROCK

- A. Angular to sub-rounded cobble rock free of trash, debris, organics and frozen lumps.
- B. Substantially free of shale or other soft particles of poor durability.
- C. Soundness loss per AASHTO T 104 less than 15 percent after five cycles using a sodium sulfate solution, or less than 30 percent after four cycles using a magnesium sulfate solution.
- D. Meet the following gradation:

Stabilization Cobble Rock Gradation	
Sieve Size	Percent Passing
12 inch	100
9 inch	90-100
6 inch	0-50
3 inch	0-10

E. Crushed concrete may be used in place of stabilization cobble rock.

2.3 GEOTEXTILE (SEPARATION OR STABILIZATION)

A. Refer to Section 02075.

2.4 CRUSHED CONCRETE

- A. Maximum dimension of individual pieces no greater than 12 inch.
- B. At least 50 percent of pieces have maximum dimension of at least 6 inch.
- C. Remove all reinforcing steel, wood, plastic, asphalt, debris, and other deleterious material from the crushed concrete before placement.

PART 3 EXECUTION

3.1 STABILIZATION FOR SOFT SUBGRADE

- A. Place cobble rock in lifts no thicker than 12 inches on the cleared subgrade.
- B. Press each lift of cobble rock into the very soft soil by tamping with the bucket of a trackhoe, walking with tracked equipment, or similar methods authorized by the Engineer.
 - 1. Do not unnecessarily soften the soil by imposing excessive impacts or vibrations on the subgrade.
- C. Place and press additional lifts of cobble rock into the soil until it will no longer accept cobbles.
 - 1. At locations where the subgrade remains unstable after pressing in a 24-inch total thickness of cobble rock, wait up to 48 hours (actual time period to be determined by the Engineer) before proceeding with further stabilization.
 - a. Avoid loading, vibrating, or otherwise disturbing the subgrade during this period to allow soil pore pressures to dissipate.
 - b. Review stability of the subgrade after this period with the Engineer prior to attempting further stabilization efforts.
 - 2. Do not place additional lifts of cobbles if voids remain between cobbles above the subgrade soil from the previous lift.
 - a. Remove loose cobbles where voids remain above the subgrade soil, or cap the cobbles with six inches of granular borrow or granular backfill borrow and work into the voids.
- D. Do not press cobbles into the ground over buried utilities.

END OF SECTION

SECTION 32 12 05 BITUMINOUS CONCRETE

This specification changes a portion of APWA Standard Specification Section 32 12 05. All other provisions of the Section remain in full force and effect.

Replace Section 2.4.A.1 with the following:

2.4 MIX DESIGN

A. Preparation:

1. Mis Designator shall be PG 64-34, DM-1/2", 50 blow; Road Class shall be Class I unless otherwise elsewhere.

END SECTION

ATTACHMENT D

DRAWINGS

EXHIBIT 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: (____) _____.

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

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: _____

EXHIBIT B

CERTIFICATE OF NON-COLLUSION

STATE OF UTAH) Invitation to Bid
)SS for
COUNTY OF UTAH) Jordan River Parkway Trail Slope Remediation

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 _____ 2024A.D.

My Commission Expires _____

Residing at _____

Seal

By: _____

Notary Public

EXHIBIT C

SAMPLE AGREEMENT WITH STANDARD TERMS & CONDITIONS



AGREEMENT

THIS AGREEMENT is made and entered into by and between Utah County, a political and corporate body of the State of Utah, located at 100 East Center Street, Provo, Utah 84606, and the following CONTRACTOR:

Name: _____ Contact Person: _____

Address: _____ Phone #: _____

City: _____ State: _____ Zipcode: _____ Email: _____

Legal Status of Contractor: [] Sole Proprietor [] Non-Profit Corporation Limited Liability Company (LLC)
[] Partnership [] For-Profit Corporation
[] Government Department: _____

1. PURPOSE OF CONTRACT

This agreement is to obtain the following products, services, or products and services (be specific):

2. CONTRACT COSTS

Contractor will be:

- [] paid a maximum of \$_____ for costs authorized by this agreement;
[] compensated in accordance with ATTACHMENT B: CONTRACTOR's Proposal.

3. CONTRACT PERIOD

The term of this agreement shall commence on: [] _____, or [] the date of execution of this agreement. This agreement shall terminate on _____ unless terminated early or performance has been completed.

4. ATTACHMENTS

The following indicated attachments are fully incorporated into this agreement:

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

Except as explicitly modified by ATTACHMENT C: Special Provisions, any ambiguities or conflicting terms will be resolved by granting deference to the terms of ATTACHMENT A: Utah County's Standard Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this agreement on ____ of _____ 20__.

ATTEST:
AARON R. DAVIDSON
Utah County Clerk

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

By: _____
Deputy Clerk

By: _____
BRANDON B. GORDON, Chair

APPROVED AS TO FORM AND LEGALITY:
JEFFREY S. GRAY
Utah County Attorney

CONTRACTOR

By: _____
Deputy Utah County Attorney

By: _____
Its: _____

ATTACHMENT A:
UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

1. DEFINITIONS. The following terms shall have the meanings set forth below:

(A) The “Agreement” consists of the following documents:

- (i) The Utah County Agreement cover page, which contains the signatures of Utah County and Contractor;
- (ii) This Attachment A: Utah County Standard Terms and Conditions for Products and Services; and
- (iii) Any other express written attachments that are incorporated by reference on the Utah County Agreement cover page.

(B) “Contractor” means the individual or entity delivering the Products and Services identified in the Agreement. The term “Contractor” shall include the individual’s or entities’ agents, officers, employees, and partners.

(C) The “County” means Utah County, a political subdivision of the State of Utah, as directed and managed by a majority vote of the Board of County Commissioners of Utah County.

(D) “Products” means any products to be delivered to the County by Contractor as described in the Utah County Agreement cover page, including any products described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(E) “Services” means any services to be performed for the County by Contractor as described in the Utah County Agreement cover page, including any services described in any attachments that are incorporated by reference on the Utah County Agreement cover page.

(F) “Subcontractors” mean subcontractors or subconsultants that are under the direct or indirect control or responsibility of Contractor, and includes all independent contractors, agents, employees, or authorized resellers.

2. EXTRA WORK.

(A) Extra work shall be undertaken only when previously authorized in writing by the County and is defined as additional work which is neither shown nor defined in the Agreement or the attached Contractor’s proposal (if any) but determined by the County to be necessary to the project. Extra work is also defined as that additional effort necessary by reason of changed conditions which are radical and unforeseeable.

(B) Miscellaneous items normally associated with the major work items included in the Agreement, but which may not be specifically identified, shall be furnished by Contractor as if they had been included in the Agreement, without additional cost to the County. After written prior authorization of the Board of County Commissioners of Utah County, payment for authorized extra work will be made in the previously authorized amount only.

3. PAYMENT. Payments from the County are normally made within thirty (30) days following the date an order is delivered, service is performed, or the date a correct invoice is received, whichever is later. All payments for the Agreement will be remitted electronically, by mail, or as otherwise determined by the County. Contractor shall accept payment by check or by Purchasing Card without any additional fees.

4. OWNERSHIP IN INTELLECTUAL PROPERTY. The County and Contractor each recognize that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. The County will have all rights, title, and

ownership of all websites and social media accounts, including any passwords, usernames, or other pertinent login information or hosting credentials; advertising materials, including any content or work product; images; newsletters; and intellectual property, including derivative works, created, or arising out of the performance of the Agreement, unless otherwise indicated in the Agreement. Contractor will give the County a list of all current passwords, usernames, and any other relevant information or credentials necessary for access and control of any property under the Agreement upon completion of the Agreement or upon the County's request.

5. INSURANCE.

(A) Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than three million dollars (\$3,000,000) per occurrence, or in a lesser amount if explicitly authorized and identified on the Utah County Agreement cover page. This coverage shall provide liability insurance to cover the activities of Contractor and its subcontractors, all equipment and vehicles, public or private, used in the performance of the Agreement, and to add the County as an additional insured for any Services in the contract. Prior to commencement of work, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has this insurance in place and that the County is an additional insured. An umbrella policy may be used to supplement the Commercial General Liability insurance coverage if needed to reach the coverage requirement.

(B) Prior to commencement of Services, Contractor shall furnish a Certificate of Insurance to the County evidencing that Contractor has Workers Compensation Insurance for the Contractor and Subcontractors.

6. Data Privacy. If Contractor, as part of this agreement or transaction, will receive or work with County information, or if they will be gathering data on behalf of the County, Contractor will be required to comply with the following provisions as applicable.

(A) Cyber Insurance. Contractor agrees to purchase and maintain throughout the term of this Agreement a technology and professional liability insurance policy, including coverage for network security and data protection liability insurance (also called "cyber liability") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology or professional services or in connection with the specific services described in violation or infringement of any right of privacy, including breach of security and breach of security or privacy laws, rules or regulations globally, now or hereinafter constituted or amended; data theft, damage, unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential government, corporate, or public information in whatever form; transmission of a computer virus or other type of malicious code; participation in a denial of service attack on third party computer systems; loss or denial of service; with no cyber terrorism exclusion; with a minimum limit of three million dollars (\$3,000,000) for each and every claim and in the aggregate. Such coverage must include technology and professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management and public relations services). Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of the Contractor or an independent contractor working on behalf of the Contractor in performing services under this Agreement. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for any data breach indemnity in this Agreement, for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations and crisis management, and other data breach mitigation services resulting from a confidentiality or security breach by or on behalf of the Contractor. Contractor shall furnish evidence of coverage at the time of any bid or proposal, and upon request at any time during the term of the Agreement.

(B) Protecting Personal Identifying Information. Utah Code 63A-19-101 *et seq.* requires governmental agencies follow specific standards to protect personal data privacy. Consistent with Utah Code 63A-19-401(4)(a) Contractor acknowledges that Contractor is also required to comply with the relevant requirements of this chapter with regard to the personal data processed or accessed by Contractor as part of Contractor's duties under the Agreement to the same extent as required of the governmental entity.

7. **GOVERNING LAW AND VENUE.** The Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah and Utah County. Any action or proceeding arising from the Agreement shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Provo, in the Fourth Judicial District Court for Utah County.
8. **COMPLIANCE WITH LAWS AND REGULATIONS.** At all times during the Agreement, Contractor and all Products and Services performed under the Agreement shall comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. Any violation by Contractor of applicable law shall constitute an event of default under the Agreement and Contractor shall indemnify the County from and against any and all liability arising out of or connected with the violation, to include all attorney fees and costs incurred by the County as a result of the violation. Contractor is responsible, at its expense, to acquire, maintain, and renew all necessary permits and licenses required for its lawful performance of its duties and obligations under the Agreement during the term of the Agreement. To the extent that Contractor uses, stores, transfers, or manipulates any data in the performance of its obligations, Contractor will further comply with all applicable privacy and data laws and regulations, including but not limited to General Data Protection Regulation 2016/679 of the European Union ("GDPR") and similar provisions from any jurisdiction in the United States and any locations where data is or may be stored.
9. **EMPLOYMENT STATUS VERIFICATION.** Contractor shall register and participate in the Status Verification System and comply with Utah Code section 63G-12-302 of the Identity Documents and Verification Act. Contractor shall require an affidavit verifying compliance with Utah Code section 63-G-12-302 from each of its contractors and subcontractors.
10. **INDEPENDENT CONTRACTOR.** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the County, and therefore is not entitled to any of the benefits associated with such employment. As an independent contractor, Contractor shall have no express or implied authority to bind the County to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the County. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.
11. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to the Agreement. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the Agreement. As between the parties to the Agreement, Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of the Agreement. The County reserves the right to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the Agreement.
12. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY.** Contractor shall indemnify and hold the County harmless from and against any and all damages, expenses (including reasonable attorney's fees), claims, judgments, liabilities, and costs in any action or claim brought against the County for infringement of a third party's copyright, trademark, trade secret, or other proprietary right arising from this Agreement.

13. **GOVERNMENTAL IMMUNITY.** The County is a corporate and political subdivision of the State of Utah, subject to the Governmental Immunity Act of Utah (the “Act”). The County does not waive any procedural or substantive defense or benefit provided or to be provided by the Act or any comparable legislative enactment. The parties agree that the County shall only be liable within the parameters of the Act. Nothing contained in the Agreement shall be construed in any way to modify the limits set forth in that Act or the basis for liability as established in the Act.
14. **NON-FUNDING CLAUSE.** The County intends to request the appropriation of funds to be paid for the services provided by Contractor under the Agreement. The Agreement shall create no obligation on the County as to succeeding annual budget cycles and if funds are not available beyond December 31 of any effective annual budget cycle of the Agreement, or if the budget is amended and such funds are no longer available, the County’s obligation for performance of the Agreement shall be null and void. This termination shall not be construed as a breach of the Agreement or any event of default under the Agreement and the termination shall be without penalty, and no right of action for damages or other relief shall accrue to the benefit of Contractor, its successors, or its assigns, as to the Agreement. If funds are not appropriated for a succeeding annual budget cycle to fund performance by the County under the Agreement, or if the budget is amended to make such funds no longer available, the County shall attempt to notify Contractor of non-funding and the termination of the Agreement.
15. **SALES TAX EXEMPTION.** The County’s sales and use tax exemption number is 11748944 002 STC. The tangible personal property or services being purchased are to be paid from the County’s funds and used in the exercise of that entity’s essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the Agreement. As such, Contractor shall not charge the County any sales tax for the product(s) purchased under the Agreement.
16. **CONFIDENTIALITY.** Materials, information, data, reports, plans, analyses, budgets, and similar documentation provided to or prepared by Contractor in performance of the Agreement shall be owned by the County and shall be held confidential by Contractor. In addition, all information provided to Contractor by the County for the purposes of Contractor’s performance of the Products or Services, whether provided in writing or any other form, shall be held in confidence by Contractor and Contractor shall not release any of the information to any third party, any member of Contractor’s firm who is not involved in the performance of Products or Services, or to any representative of the news media without prior written consent of the County. The County shall have the sole obligation or privilege of releasing such information as required by law. Any employee or member of Contractor’s firm, subcontractor, or agent with whom Contractor shares any information as described in this section will be under the same obligations of confidentiality, and Contractor is required to secure and provide to County written commitments to that effect from each such recipient of information.
17. **TERMINATION.** Unless otherwise stated in Attachment C: Special Provisions, the Agreement may be terminated with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. If the violation is reasonably subject to cure, the party in violation will be given 10 working days after notification to correct and cease the violation, after which the Agreement may be terminated for cause. Time allowed for cure will not diminish or eliminate Contractor’s liability for damages. The Agreement may be terminated without cause, in advance of the specified expiration date, by the County upon 30 days prior written notice being given to Contractor. On termination of the Agreement, all accounts and payments will be processed according to the financial arrangements in the Agreement for approved services rendered prior to the date of termination, subject to any offsetting claims by the County.
18. **FORCE MAJEURE.** The County will not be held liable for delay or default caused by fire, riot, acts of God, State or Utah County declared state of emergency, or war. The County may terminate the Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.
19. **SEVERABILITY OF AGREEMENT.** The invalidity of any portion of the Agreement shall not prevent

the remainder from being carried into effect.

20. **LEGAL SUPPORT.** Contractor shall be responsible to provide all legal support for the project including but not limited to the preparation of contracts with subcontractors.
21. **NO PRESUMPTION.** Should any provision of the Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms in the Agreement shall be more strictly construed against the party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.
22. **WARRANTY.** To the maximum extent permitted under Utah State law, Contractor warrants to the County that all services and materials furnished under the Agreement will be of the highest quality, consistent with the degree of skill and care ordinarily exercised by similarly situated members of Contractor's profession, and in conformance with the terms hereof.

Contractor warrants and assumes responsibility for all products (including hardware, firmware, and software products) that it licenses, contracts, or sells to the County under the Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in the Agreement or Contractor's proposal, attached hereto (if any). Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Agreement. Product liability disclaimers and warranty disclaimers from the seller are not applicable to the Agreement unless otherwise specified and mutually agreed upon elsewhere in the Agreement. In general, Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the County has relied upon Contractor's skill or judgment to consider when it advised the County about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of defects or unusual problems about which the County has not been warned in writing prior to entering into the Agreement. Remedies available to the County include, without limitation, the following: Contractor will repair or replace (at no charge to the County) the product whose nonconformance is discovered and made known to Contractor in writing. If the repaired or replaced product proves to be inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the County may otherwise have under the Agreement.

23. **TIME IS OF THE ESSENCE.** The County and Contractor recognize that time is of the essence here and the County will suffer financial loss if any Products or Services are not delivered and performed within the time specified in the Agreement, plus any extensions approved in writing by the County. Contractor shall be liable for all reasonable damages to the County and to anyone whom the County may be liable to as a result of Contractor's failure to timely deliver and perform the Products and Services.
24. **DELIVERY.** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the County except as to latent defects, fraud, and Contractor's warranty obligations, if applicable.
25. **CONDITION AND TITLE.** The products delivered by Contractor to the County shall be new and free of all faults and defects. Upon payment of the purchase price by the County to Contractor, Contractor shall provide the County with clear title, free and clear of all liens and encumbrances, if applicable.
26. **INTERPRETATION OF AGREEMENT.** Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include all genders. The paragraph and section headings in this Agreement are for convenience only and do

not constitute a part of the provisions hereof.

27. **NOTICES.** All notices, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, postage paid, to the parties at their respective places of business, or at such other addresses as may be designated by notice given hereunder, including by email to the contact person for Contractor at the email address identified on the Utah County Agreement cover page.
28. **COUNTERPARTS AND FACSIMILE SIGNATURES.** The Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, binding between the executing parties, and all of which together constitute one and the same instrument. Original, facsimile, emailed, texted, electronic, or power of attorney signatures shall be binding upon the executing party.
29. **AMENDMENTS.** No oral modifications or amendments to the Agreement shall be effective. The Agreement may be modified or amended by a written agreement signed by the parties.
30. **ASSIGNMENT.** The parties to the Agreement shall not assign the Agreement without the prior written consent of the other party to the Agreement. No assignment shall relieve the original parties from any liability arising out of or related to the Agreement.
31. **SUCCESSORS IN INTEREST.** The Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties.
32. **WAIVER.** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. Any waiver must be in writing and signed by the party making the waiver.
33. **SURVIVAL.** The provisions of this Agreement which by their terms call for performance subsequent to termination of the Agreement shall so survive such expiration or termination, such as but not limited to: **Section 4. Ownership of Intellectual Property, Section 11. Indemnification, Section 12. Indemnification Relating to Intellectual Property, and Section 16. Confidentiality.**
34. **ENTIRE AGREEMENT.** The Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in the Agreement.

Revised June 11, 2024