

REQUEST FOR BIDS
THIS IS NOT AN ORDER RETURN ORIGINAL KEEP ONE COPY

BID # **2019-016**
2019-22 ASPHALT CRACK SEAL BID

Return your Bid in an envelope, sealed and clearly marked on the outside with Bid # shown:

**CITY OF SPRINGVILLE
PUBLIC WORKS DEPARTMENT
ATTN: MARCIE CLARK
110 SOUTH MAIN STREET
SPRINGVILLE, UT 84663**

Bids must be received and logged in prior to the date and time indicated. Bids will not be accepted after:

3:00 p.m. Thursday, September 26, 2019

For Technical Information Contact:
Jason Riding, Streets Superintendent
Email: jriding@springville.org
Phone: (801) 489-2765

Delivery Requirement:

FAILURE TO SIGN THIS SECTION WILL DISQUALIFY YOUR RESPONSE

The undersigned agrees to furnish the products and/or services listed in this document at the prices and terms stated, subject to the requirements of this Request for Bids and the Contract Documents:

Firm Name	
Signature	
Printed Name	
Date	Phone
Fax	
Email	Website

This proposal is a paper based bid requiring Respondents to submit their final proposal to the above address prior to the bid opening.

BID #2019-016

TABLE OF CONTENTS

**SPRINGVILLE CITY
2019-22 ASPHALT CRACK SEAL BID**

<u>SECTION</u>	<u>TITLE</u>
SECTION 1	Instruction to Bidders
SECTION 2	General Terms & Conditions
SECTION 3	Requirements & Specifications
SECTION 4	Bid/Proposal Form

NOTE: The Contractor is responsible for reading the contents of this bid, including but not limited to, the Scope of Work, General Requirements, Specifications and Agreement. He is also responsible to visit the work site before presenting his bid. The number of feet of road on the map is just for roadway. The contractor will need to determine the linear feet of crack seal needed. We recommend a site visit or referring to our map at maps.springville.org/emap/.

SECTIONS 1 - INSTRUCTIONS TO BIDDERS

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.

Prospective bidders should submit inquiries on this invitation for bids through SciQuest.com.

The sealed bids will be opened by the Springville City Public Works Secretary, Marcie Clark, at Springville City Hall, 110 South Main on Friday, September 26, 2019 at **3:00 p.m.** Sealed bids shall be received by mail, or hand delivered to the Public Works Secretary before **3:00 p.m.** on Friday, **September 26, 2019**. **NO LATE BIDS WILL BE ACCEPTED.**

These items should be considered before filling out the bid and bidding schedule:

1. INTERPRETATION OF QUANTITIES IN THE SCHEDULE: Any quantities appearing in the Specifications for this project are only approximate, and were prepared by Springville City personnel. These quantities will be used for bidding. The actual quantities for construction may vary and should be determined by the Contractor based on his individual analysis of conditions. In the event certain areas of the project are given a higher priority, those areas, as designated by the City's Streets Superintendent, 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 his bid upon the bidding schedule and bid sheets provided by Springville City. The total amount of the bid is obtained by 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.
3. IRREGULAR PROPOSALS: Bids shall be considered irregular and may be rejected for the following:
 - a. If the bid is on a form other than that furnished by Springville City; or if the form is altered, or any part thereof is detached.
 - b. If there are unauthorized additions, conditional, multiple or alternate bids, or irregularities of any kind, which may tend to make the bid incomplete, indefinite, or ambiguous as to its meaning.
 - c. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
 - d. If the bid at the opening does not contain a signed bid, a signed bidding schedule, and all requested documents.
 - e. Any erasure or alteration of figures of unit prices not initialed in ink by the bidder.
 - g. If the Contractor is not qualified legally to contract.

4. ACCEPTANCE OF BID:

a. Springville City reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Springville City. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

b. The responding party agrees that Springville City may terminate this procurement procedure at any time, and Springville City shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFB, or such party's response.

5. DISPOSITION OF BIDS: All bids (and the information contained therein) shall become the property of Springville City. No bid shall be returned to the respondent regardless of the outcome of the selection process.

6. EVALUATION CRITERIA: All bids will be evaluated by authorized representatives of Springville City for compliance with the terms and conditions contained in this RFB and the resulting contract awarded to the lowest responsive and responsible bidder. The determination of the lowest responsive and responsible Bidder may involve all or some of the following factors but not be limited to: price, Vendor Evaluation Report, handling, storage, disposal costs, installation, conformity to specifications, financial ability to meet the contract, previous performance, facilities, equipment, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors.

7. GENERAL:

a. Springville City will award a contract in reliance upon the information contained in bids submitted in response to the RFB. Springville City will be legally bound only when and if there is a signed contract entered into between Springville City and the awarded bidder.

b. It is vitally important that any person who signs a bid or contract on behalf of a respondent certifies that he or she has the authority to so act. The bidder who has its bid accepted may be required to answer further questions and provide further clarification of its bid and responses.

c. Receiving this RFB or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFB. Springville City shall have no liability to any person or entity under or in connection with this RFB, unless and until Springville City and such person have executed and entered into a contract pursuant to the terms of this RFB.

d. By responding to this RFB each responding party acknowledges that neither Springville City 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 RFB. The responding party further agrees that neither Springville City nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFB process or the use of the information contained in this RFB. Only the terms and conditions contained in a contract when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the responding party in any manner as having any legal effect whatsoever.

SECTION 2 - GENERAL TERMS AND CONDITIONS

The Contract Documents for this Request for Bids shall include the Instructions to Bidders, General Terms & Conditions, Requirements & Specifications, and all Addenda. Bidders must base their bids on all the requirements and specifications in the Contract Documents. The Contract Documents shall become the Contract between the selected bidder and the City.

This Contract shall run for a term of three years. Each year the required streets to be Crack sealed shall be completed before May 30th. In the event the parties mutually decide to extend this Agreement beyond the term outlined in this Agreement, the parties shall negotiate new terms, conditions and provisions to this Agreement. This is a multi-year contract starting in October, 2019 and Ending On May 30th 2022. Crack seal quantities will vary from year to year but measurement and payment will be based on the linear foot bid price.

AMENDMENTS:

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

ASSIGNMENT:

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

BINDING AGREEMENT:

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

BONDS:

Before this Agreement is awarded by Springville City the Contractor shall furnish Springville City the following bonds:

1. A **payment and performance bond** satisfactory to the City in an amount equal to 100% of the price specified in the Agreement, to assure the faithful performance of the Agreement, for the protection of Springville City, to be held until final acceptance by Springville City of all aspects of this project;

The bond shall be:

1. Binding upon the award of the Agreement;
2. Executed by a surety company or companies duly authorized to do business in the State of Utah, or, in the form of cash or other certified funds;
3. Payable to Springville City;
4. Filed with the Springville City 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 Agreement.

Springville City will hold the Payment Bond for 90 days subsequent to the completion of the project.

No Bid Bond is required for this bid.

COMPLETION DATE:

The completion date for the pavement work is on or before May 30th of each year following Springville City's release of the Crack Seal Map to the contractor. The entire Agreement will be completed by June, 2022.

TERMINATION:

Springville City may terminate this Agreement at any time and for any reason by giving the contractor a 30-day written notice of termination.

INDEMNIFICATION:

The Contractor shall defend, indemnify, save and hold harmless Springville City, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgments, losses, damages, and liabilities (including all costs and attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) Contractor, its subcontractors, agents or employees performance of this Agreement or their provision of any services required herein to be performed by the Contractor or its subcontractors, agents or employees, and (b) any act or omission of Contractor, or its subcontractors, agents or employees. The Contractor shall assume sole liability for any injuries or damages caused to a third party as a result of fulfillment of this Agreement.

INDEPENDENT CONTRACTOR:

Contractor states and affirms that he is acting as an independent contractor, holding himself out to the general public as an independent contractor for other work or agreements as he sees fit; that he advertises his services as he sees fit to the general public, maintains his office or place of employment separate from Springville City, and that this AGREEMENT is not exclusive of other agreements, contracts or opportunities.

The parties intend that an independent contractor relationship will be created by this AGREEMENT. Springville City 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 Springville City for any purpose, and the employees of Contractor are not entitled to any of the benefits that Springville city provides for City's employees. It is understood that Springville City 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 Springville City.

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 Springville City to any agreement, settlement, liability, or understanding whatsoever, and agrees not to perform any acts as agent for Springville City.

INSURANCE:

The Contractor agrees to carry Commercial General Liability insurance coverage equal to or greater than \$1,000,000 per occurrence and \$3,000,000 aggregate or as modified by the risk manager pursuant to state statute during the term of this Agreement. This coverage shall provide liability insurance to cover the activities of Contractor including Contractor's agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this Agreement. **This insurance shall name "Springville City, 110 South Main, Springville, Utah 84663" as an additional insured.** Prior to commencing any work, Contractor shall provide a Certificate of Insurance to Springville City, evidencing that the Contractor has this insurance in place and shall maintain said insurance for the duration of this Agreement.

Prior to execution of the Agreement, the selected Contractor shall provide a Certificate of Insurance to Springville City evidencing that the Contractor has Workers Compensation Insurance for the Contractor, all subcontractors, and all employees of the Contractor and/or subcontractors.

The Contractor shall file all required certificates of insurance with the Springville City Public Works Department in a timely manner following the Closing Date for Receipt of Bids.

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. He shall provide proof of such license prior to the commencement of said work.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY:

The Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

LAWS AND ORDINANCES:

The laws of the State of Utah shall govern the Contract. Further, the place of performance and transaction of business shall be deemed to be in the Utah County, Utah, and in the event of litigation, exclusive venue and place of jurisdiction shall be Utah, and more specifically, the district court of Utah County, Utah.

The Contractor agrees to register and participate in a Status Verification System such as E-Verify, to verify the work eligibility status of the Contractor's new employees that are employed in the state. The Contractor further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through a Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

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 addresses first above written, or at such other addresses as may be designated by notice given hereunder.

PAYMENT:

The Contractor shall be paid by Springville City within 30 days of the invoice. All bills must be received by the Streets Department Superintendent. Each bill shall be itemized as to work performed and shall show progress of the work that can be verified. Actual payment will be based upon inspection by the Streets Department Superintendent who will certify that the work has been performed in a workmanlike manner. Payments may be withheld from the Contractor by the City in order to protect or offset the City 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 City'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 City.

LIQUIDATED DAMAGES:

The Contractor agrees to deliver services as quoted in this proposal. Failure to deliver as quoted constitutes an event of default. The actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay the City, liquidated damages for each calendar day of delay, an amount of \$300.00 per day, up to a maximum of sixty (60) calendar days. Should the Contractor be unable to complete the delivery at the end of the sixty (60) day period, the City, at its option, may treat the contract as breached, terminate the contract, purchase substitute product else-where, and charge the full increase, if any, in cost and handling for such purchase to the defaulting Contractor, and seek such additional relief as provided by law. The Contractor shall not be charged for liquidated damages when delay arises out of causes beyond control and without the fault or negligence of the Contractor.

UTILITIES:

Care shall be taken to preserve and protect existing utilities, pole lines, signs, pipelines and improvements from injury or damage during construction operations. The Contractor shall hold Springville City harmless and reimburse owners and utilities for any damage to their properties, utilities, pole lines, signs, pipelines and improvements, and interference with their service caused through Contractor's operations. The Contractor has the responsibility for contacting "Blue Stake".

WARRANTY:

The Contractor warrants to Springville City that all materials furnished under this Agreement will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with this Agreement. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Springville City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

If, within one year after the Date of Substantial Completion of the work, or designated portion thereof, or within one year after acceptance by Springville City, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, any of the work or materials are found to be defective or does not conform with this Agreement, the Contractor shall correct it promptly after receipt of a written notice from Springville City to do so. This obligation shall survive termination of this Agreement.

SECTION 3 - REQUIREMENTS & SPECIFICATIONS

INTENT OF AGREEMENT:

The intent of the Agreement is to provide for the construction and completion in every detail of the pavement work as described. The Contractor shall furnish all labor, materials, equipment, tools, transportation, traffic control and supplies required to complete the work in accordance with the Specifications, General Requirements, and terms of this Agreement.

ALTERATION OF PLANS OR CHARACTER OF WORK:

The Streets Department Superintendent 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 may include small projects for other City departments during the term of the agreement. Alterations shall not be considered as a waiver of or 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 by Springville City before additional work is authorized and constructed.**

AUTHORITY OF THE CITY ENGINEER:

The City Engineer 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. The City Engineer 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.

SPECIFICATIONS:

Springville City is accepting bids for a Contractor to place Crack Sealant on the roads located in Springville City. All work performed by the Contractor shall meet or exceed all applicable specifications listed in the publication American Public Works Association - Manual of Standard Specifications, 1997 Edition, published by the Utah Chapter of the American Public Works Association, hereinafter referred to as the "Manual of Standard Specifications".

1. CITY ROAD LOCATION

See **Crack Seal Map** for work to be completed. Each year Springville city shall provide the contractor with a new crack seal map to be completed before May 30th of the following year.

2. CLEANING/ROAD PREPARATION

A. The Contractor shall clean the existing asphalt road surface of all dirt, sand, oil, grease and loose materials by sweeping, blowing, or flushing with pressurized water as approved in advance. All cracks shall be dried before sealing. After crack seal is applied contractor shall clean sidewalks & driveways of any remaining debris blown from cracks.

B. The Contractor shall clean out all cracks to remove any dirt or weeds, and crack seal any & all cracks (including alligatored areas) to the full depth of the crack & fill cracks flush with the existing pavement.

3. CRACK SEALANT MATERIAL

A. The Contractor shall apply "Elastoflex 65" a joint and crack sealant product provided by Maxwell Products, Inc. (650 Delong Street, Salt Lake City, Utah, 801-972-2090) or equivalent as approved by Springville City. This joint and crack sealant shall be applied as per the manufacturer's specifications.

B. The specification of a brand name product is for the purpose of designating the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

4. TRAFFIC CONTROL - 1.5 (Section 01555 of the Manual of Standard Specifications)

The Contractor shall do no work that endangers, interferes, or conflicts with traffic or access to the roadway surface, and in compliance with the "Manual on Uniform Traffic Control Devices". The Contractor shall provide access to the existing homes on the streets during the construction process. Related costs for ALL traffic control, warning signs and needed flagmen are the responsibility of the Contractor. Traffic Control shall not be paid as a separate item.

SECTION 4 - BID PROPOSAL

CONTRACTOR: _____

_____ Date

_____ Business License Number

_____ State Contracting License Number

_____ Name, Address, and Phone Number

_____ State License Classification Number

The undersigned, after having personally and carefully examined the site of the work, the Specifications and form of the agreement, all of which are made a part hereof, proposes to furnish all labor, equipment, tools and machinery, and to furnish and deliver all materials not specifically mentioned as being furnished by the local agency, which are required in the construction of the:

2019-22 Asphalt Crack Sealing Bid
for Springville City
Bid # 2019-016

For the total sum of _____ Dollars,
(\$_____,_____), as detailed on the Bidding Schedule.

The undersigned further proposes to execute the attached agreement within five working days after the date of the award, and to begin work within five working days after being notified to do so by the local agency, weather pending, and to complete the same on or before May 30, 2020, after the signing of the agreement by both parties. It is understood that Springville City has the right to reject this bid or to accept it at the price listed above and the prices located in the Bidding Schedule.

Signature of the Preparer

Company Seal

Title of Preparer

BIDDING SCHEDULE

Award will be based upon unit price, linear feet and total.

ITEM & APPROXIMATE QUANTITIES TOTAL COST

- 1. CRACK SEAL ROADWAYS INCLUDING ALL EDGES CRACK SEALED WHERE CURB & GUTTER EXIST**

$$\begin{array}{ccccc} \$ & \underline{\hspace{2cm}} & \times & \underline{\hspace{2cm}} & \$ \underline{\hspace{2cm}} \\ & \text{Unit Price} & & \text{Linear Feet} & \text{Total} \end{array}$$

Note: Actual payment for the work shall be based upon the actual work completed, approved and accepted by the Springville City Streets Department Superintendent. Springville City reserves the right to eliminate portions of work from this bid and contract because of budget constraints or high construction costs.