



DUCHESNE COUNTY
INVITATION TO BID AND CONTRACT
FOR
Engineering Services for the Duchesne County Road
Department Crack Sealing Project

PREPARED BY:

DUCHESNE COUNTY
PROCUREMENT DEPARTMENT
02/08/2017

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I. Invitation to Bid

A. Purpose

Duchesne County is soliciting bids from qualified individual for pre-construction engineering services for the Duchesne County Road Department crack sealing project. There is approximately 45 centerlane lane miles of roadway in the project. (See attach map)

B. Bid Contact

Information regarding the bid can be obtained by contacting:

**Michael Weldon
Procurement Office
(435)738-1181
734 North Center Street
Duchesne, UT**

C. Proposal Due Date

All bids are due in the Procurement Department of Duchesne County located at the above address on or before March 23, 2017 at 3:00 P.M. Any bid received after this time will be considered late and subject to be returned unopened to the bidder. Bids shall clearly indicate the name, address, and telephone number of the proposer. Bids shall be signed and dated by a person with the authority to legally bind the proposer to the submitted proposal.

D. Basis of Award

The contract will be awarded to the lowest responsive, responsible bidder. The term “responsive bidder” means a person or business entity that has submitted a bid which conforms in all material respects to the invitation to bid. The term “responsible bidder” means a person or business entity who has the capability in all respects to fully perform the contract requirements and who has the integrity and reliability which will assure good faith performance. In determining who is the lowest responsive, responsible bidder, in addition to price, the County may consider factors relevant to the successful operation of the County’s business and the best interests of the County as a whole.

E. Award Date

Contract will be announced and awarded on March 27, 2017.

II. Scope of Services

Pre-Construction

- Plans and Specifications Preparation
 - Prepare construction plans specifications for the project. The preparation of these documents will ensure that interested contractors are bidding the project with minimal confusion and that Duchesne County is protected by appropriate bonds, agreements and conditions.
- Contractor Procurement
 - Assist Duchesne County with the advertisement and contractor procurement process. This will involve writing the advertisement, answering contractor inquiries, preparing addendums to the contract documents, and assisting at the bid openings of the different contracts.
- Assumptions and Limitation
 - No environmental surveys are included in the scope of work.
 - No topographic survey is included in the scope of work.
 - Wetland delineation is not included in the scope of work.
 - Cultural resource research and surveys are not included in the scope of work

Construction Phase

- Construction Management
 - Administer the construction process. This includes attending or managing coordination meetings (if required), compilation of partial pay estimates, submittal review, budget tracking and other critical tasks.
- Construction Observation
 - Provide construction observation to handle project issues as they arise and to verify that the contractor is in general compliance with the plans and specifications.
- Contract Record Drawings and Final GIS
 - Provide the final GIS data to Duchesne County generated during the project. This information can be used in future years to fine-tune the pavement management program.

III. Instructions for Bidders

A. General Bid Requirements

1. The Bid sheet included in this Invitation to Bid must be fully completed and returned with the Bid. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of Section IV Official Bid on page 8.
2. Five (5) copies of Bid must be submitted.
3. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the project title and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered.
4. The original and the required number of copies of the Bid must be returned to:

Michael Weldon
Procurement Office
(435)738-1181
734 North Center Street
Duchesne, UT 84021
5. All Bid prices must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
6. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.

7. All prices submitted by the Bidder to Duchesne County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Duchesne County must be given the benefit of any price decrease occurring during such designated time period.
8. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Duchesne County. The delivery date may be a factor in deciding the Bidder's capability to perform.
9. All invoices must reflect a Duchesne County Purchase Order Number, which can be obtained by calling the Procurement Department office at (435)738-1181.
10. All bidders must turn in verification of proper licensing and insurance with bid documents. Duchesne County must be entered in as a secondary insured for the dates covering this project.
11. If a successful Bidder is unable or unwilling to enter into a Contract with Duchesne County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
12. Successful Bidders contract directly with Duchesne County and are the party or parties obligated to perform. Contracts may not be assigned or subcontracted and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future. Successful Bidder agrees to not delegate performance obligations and any such delegation of responsibilities is declared void and will not relieve Successful Bidder from liability or performance obligations.

13. In the evaluation of the Bids, any award will be subject to the Bid being: Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.

B. Right to Reject Bids

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or written request, at any time prior to the scheduled closing time for receipt of bids. Written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

IV. Official Bid

Engineering Services for the Duchesne County Road Department Crack Sealing
Project

Contractor:

Address:

Telephone Number:

Facsimile Number:

Bid Amount \$ _____

Bidder Name: _____

Bidder Signature: _____

Date: _____

V. Contract

A. **Scope of Services**

Pre-Construction

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- Contract Record Drawings and Final GIS
 - Provide the final GIS data to Duchesne County generated during the project. This information can be used in future years to fine-tune the pavement management program.

B. Completion Date: June 30, 2017

C. Contract Jurisdiction, Choice of Law, and Venue

The provisions of this Contract shall be governed by the laws of the State of Utah, Duchesne County, and Duchesne City. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Department. Vendor agrees to be bound by the decision of Duchesne County in case of any dispute arising from the interpretation or application of the Terms and Conditions.

D. Laws and Regulations

The Parties signing below under this Contract and any and all supplies, services, equipment, and construction furnished under this Contract will comply fully with all applicable Federal, and State, and local laws, codes, rules, regulations, and ordinances, including applicable licensure and certification requirements.

E. Independent Contractor

The contractor shall be an independent Contractor, and as such, shall have no authorization, express or implied, to bind Duchesne County, or its members, to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Duchesne County, or its representatives, except as herein expressly set forth. Compensation stated herein shall be the total amount payable by Duchesne County. The Vendor shall be responsible for the payment of all income tax and Social Security amounts due as a result of payments received from Duchesne County for these Contract services. Persons employed by Duchesne County and acting under the direction of Duchesne County shall not be deemed to be employees or agents.

F. Interpretation of Contract

Any ambiguities in the contract language shall be liberally construed in favor of Duchesne County.

G. Separability

Any invalidation of any sections or provisions of this contract will not affect the validity of the remainder of the provision or other provisions in the contract.

H. Modification

This agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

I. Entirety of Contract

This Agreement supersedes all other Agreements that may have been signed between the Parties prior to date of the Parties signing of this Agreement. This Agreement incorporates by reference all Contract Documents noted above,

J. Termination Clause

The County may terminate the contract resulting from this solicitation at any time the vendor fails to carry out the contract provisions, if in the opinion of the County, the performance of the contract is unreasonably delayed, or the vendor is in direct violation of the contract conditions. The County shall provide the vendor with notice of any conditions which violate or endanger the performance of the contract and, if after such notice the contractor fails to remedy such conditions within thirty (30) days, to the satisfaction of the County, the County may exercise their option in writing to terminate the Contract without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises. Vendor agrees by its bid submission that the County's decision is final and valid.

K. Indemnification and Hold Harmless Agreement

Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, or the performance, or nonperformance, of its obligations under this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this day

_____ and year _____

Date: _____

[County]

Date: _____

[Bidder]

