

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

INVITATION TO BID

for

NEBO LOOP SLUMP REPAIR

ITB # 2017-21

CLOSING DATE
FOR RECEIPT OF BIDS: Thursday, September 28, 2017

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

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

MANDATORY PRE-BID
CONFERENCE: Thursday, September 21, 2017
10:00 a.m. (Mountain Time)
Project Site

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SAMPLE AGREEMENT Exhibit C

1. INVITATION TO BID

1.1 INTENT

Through this Invitation to Bid (ITB), Utah County intends to select a qualified Contractor to provide for the completion in every detail of the road construction work described herein to repair a slump area on the Nebo Loop Road in Utah County, Utah. The design and specifications for the project have been prepared by the U.S. Forest Service. Procurement and contracting for the project are being conducted by Utah County.

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

If a Contractor is selected pursuant to this ITB, an agreement will be executed with Utah County, a sample copy of which is attached as Exhibit C.

1.2 PROCEDURE

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

1.3 MANDATORY PRE-BID CONFERENCE

- A. Bidders **MUST** attend the **MANDATORY** Pre-Bid Conference to be conducted at 10:00am, Thursday, September 21, 2017 at the project site (see Specifications S.2 for project location details). The conference will last approximately one hour.
- B. Bids will not be accepted from bidders who were not represented at the Pre-Bid Conference. It is each Bidder's responsibility to sign the official attendance sheet.

1.4 BID ORGANIZATION

- A. The bid must include:
 - 1. Completed Contractor's Cost Proposal (Attachment B)
 - 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.
 - 8. Bid Bond, as specified in Section 1.8
 - 9. Proof of Experience, as specified in Section 1.15

1.5 BID SUBMISSION

- A. Each respondent must submit TWO (2) copies of its SEALED bid to the Utah County Purchasing Agent. The envelope containing the bid must be clearly labeled "SEALED BID – NEBO LOOP SLUMP REPAIR, ITB # 2017-21". The bid must be delivered to

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

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

1.6 QUESTIONS AND CLARIFICATIONS

All questions regarding this ITB must be submitted through the SciQuest web site. The deadline for submission of questions is specified on the SciQuest web site.

1.7 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.

1.8 BID BOND

Each bidder shall include with their bid submission a Bid Bond in an amount equal to at least 5% of the amount of the bid. Each Bid Bond shall be Payable to Utah County, A Body Corporate and Politic, and shall be executed by a surety company authorized to do business in the State of Utah, or, in the form of cash or other certified funds.

1.9 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.

1.10 DISQUALIFICATION OF BID

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

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

1.11 EVALUATION CRITERIA

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

1.12 GENERAL

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

1.13 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.

1.14 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.

1.15 REQUIRED EXPERIENCE

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

1.16 RULES OF PROCUREMENT

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

SPECIFICATIONS NEBO LOOP SLUMP REPAIR

S.1 FP-03 STANDARD SPECIFICATIONS

All work performed by the Contractor shall meet or exceed all applicable specifications listed in the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, herein after referred to as the "Standard Specifications." All work performed by the Contractor shall also comply in every respect with the "Nebo Loop Road Slump Repair Drawings" (the drawings), which are attached hereto and incorporated herein by this reference.

S.2 LOCATION AND COMPLETION DATE

- A. The project site is located approximately 7 miles south-southeast of Payson City, Utah within the Uinta National Forest along the Nebo Loop corridor (FS 70015). More specially it is located 8 miles south-southeast along Nebo Loop Road (FS 70015) from the intersection of Payson Canyon Road and Nebo Loop Road which becomes FS70015.
- B. All work shall be completed and accepted by Utah County on or before December 1, 2017

S.3 QUANTITIES AND PRICING

- A. See attached Contractor's Cost Proposal for estimated quantities.
- B. Bidders shall have SOLE responsibility for examining the project locations, determining all necessary measurements, estimating the quantities of materials needed, and determining all other site conditions that will affect the work.
- C. Bid Prices shall include all applicable costs and shall be based on the quantities and units shown in Contractor's Cost Proposal (Attachment B).
- D. The quantities specified herein are only estimates used for bid evaluation purposes. Actual payment will be based upon inspection records kept by the County, and the actual work completed, approved, and accepted by the County.
- E. Unit prices shall include all costs of labor, materials, equipment, tools, transportation and supplies required to complete the work and all incidental work in accordance with the terms hereof.

S.4 PUBLIC NOTICING

- A. The Contractor shall follow Laws and Regulations concerning when and to whom notices are to be given. All notices shall be made no less than fourteen (14) days before beginning any work within the road right-of-way or that may impact the public. The Contractor shall also send email notices, including a map and other detailed information, to the Uinta National Forest Spanish Fork Ranger District and to the project manager.
- B. Include a map providing detailed directions signifying the specific area to be closed.
- C. Provide and install signs at both the beginning and ending of the project that include the phone numbers of at least two (2) individuals who represent the Contractor who can be reached by the public at any time during the work as well as the project manager's contact information.
- D. Should work not occur on specified day, issue an updated notice.

S.5 TRAFFIC CONTROL

(Division 150 Project Requirements Section 156 Public Traffic and Division 600 Incidental Construction Section 635 Temporary Traffic Control shall apply along with all other sections noted within this division)

- A. The Contractor shall do no work that endangers, interferes, or conflicts with traffic or access to roadways, parking lots and trails until a satisfactory traffic control plan has been submitted and approved by the County using the federal "Manual on Uniform Traffic Control Devices (MUTCD)" as a guide.
- B. The Contractor shall place signs and barricades closing applicable areas as work progresses. Type and placement of signs shall be identified on the traffic control plan to be approved by

County prior to Contractor's work.

- C. If a roadway, parking lot or trail closure is approved by the County, the Contractor shall provide advance public notification before closure takes place at least 14 days prior to closure. This shall be done using electronic message boards (variable message signs) to be placed at the beginning and end of each reach to be closed and in all directions at intersections, and all access points, as well as an email notification to the Project Manager and the Uinta National Forest Spanish Fork Ranger District.
- D. The Contractor shall implement traffic control measures to safely and properly secure the work area, equipment, and personnel throughout the duration of the project. This requirement also applies to areas of work being performed by subcontractors.
- E. All costs associated with this item shall be included in Contractor's Bid Price as indicated herein and shall NOT be paid as separate item(s) except as specified.

S.6 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.

S.7 MOBILIZATION AND DEMOBILIZATION; STORAGE AND CLEANUP

(Division 150 Project Requirements Section 151 Mobilization shall apply along with all other sections noted within this division)

- A. Unit Prices shall cover cost of mobilization, demobilization, installation of temporary facilities, and bringing all necessary construction equipment to site.
- B. 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 costs associated with these items shall be included in Contractor's Bid Price as indicated herein and shall NOT be paid as separate item(s) except as specified.

S.8 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.

S.9 EARTHWORK

(Division 200 Earthwork and all its sections shall apply within this division)

- A. Provide a temporary erosion control plan and implementation according to Division 150 Project Requirements Section 157 Soil Erosion Control.
- B. Perform work within designated limits. Do not damage vegetation designated to remain.
- C. Contractor shall be responsible to remove from the forest and dispose of appropriately all excavated asphalt materials or materials that are deemed contaminated or unusable.
- D. All costs associated with this item shall be included in Contractor's Bid Price as indicated herein and shall NOT be paid as separate item(s) except as specified.

S.10 MATERIALS

- A. Division 200 Earthwork Section 207 Earthwork Geotextiles.
- B. Division 250 Slope Reinforcement and Retaining Walls Section 261 Reinforced Soil Slopes.

- C. Division 300 Aggregate Courses Section 301 Untreated Aggregate Courses.
- D. Division 400 Asphalt Pavements and Surface Treatments Section 403 Hot Asphalt Concrete Pavement.
- E. Division 600 Incidental Construction Section 605 Underdrains, Sheet Drains, and Pavement Edge Drains.
- F. Division 600 Incidental Construction Section 602 Culverts and Drains.
- G. All costs associated with these items shall be included in Contractor's Bid Price as indicated herein and shall NOT be paid as separate item(s) except as specified.

S.11 RESTORATION AND RECLAMATION

(Division 600 Incidental Construction Section 625 Turf Establishment shall apply along with all other sections noted within this division)

- A. Contractor is responsible to restore disturbed areas by applying reclamation seed mix as defined by the Uinta National Forest Spanish Fork Ranger District as attached specification within 14 days after completion and acceptance of work.
- B. All costs associated to prepare side slopes and soils and to supply and place reclamation seed mix in order to complete this item shall be included in Contractor's Bid Price as indicated herein and shall NOT be paid as separate item(s) except as specified.

S.12 BONDS

- A. 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 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.

S.13 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% |

1. 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.
 2. 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.
 3. 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.
- E. 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.

Reclamation Seed Mix (Both mixes)

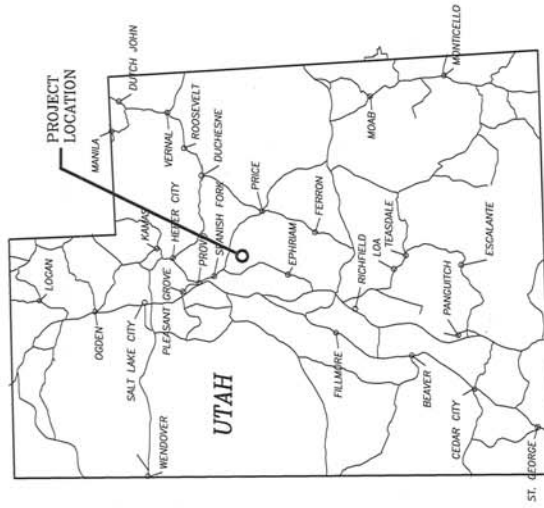
| 9_lbs/acre | | |
|--------------|-----------------------|----------|
| % By Volume | Seed Name | 9_lbs/ac |
| 1.5% | White Yarrow | 0.14 |
| 1.5% | Lewis Blue Flax | 0.14 |
| 2.0% | Mountain Lupine | 0.18 |
| 5.0% | Basin Wildrye | 0.45 |
| 15.0% | Thickspike Wheatgrass | 1.35 |
| 25.0% | Slender Wheatgrass | 2.25 |
| 50.0% | Mountain Bromegrass | 4.5 |
| Total | | 9.01 |

| 15_lbs/acre | | |
|--------------|-----------------|-----------|
| % By Volume | Seed Name | 15_lbs/ac |
| 46.0% | White Yarrow | 7.0 |
| 46.0% | Lewis Blue Flax | 7.0 |
| 8.0% | Mountain Lupine | 1.0 |
| Total | | 15.0 |

NEBO LOOP ROAD SLUMP REPAIR

UINTA-WASATCH-CACHE

SPANISH FORK RANGER DISTRICT, UT



LIST OF DRAWINGS

| SHEET | DWG. | SHEET TITLE |
|-------|------|--|
| 1 | G1 | COVER SHEET |
| 2 | G2 | VICINITY MAP AND PROJECT DESCRIPTION |
| 3 | R1 | EXISTING ROADWAY CONDITIONS |
| 4 | R2 | ROAD PLAN AND PROFILE |
| 5 | R3 | DRAINAGE SYSTEM LAYOUT AND ROCK LINED DITCH DETAIL |
| 6 | R4 | CMP CULVERT INSTALLATION DETAILS |
| 7 | D1 | TYPICAL DEEP PATCH DETAIL |

RECOMMENDED
[Signature]
 DISTRICT RANGERS
 DATE 6/16/2017
 FOREST ENGINEER
 DATE 6/14/2017

APPROVED
[Signature]
 FOREST SUPERVISOR
 DATE 6/16/17
[Signature]
 DIRECTOR, REGION 4 ENGINEERING
 DATE 6/20/17



| | |
|-----------------------|-----------------|
| DESIGN | BY: R. ANDERSON |
| CHECK: D. JEPSEN | |
| BR: R. ANDERSON | |
| DRAWING | |
| CHECK: D. JEPSEN | |
| BY: R. ANDERSON | |
| APPROVED: | |
| DIRECTOR, ENGINEERING | |
| DATE: | |

| |
|---|
| VICINITY MAP AND PROJECT DESCRIPTION |
| NEBO LOOP ROAD SLUMP REPAIR |

| | |
|-------------|-----------|
| PROJECT NO. | |
| DRAWING | G2 |
| SHEET | 2 |
| | 9 |
| | 7 |

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF RECONSTRUCTING NEBO LOOP ROAD (FS 70015). WORK INCLUDED: REMOVING SLUMPED SOILS, ASPHALT, INSTALLATION OF UNDERDRAINS, PLACEMENT OF AGGREGATE MATERIAL AND GEOGRID, ASPHALT PAVING AND SCARIFYING AND SEEDING EXISTING DISTURBED AREAS.

PROJECT LOCATION

THE PROJECT IS LOCATED APPROXIMATELY 7 MILES SOUTH-SOUTHEAST OF PAYSON, UT, ALONG FS 70015.

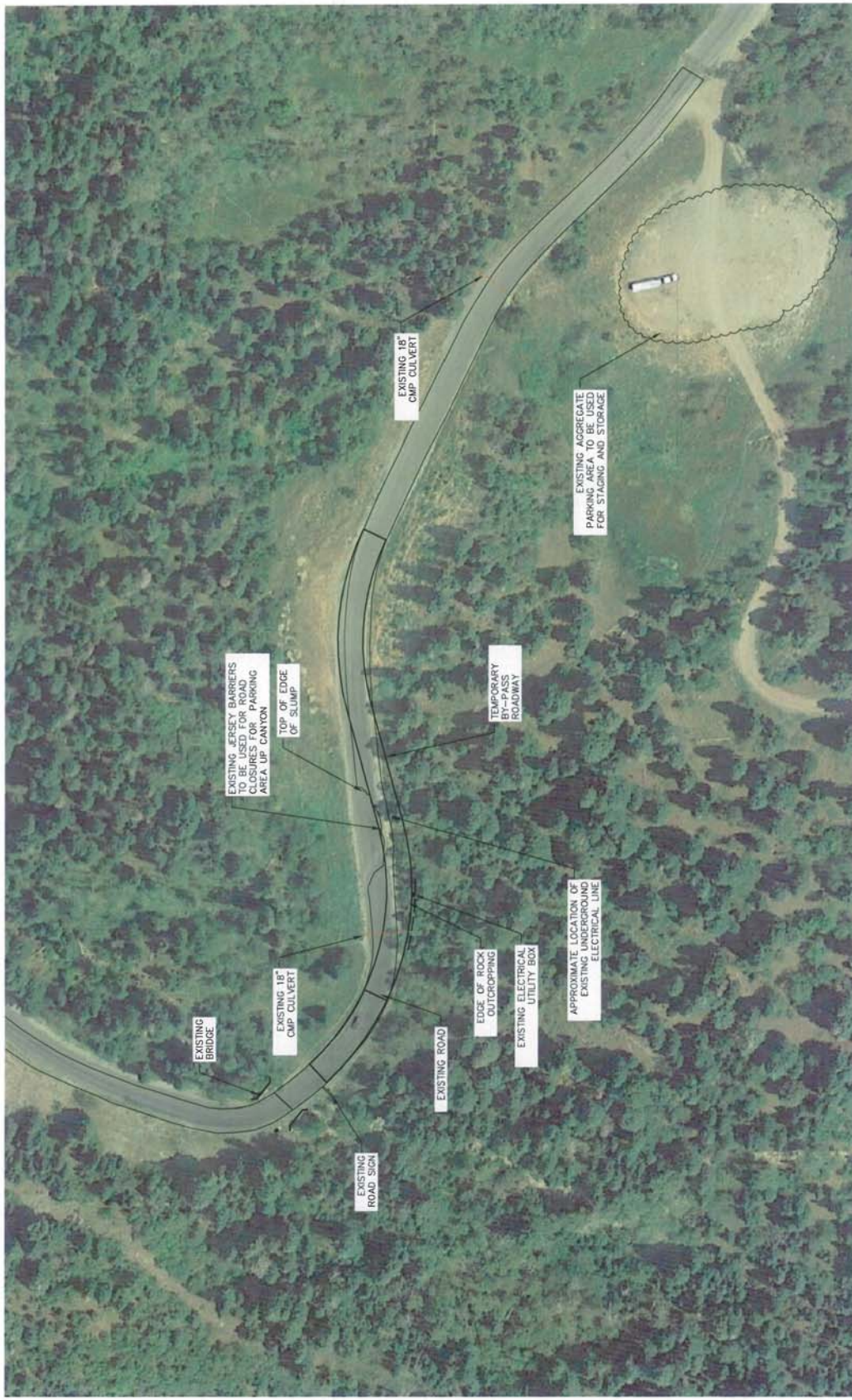
VICINITY MAP





| | |
|-----------|-------------------|
| DESIGN | BY: R. ANDERSON |
| DRAWING | CHECK: D. JEPFSEN |
| APPROVED: | DATE: _____ |

**NEBO LOOP ROAD
 SLUMP REPAIR**
 EXISTING ROADWAY CONDITIONS

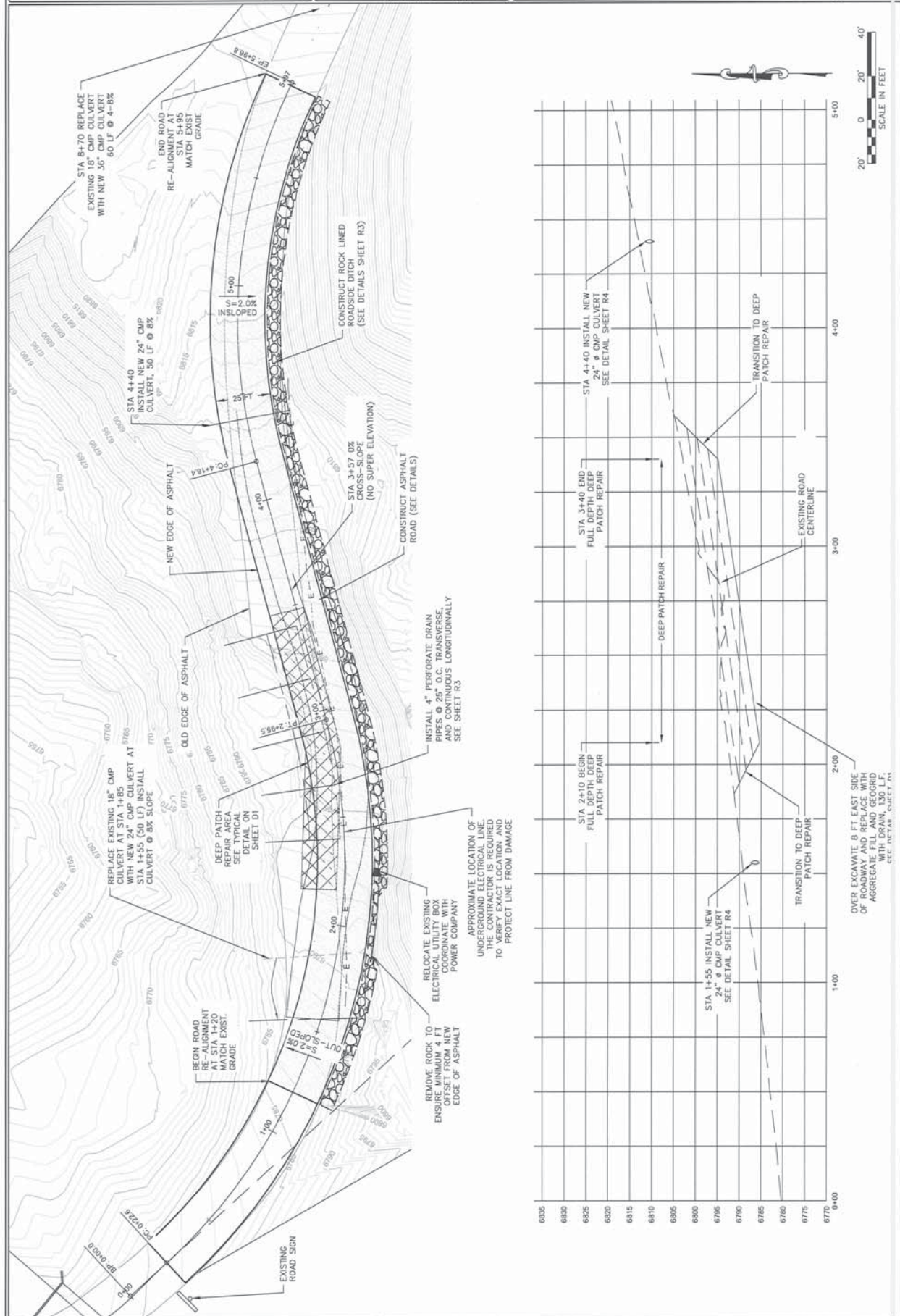




| | |
|----------|-----------------|
| DESIGN | BT. R. ANDERSON |
| CHECK | G. DEFFENBACH |
| APPROVED | DATE |

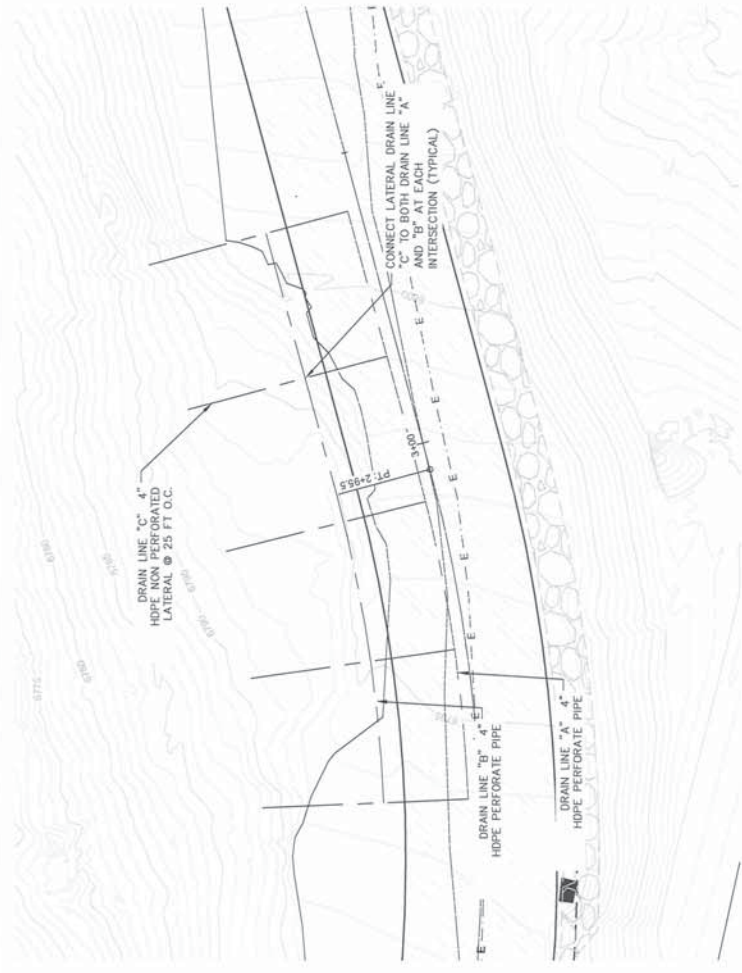
NEBO LOOP ROAD
 SLUMP REPAIR
 ROAD PLAN AND PROFILE

| | |
|-------------|--------|
| DRAWING NO. | R2 |
| SHEET NO. | 4 of 7 |

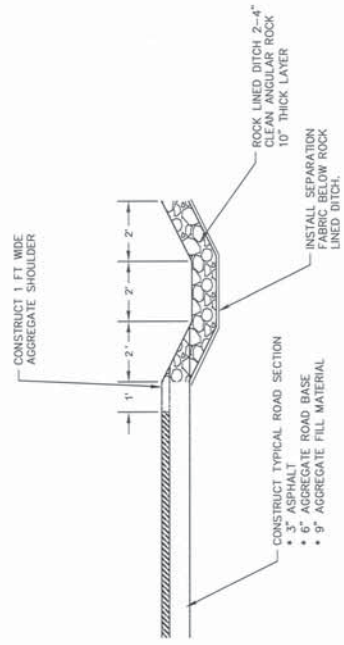




| | |
|----------|-----------------|
| DESIGN | BT. B. ANDERSON |
| CHECK | GD. JEFFERSON |
| DRAWING | BT. B. ANDERSON |
| CHECK | GD. JEFFERSON |
| APPROVED | DATE |



ROAD SIDE ROCK LINED DITCH DETAIL



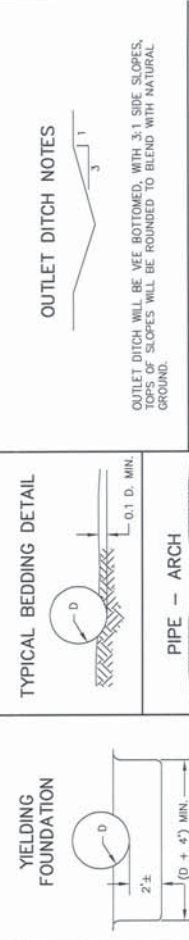
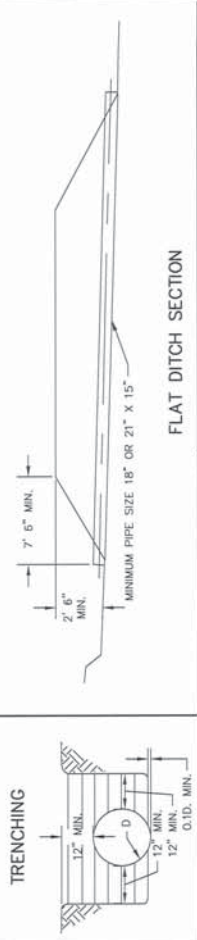
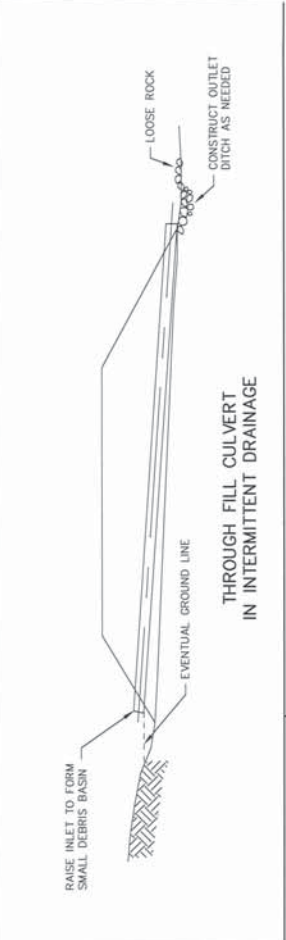
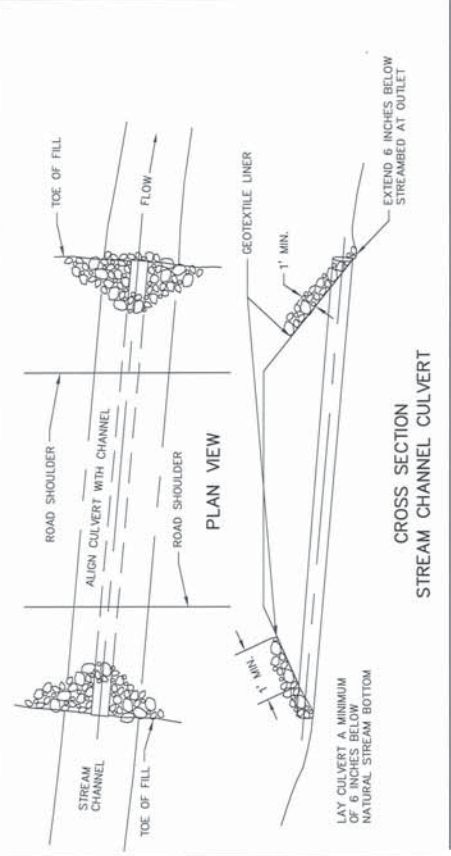
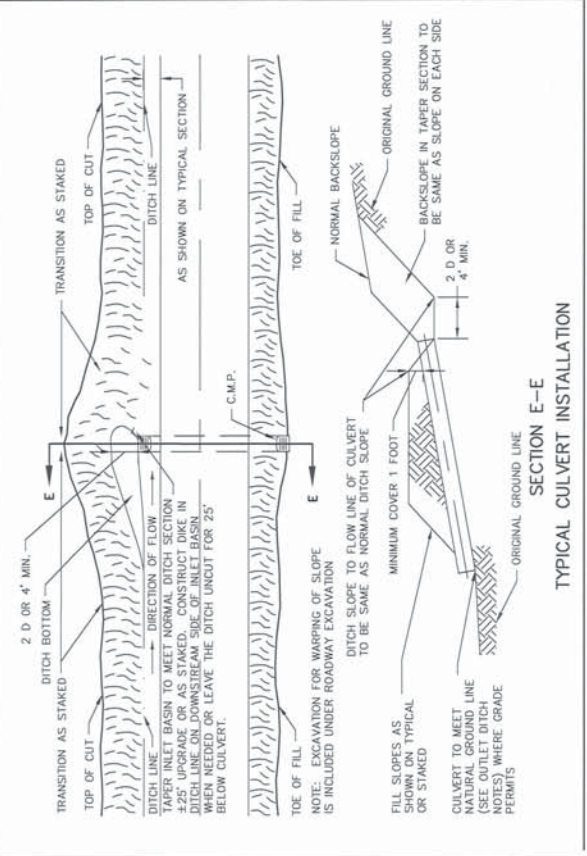
DRAINAGE SYSTEM LAYOUT

- NOTES:
1. ALL DRAIN PIPE TO BE MINIMUM 4"ø
 2. HDPE CORRUGATED.
 3. DRAIN LINES A & B TO BE SOCKED WITH 10' MINIMUM COVER.
 4. DRAIN LINE C TO BE NON PERFORATED.

GENERAL DRAIN PIPE NOTES:
 TO PREVENT IMPACT DAMAGE, WHEN THE BACKFILL SOIL IS COMPACTED, THERE SHOULD BE AT LEAST 12" MIN. COVER OVER THE PIPE BEFORE USING MANUAL OR MECHANICAL SOIL COMPACTION EQUIPMENT, AND AT LEAST 3 FT. OF COVER BEFORE USING ROPE-ON EQUIPMENT.
 -BEDDING IS REQUIRED TO ESTABLISH LINE AND GRADE AND TO PROVIDE FIRM, BUT NOT HARD, PIPE SUPPORT. COMPACTED GRANULAR MATERIAL OVER A FLAT TRENCH FOUNDATION SHALL BE USED. THE BEDDING SHOULD BE PLACED AND COMPACTED ON THE SUPPORT OF APPROXIMATELY 4 IN. OF BEDDING SHOULD BE PLACED AND COMPACTED ON THE FOUNDATION TO EQUALIZE LOAD DISTRIBUTIONS ALONG THE INVERT OF THE PIPE. THE PIPE CAN BE PLACED ON THE BEDDING, THEN BROFFELLED UNDER THE HAUNCHES. THE BEDDING SHALL BE COMPACTED TO A MINIMUM 90% OF MAXIMUM DENSITY.



| | |
|----------|-----------------|
| DESIGN | BT. R. ANDERSON |
| CHECK | W. ANDERSON |
| APPROVED | DATE |



TYPICAL BEDDING DETAIL

PIPE - ARCH

| | | |
|---------|--------|-------|
| SPAN | 5'-0" | 7'-0" |
| UP TO | 2'-0" | 1'-7" |
| DOWN TO | 1'-08" | 1'-3" |
| DOWN TO | 1'-08" | 3'-6" |

ROUND PIPES

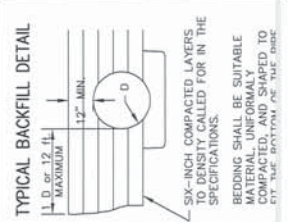
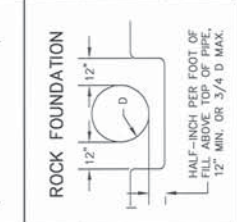
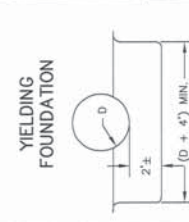
| | |
|-------------|------------|
| DIAMETER TO | 12" MIN. |
| UP TO | 24" |
| DOWN TO | 72" |
| DOWN TO | 108" |
| DOWN TO | 12" MIN. |
| DOWN TO | 1'-2" MIN. |
| DOWN TO | 3'-6" MIN. |

GENERAL NOTES

CAMBER: PIPES SHALL BE CAMBERED AS NECESSARY TO COMPENSATE FOR ANY ANTICIPATED SETTLEMENT IN THE FOUNDATION OR BED. NORMALLY, CAMBER IS 1% OF THE PIPE LENGTH BUT NOT TO EXCEED 3/4" DIAMETER OF THE PIPE. CAMBER SHALL BE APPLIED TO THE ENTIRE LENGTH OF THE PIPE ALONG THE INVERT BEING HIGHER THAN THE INVERT AT THE INLET.

FILL: A MINIMUM OF 10" OF COVER WILL BE REQUIRED OVER ALL PIPES. THE COVER SHALL BE COMPACTED TO THE SAME USED IN ANY INSTALLATION. PREFERRED FLOW GRADE OF 8% WILL BE USED WHERE POSSIBLE.

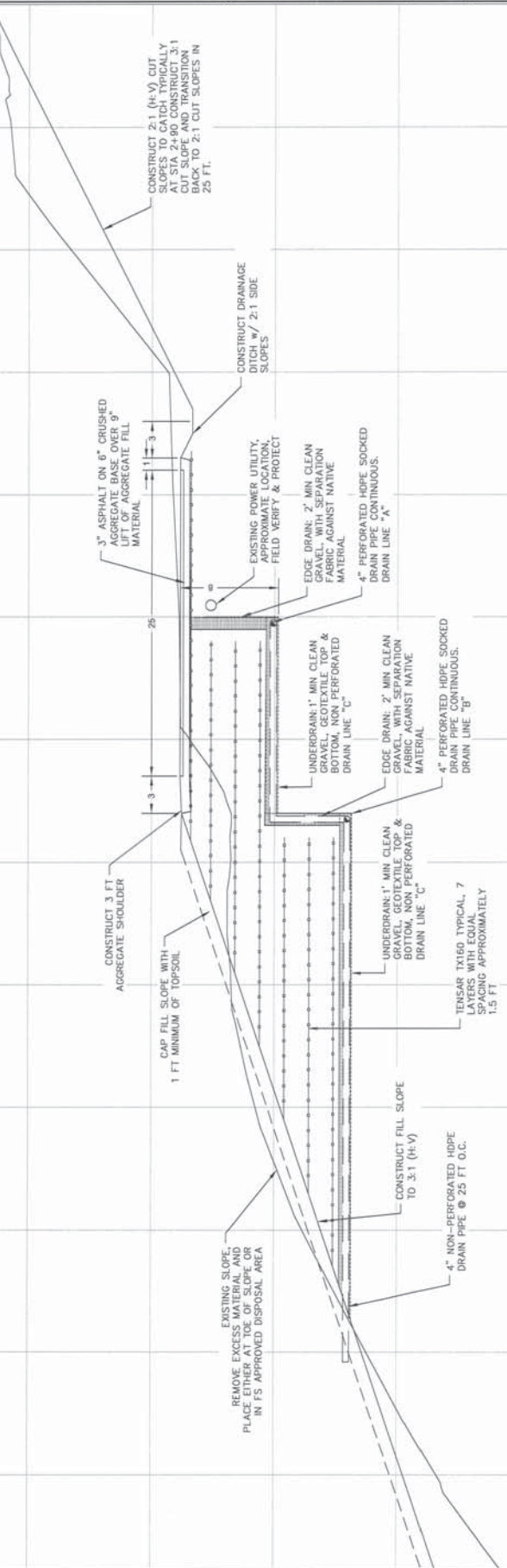
TREATMENT OF DAMAGED SPLICER: THE DAMAGED OR CORRODED SPLICER SHALL BE REMOVED TO BE REPLACED WITH A NEW SPLICER. IF THE DAMAGED END IS FLAME CUT, THE BURNED CLEAN METAL, AND THE AREA SHALL BE WIRE BRUSHED TO REMOVE ALL OXIDATION. THE AREA SHALL BE PAINTED WITH TWO COATS OF PAINT, HIGH IN ZINC CONTENT, FOR REPAIR OF THE GALVANIZED SURFACES.





| | |
|----------|-----------------|
| DESIGN | BT, R. ANDERSON |
| CHECK | D. JEFFERSON |
| APPROVED | |
| DATE | |

- NOTES:
1. ALL DRAIN PIPE TO BE MINIMUM 4"Ø HDPE CORRUGATED.
 2. DRAIN LINES A & B TO BE SOCKED INTO EXISTING SLOPE.
 3. DRAIN LINE C TO BE NON-PERFORATED.
 4. RETAIN EXCAVATED TOPSOIL TO BE PLACED AS 1 FT CAP ON EXPOSED SLOPES UPON COMPLETION OF THE PROJECT.



TYPICAL DEEP PATCH DETAIL

ATTACHMENT B

CONTRACTOR'S COST PROPOSAL

Company Name: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____

B.1. BID PRICE:

Each Bidder shall complete the line item cost summary below. The specified "Task Order Total Cost" shall become the bidder's "Total Bid Price" for completion of this project.

| NEBO LOOP ROAD SLUMP REPAIR | | | | | | |
|--|---------------|---|------------|--------------------------|-------------------------------|--------------------|
| Task Order Contract No: _____ | | | | SCHEDULE OF ITEMS | | |
| Task Order Number: _____ | | | | | | |
| Ranger District: <u>Spanish Fork Ranger District</u> | | | | | | |
| County: <u>UTAH County</u> | | | | | | |
| Site Superintendent: _____ | | | | | | |
| PRE-PRICED SCHEDULE OF ITEMS | | | | | Unit Costs | Total Costs |
| Line # | Item # | Description | Qty | Units | Price | Cost |
| 1 | 151.01 | MOBILIZATION | 1 | CQ-LS | | |
| 2-SS | 157.01 | TEMPORARY EROSION CONTROL PLAN AND IMPLEMENTATION 9" STRAW WATTLES (250 LF) | 1 | CQ-EACH | | |
| 3-SS | 201.31 | CLEARING AND GRUBBING- LIGHT DISPOSE BY SCATTERING | 2.00 | CQ-ACRE | | |
| 4-SS | 204.08 | EXCAVATION AND EMBANKMENT - EMBANKMENT CONSTRUCTION INCLUDES (ASPHALT REMOVAL OFF FOREST) | 2600 | CQ-CY | | |
| 5 | 207.01 | EARTHWORK GEOSYNTHETICS: TENSAR TX160 OR EQUIVALENT | 2900 | CQ-SY | | |
| 6 | 261.00 | REINFORCED SOIL SLOPES GRANULAR BACKFILL TABLE 704-2 | 1640 | AQ-CY | | |
| 7-SS | 301.01 | CRUSHED AGGREGATE: GRADATION C COMPACTION METHOD D, FURNISH HAUL AND PLACE | 300 | AQ-CY | | |
| 8 | | 2-4" ANGULAR CRUSHED ROCK FOR ROADSIDE DITCH | 100 | DQ-CY | | |
| 9-SS | 403.01 | HOT ASPHALT CONCRETE PAVEMENT FURNISH AND PLACE, HAUL | 220 | AQ-TON | | |
| 10 | 605.01 | UNDERDRAINS: GEOTEXTILE CLASS 2 WOVEN TYPE D (1200 SY), 4" ADS NON-PERFORATED PIPE (300 LF), CLEAN GRAVEL (300CY) | 850 | CQ-SY | | |
| 11 | 605.01 | PAVEMENT EDGE DRAIN: GEOTEXTILE CLASS 2 WOVEN TYPE D, 100 CY CLEAN GRAVEL | 260 | CQ-SY | | |
| 12-SS | 602.02 | CMP CULVERT-24 INCH - 14 GA | 100 | AQ-LF | | |
| 13-SS | 602.03 | CMP CULVERT-36 INCH - 12 GA | 60 | AQ-LF | | |
| 14 | 625.07 | SEEDING-DRY METHOD | 2 | CQ-ACRE | | |
| 15 | 635.01 | TRAFFIC CONTROL PLAN AND IMPLEMENTATION | 1 | CQ-EACH | | |
| 16 | 635.09 | FLAGGER | 40 | AQ-HR | | |
| | | | | | Task Order Total Cost: | |

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

ATTACHMENT B (cont)

CONTRACTOR'S COST PROPOSAL

B.2 CERTIFICATION

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

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

Signature

Title

Name (please print)

Date

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: (____) _____.
Email Address: _____

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

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

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

Officers authorized to execute contracts: _____

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

Brief History of the Company: _____

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

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

CONTRCATOR 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) Nebo Loop Slump Repair

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.

Signature

By: _____
Title: _____

Subscribed/sworn to before me this ____ day of _____ 2017 A.D.

My Commission Expires _____

Residing at _____

Seal

By: _____
 Notary Public

EXHIBIT C
SAMPLE AGREEMENT

UTAH COUNTY AGREEMENT

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

Name
Address
City State Zip

Contact Person:
Phone #:
Email:

WHEREAS, COUNTY desires to obtain repair of a slump area on Nebo Loop Road, and further to obtain said
[] product(s) [] service(s) or [X] product(s) and service(s) in accordance with Utah State Law; and
WHEREAS, CONTRACTOR is willing to provide such [] product(s) [] service(s) or [X] product(s) and service(s) for COUNTY in consideration of receiving such fees and other consideration as herein provided;
NOW, THEREFORE, in consideration of such mutual promises set forth herein, the parties hereto agree as follows:

1. DESCRIPTION OF PRODUCT(S) SERVICE(S) OR PRODUCT(S) AND SERVICE(S)
In consideration of the compensation set forth in Section 2, CONTRACTOR agrees to provide
[] _____ or
[] provide the [] product(s) [] service(s) or [X] product(s) and service(s) as specified in CONTRACTOR'S Proposal attached hereto as ATTACHMENT B, which attachment is incorporated herein by this reference.

2. COMPENSATION
In exchange for services listed in Section 1, COUNTY will:
[] pay CONTRACTOR \$_____
[X] or compensate in accordance with the terms set forth in CONTRACTOR'S Proposal attached hereto as ATTACHMENT B, or such other amount as modified in accordance with the terms hereof.

3. TERM
The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon completion of the work specified, or until the following date, the _____ of _____, 20__.

4. ATTACHMENTS
The following attachments are incorporated into this Agreement as if fully set forth herein:
[X] ATTACHMENT A: Utah County Standard Terms and Conditions
[X] ATTACHMENT B: CONTRACTOR'S Proposal
[X] ATTACHMENT C: Special Provisions
[] ATTACHMENT D: Utah County Procurement Compliance
Except as explicitly modified by Special Provisions as set forth in ATTACHMENT C, any ambiguities or conflicting terms shall be resolved by granting full deference to the terms of Utah County's Standard Terms and Conditions as set forth in ATTACHMENT A.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed on this, the _____ of _____, 2017.

BOARD OF COUNTY COMMISSIONERS,
UTAH COUNTY, UTAH

WILLIAM C. LEE, Commission Chairman

ATTEST:
BRYAN E. THOMPSON
Utah County Clerk/Auditor

By: _____
Deputy

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

CONTRACTOR

By: _____
Deputy Utah County Attorney

By: _____

ATTACHMENT A: UTAH COUNTY STANDARD TERMS AND CONDITIONS FOR
CONSTRUCTION

1. TERM

The term of this AGREEMENT shall commence upon execution hereof and shall terminate upon final payment by COUNTY, or continue until the date specified on the signature page of this AGREEMENT. Termination of this AGREEMENT shall not terminate any warranty or other continuing obligation owed by CONTRACTOR as set forth herein.

2. 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 this AGREEMENT or the attached CONTRACTOR's proposal (if any), 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 which are radical, unforeseen, and completely beyond the control of the CONTRACTOR.
- b. Miscellaneous items normally associated with the major work items included in this agreement, but which may not be specifically identified, shall be furnished by the CONTRACTOR as if they had been included in the agreement, without additional cost to 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.

3. ALTERATION OF SPECIFICATIONS OR CHARACTER OF WORK

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

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

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

5. EMPLOYMENT STATUS VERIFICATION

CONTRACTOR shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. CONTRACTOR shall by contract require its contractor, 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.

6. WORKERS COMPENSATION

Prior to commencement of work, CONTRACTOR shall provide to COUNTY a copy of CONTRACTOR's Workers Compensation Insurance and shall disclose to COUNTY any claims made against CONTRACTOR for Workers Compensation within the past five (5) years. CONTRACTOR shall maintain insurance coverage for Workers Compensation claims for the duration of the AGREEMENT.

7. INDEPENDENT CONTRACTOR

- a. CONTRACTOR states and affirms that it is acting as an independent contractor, holding itself out to the general public as an independent contractor for other work or contracts as it sees fit; that it advertises its services as it sees fit to the general public, maintains its office or place of employment separate from 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. 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 COUNTY for any purpose, and the employees of CONTRACTOR are

not entitled to any of the benefits that COUNTY provides for COUNTY'S employees. It is understood that 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 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 COUNTY to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for COUNTY. The compensation provided for herein shall be the total compensation payable hereunder by COUNTY.

8. INSURANCE

- a. CONTRACTOR agrees to carry Commercial General Liability insurance coverage equal to or greater than \$2,500,000 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 sub contractors, and for all equipment and vehicles, public or private, used in the performance of this AGREEMENT. CONTRACTOR shall provide a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has this insurance in place and shall maintain said insurance for the duration of this AGREEMENT.
- b. CONTRACTOR shall furnish a Certificate of Insurance to COUNTY evidencing that CONTRACTOR has Workers Compensation Insurance for the CONTRACTOR, all sub contractors, all principals who will be present on site, and all employees of the CONTRACTOR and/or subcontractors.

9. KEYS

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

10. INSPECTION AND ACCEPTANCE

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

11. TERMINATION

- a. This AGREEMENT may be terminated for any reason by COUNTY upon thirty (30) days written notice to CONTRACTOR, without prejudice to any other right or remedy COUNTY may have.
- b. Failure of CONTRACTOR to adhere to any of the performance requirements of this AGREEMENT shall be cause for termination without prior notice.
- c. This AGREEMENT may be terminated for any reason by CONTRACTOR upon sixty (60) days written notice to COUNTY.

12. TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

13. GOVERNING LAW AND VENUE

It is agreed that this AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Utah, and the ordinances of Utah County. The parties shall submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Agreement or the breach thereof. Venue shall be in Provo in the Fourth Judicial District Court for Utah County

14. AMENDMENTS

Except as provided in Sections 3 and 4 of this AGREEMENT, no oral modifications or amendments to this AGREEMENT shall be effective, but such may only be modified or amended by a written agreement signed by the parties that identifies itself to be an amendment to this AGREEMENT.

15. ASSIGNMENT

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

16. SUCCESSORS IN INTEREST

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

parties thereto.

17. INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, save, hold harmless, and defend at CONTRACTOR's own expense COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) CONTRACTOR'S, its subcontractors, agents or employees performance of this AGREEMENT or product(s) purchased by COUNTY under this AGREEMENT that are defective, whether known or not known by COUNTY or CONTRACTOR, at the time of acceptance by COUNTY. CONTRACTOR shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this AGREEMENT.

18. SALES TAX EXEMPTION

The COUNTY sales and use tax exemption number is _____. The tangible personal property or services being purchases are being paid from County funds and used in the exercise of that entity's essential functions. If the items being purchases are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in this Agreement. As such, CONTRACTOR shall not charge COUNTY sales tax for the product(s) purchased by this agreement.

19. COMPLIANCE WITH LAWS

Each party agrees to comply with all federal, state, and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by CONTRACTOR of applicable law shall constitute an event of default under this Agreement and CONTRACTOR shall be liable for and hold the COUNTY harmless and defend 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 during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement.

20. PAYMENT

- a. CONTRACTOR shall submit timely invoices for materials delivered to COUNTY. Upon verification of the validity of an invoice, COUNTY shall pay CONTRACTOR within 30 calendar day of receipt of the invoice.
- b. Payment will be based upon verification of the actual quantities accepted by COUNTY which comply with these specifications.
- c. Partial or progress payments shall not relieve CONTRACTOR of performance or obligations under this AGREEMENT, nor shall such payments be viewed as approval or acceptance of work performed.

21. FORCE MAJEURE

Neither party to this Agreement will be held liable for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CONTRACTOR shall notify COUNTY of any delay or default beyond CONTRACTOR's control as soon as CONTRACTOR becomes aware of the conditions causing delay or default. The COUNTY may terminate this Agreement after determining such delay or default will reasonably prevent successful performance of the Agreement.

22. INTERPRETATION OF AGREEMENT

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

23. LEGAL

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

24. NO PRESUMPTION

Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against 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.

25. WARRANTY

CONTRACTOR warrants to COUNTY that all services and materials furnished under this AGREEMENT will be of 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. The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the COUNTY under this Agreement for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this

AGREEMENT or CONTRACTOR's proposal, attached hereto (if any). The CONTRACTOR (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this Agreement unless otherwise specified and mutually agreed upon elsewhere in this Agreement. In general, the 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 the 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 significant defects or unusual problems about which the COUNTY has not been warned. Remedies available to the COUNTY include the following: The CONTRACTOR will repair or replace (at no charge to the COUNTY) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the 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 this Agreement.

CONTRACTOR warrants to COUNTY that all materials furnished under this AGREEMENT will be new unless otherwise specified, and that all services and materials will be of good quality, free from faults and defects and in conformance with this AGREEMENT. CONTRACTOR further warrants to COUNTY that if, within one year after the date of substantial completion of the work or designated portion thereof, any of the services or materials are found to be not in accordance with the requirements of this AGREEMENT, CONTRACTOR shall correct it promptly after receipt of written notice from COUNTY to do so unless COUNTY has previously given CONTRACTOR a written acceptance of such condition. All materials and work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by COUNTY, CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

26. DELIVERY

Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the 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.

27. 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.