

REQUEST FOR PROPOSALS

American Fork City



Public Works Concrete Contractor

RFP # ST201901

Date of Issue: April 9, 2019

Department of Public Works
Engineering Division

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I. NOTICE TO PROPOSERS

A. GOVERNMENT RECORDS ACCESS AND MANAGEMENT ACT (GRAMA)

American Fork City is a governmental entity subject to the Utah Government Records Access and Management Act (“GRAMA”), Utah Code Ann. §§ 63G-2-101 to -901. As a result, American Fork is required to disclose certain information and materials to the public, upon request. Generally, any document submitted to American Fork is considered a “public record” under GRAMA. Any person who provides to American Fork a record that the person believes shall be protected under subsection 63G-2-305(1) or (2) shall provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. **ALL DOCUMENTS SUBMITTED IN RESPONSE TO THIS RFP WILL BE TREATED AS PUBLIC RECORDS IN ACCORDANCE WITH GRAMA, UNLESS A CLAIM OF BUSINESS CONFIDENTIALITY HAS BEEN PROPERLY MADE AND APPROVED BY AMERICAN FORK CITY. ALL PROPOSED COSTS/PRICING/FEEES SUBMITTED TO THE AMERICAN FORK SHALL BE CONSIDERED PUBLIC RECORDS.**

B. EMPLOYEE STATUS VERIFICATION SYSTEM

Proposer agrees to provide the signed E-Verify Certification (Attachment C) and shall register and participate in the Status Verification System before entering into a contract with American Fork City as required by Utah Code Ann. § 63G-12-302. The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Proposer is individually responsible for verifying the employment status of only new employees who work under Proposer’s supervision or direction and not those who work for another Proposer or subcontractor, except each Proposer or subcontractor who works under or for another Proposer shall certify to the main Proposer by affidavit (Attachment C) that the Proposer or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective Proposer or subcontractor. The Proposer shall comply in all respects with the provisions of Utah Code Ann. § 63G-12-302. Proposer’s failure to so comply may result in the immediate termination of its contract with American Fork City.

C. ETHICAL STANDARDS

Proposer represents that it has not: (a) provided an illegal gift to any American Fork City officer or employee, or former American Fork City officer or employee, or to any relative or business entity of a American Fork City officer or employee, or relative or business entity of a former American Fork City officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or

understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or American Fork City Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any American Fork City officer or employee or former American Fork City officer or employee to breach any of the ethical standards set forth in State statute or American Fork City ordinances.

II. INTRODUCTION

American Fork City Public Works Division, “City” is soliciting proposals from qualified firms “Proposer” to provide concrete replacement services for several areas throughout American Fork City.

Please submit paper copies of your proposal with an accompanying electronic copy. The number of paper copies required is listed in Section X., D. below. Please submit Pricing under a separate sealed cover.

III. PROJECTED SCHEDULE FOR THE RFP PROCESS

American Fork City reserves the right to modify the following schedule at their discretion:

<u>Activity</u>	<u>Date</u>
Pre-Proposal Conference	April 16, 2019
Final day to submit questions	April 22, 2019
City issues final answers to questions	April 23, 2019
Proposal Due Date	April 24, 2019
Notice of Intent to Award	May 2, 2019 (anticipated)
Council Approval	May 14, 2019 (anticipated)
Notice of Award	May 15, 2019 (anticipated)

IV. DEADLINE FOR PROPOSAL SUBMISSION

Your sealed proposal will be accepted until **4:00 PM on Wednesday, April 24, 2019** at Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003. **No proposals will be accepted after the closing date and time. Only those Proposers who attend the pre-proposal conference will be considered for award.**

V. TERM OF AGREEMENT

The term of the agreement is for one year and is automatically renewed for up to three additional years from execution of a written agreement. The agreement in no way guarantees a specific dollar amount of work.

VI. PRE-PROPOSAL CONFERENCE AND QUESTION SUBMISSION

Interested Proposers are required to attend the pre-proposal meeting to discuss the project and to ask questions about this RFP. Only bids from Proposers who attend the pre-proposal conference will be opened and considered for award. The pre-proposal conference will be held on **Tuesday, April 16, 2019 at 10:30 am**. It will be held at the

Public Work Main office, located at 275 East 200 North, American Fork, UT 84003. Proposers are encouraged to submit their questions in writing before the meeting by emailing awilson@afcity.net. If the RFP needs to be modified or clarified, a written addendum will be issued. Questions may be submitted through email until the deadline for questions submission which is **April 22 at 1:00 pm**. Following the preproposal conference all attendees will receive an email with questions and answers to all submitted questions.

VII. BACKGROUND

The Public Works Department and Streets Division are responsible for the maintenance of the municipal sidewalk system. The system includes sidewalk, curb, gutter, and pedestrian ramps. From time to time the Streets Division is not able to complete all needed repairs and additional professional services are needed to complete these repairs.

The purpose of this project is to provide assistance to the City in making fast and efficient repairs to the sidewalk system. The awarded contract or contracts will work directly with the Streets Division on specific concrete projects and make certain asphalt is repaired or replaced according to City standards. They may also work with the other divisions on repair or replacement of curbs, gutters, or other concrete work.

VIII. SCOPE OF WORK AND TASKS TO BE COMPLETED

Work covered with this proposal will address the removal and replacement of concrete curb, gutter, sidewalk, ADA ramps and other miscellaneous concrete flat work. The following requirements are provided to assist the proposers in understanding the objectives of the City and submitting a thorough response. Work items in part shall include:

- Saw cut concrete
- Break-up, remove and dispose of existing concrete curb, gutter, sidewalk ADA ramps, and valve and manhole collars.
- Reconstruct new concrete curb, gutter, sidewalk, ADA ramps, other miscellaneous flat work, and valve and manhole collars.
- Remove and dispose of tree roots, debris, asphalt, and inferior road base to prepare proper foundation.
- Import and compact proper road base following City standards.
- Comply with OSHA, ADA and MUTCD requirements
- Agree not to assign, transfer, convey, or otherwise dispose of this contract or any right hereunder, or of its right, title or interest in or its power to execute such agreement to any other persons, firm, corporation, or sub-contractor.
- Agree to keep neat, tidy and passable conditions of the work area during construction and to abide by all regulations of the City of American Fork. It shall be the responsibility of the contractor to repair any damage that is deemed caused by its operation or negligence.
- Contractor and its employees shall park motor vehicles in accordance to laws and ordinances of the City of American Fork so as to not impede the free flow of traffic.
- Contractor shall respond to City staff within two business days of a request for work.
- Contractor will call for an inspection of work site before concrete is poured.
- Contractor will be responsible for all Storm Water Pollution Prevention Program (SWPPP) controls in place at each job site.

- Traffic control plans should be submitted for each job site, with the contractor responsible for providing all traffic control devices and overall jobsite security.
- Contractor will be responsible for resident notification and coordination.
- Contractor will be responsible for billing and accounting, project management and administration and all other items covered in APWA mobilization specifications.

American Fork City will provide:

- Marking of work site for identification of work to be done.
- Design and staking where applicable.
- Utility relocation if necessary
- Inspections of the work being completed

Items that shall be considered and discussed on a case by case basis at a negotiated cost are:

- Clearing and grubbing including tree removal and pruning.
- Fence repair and replacement.

IX. PRICING/COSTS/FEES

A. Costs for Work

- Contractors shall submit unit pricing of at least the items shown in Attachment D. If additional items are needed to submit a complete proposal, please add them to the proposal.

B. Payment for these services will be as follows

- The Contractor will be paid for work actually done at the unit prices bid for work that is completed correctly. Final payments will be based on quantities in place, measured or determined by the City Inspector at the site where work has been constructed or accomplished. The Inspector may be a City employee or a contract consultant.

X. PROPOSAL FORMAT

All proposals shall be formatted according to the following specifications:

- Page Limit: proposals cannot be more than **10 pages**. Resume documents submitted will not count toward the page limit.
- Page Numbering: proposals shall contain page numbers.
- Table of Contents: proposals shall contain a table of contents with references to page numbers.
- Copies: Please submit Six copies of your proposal plus one unchanged electronic copy in pdf. format to the Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003.
- Sealed and Marked Packaging: proposals shall be sealed and clearly marked **“Public Works Concrete Contractor”** on the outside of the package and on the body of the proposal. Pricing shall be submitted in a separate sealed envelope from the proposal. All copies shall be put into **one** envelope or box and sealed; do not put each proposal copy in a separate sealed envelope.

- F. Cover Letter: The main proposal should include a cover letter. The proposal cost estimate shall have the cover letter provided as Attachment B. Attachment B indicates the Proposer's willingness to enter into an agreement with the City and accept the City's draft contract, included as Attachment A of the bid documents. Any exceptions to the draft contract must be included in the proposal. A person legally authorized to bind the Proposer to the proposed project must sign this letter. Proposals will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), business address of the Proposer, and telephone number. The proposal must be signed in ink by a principal of the business who is authorized to execute any subsequent contract. The name of the principal and his/her business title will be included in the signature element in either type or print. penciled signatures or notations will not be accepted.
- G. Contact List: Provide a contact list of all contacts for the project (i.e. project manager, finance, construction manager, etc.). Contact information should include at a minimum name, address, office phone, direct phone number, and email.

XI. PROPOSAL SUBMISSION

By submitting a proposal to this RFP, Proposer understands and agrees to the following:

- A. RFP Cancellation: This RFP may be cancelled at any time prior to the execution of a written agreement if deemed in the best interests of the City. This includes cancellation of the RFP after an award has been made, but prior to the execution of a written contract. Proposer is not entitled to recover any costs related to the preparation of the proposal due to cancellation of the RFP or withdrawal of an award prior to the execution of a written agreement.
- B. Firm Pricing: All prices, quotes, or proposals are to remain firm for 120 days after the closing date, unless a different period is stated in the City's RFP. Any proposal that does not offer to remain firm for the required period may be considered to be non-responsive.
- C. Costs: Proposers bear all costs and expenses related to this RFP including, but not limited to, preparation and delivery of the proposal, attending the pre-proposal conference, and if required attending an interview.
- D. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into between the City and the selected respondent. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: commerce.utah.gov.

- E. Changes or Modifications: Any changes or modification to the RFP will be made by written addendum. Proposers submitting a proposal based on any information other than that contained in City's RFP and any addenda, do so at their own risk.
- F. Receiving Proposals: Engineering Division Selection Committee will administer receipt and opening of all proposals. Proposals will be held, unopened, in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Proposer will be made public. If only one proposal is received in response to the City's RFP, the Engineering Division, may recommend an award of a contract to the single Proposer if the conditions cited above are met. Alternatively, the Engineering Division may re-solicit for the purpose of obtaining additional proposals.
- G. Modifying or Withdrawing Proposals: Proposer may modify or withdraw their proposals at any time prior to the closing time. Requests to modify a proposal before the closing time shall be made in writing to the City Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003.
- H. Rejection of Proposals: Any proposal containing significant deviations from the specifications of the RFP shall be considered non-responsive and may be rejected in whole or in part.
- I. Protests: A protest in regard to the RFP document shall be submitted in writing prior to the RFP closing date. All other protests shall be submitted in writing within five (5) business days after notification of the award has been sent. A protestor may file only one (1) protest after the RFP closing date. Protest letters shall specifically and completely state the facts that the protestor believes constitute error in the RFP document or the award.
- J. Free and Competitive Selection: Any agreement or collusion among prospective Proposers to fix a price or limit competition shall render the proposals void, and such conduct is unlawful and subject to criminal sanction. Proposer certifies that not anyone in its firm or company has either directly or indirectly restrained free and competitive selection, participated in any collusion, or otherwise taken any action unauthorized by City Purchasing Ordinances or applicable laws.
- K. Reasonable Accommodations: Reasonable accommodations for qualified disabled individuals may be provided upon receipt of a request with five working days' notice. Please contact Public Works Engineering Office, 275 East 200 North, American Fork, Utah 84003, 801-763-3060. TTY users shall call 711.

XII. EVALUATION AND SCORING CRITERIA

Proposals will be evaluated, scored, and ranked by a Selection Committee. Each member of the committee will be provided a score sheet to complete the proposal evaluation

utilizing a point system listed below. The Selection Committee may invite up to the top three ranked proposals for an interview/demonstration. The purpose of the interview/demonstration is clarification and verification of the written proposal. The Selection Committee may re-score the proposal after the interview/demonstration, but may not re-score pricing/costs/fees, unless the Committee requests a best and final offer. A recommendation will then be presented to the proper signing authority for consideration and approval. Proposals will be evaluated, scored, and ranked on the following criteria:

- 35 pts. Proposed Pricing/Costs/Fees.** Refer to Section IX for pricing requirements. Hourly fees and all services are inclusive of any and all fees; and any and all costs the Proposer may incur, including any costs for travel time, lodging, mobilization, traffic control, meeting time, report preparation, printing, etc.
- 20 Pts. Relevant Experience.** Provide detailed relevant experience for projects of similar scope and comparable size and complexity which shall include the following: name of client, contact person and current phone number, brief description of project, date, total contract amount, and any other pertinent information regarding the experience. City may contact any or all of your clients for a reference.
- 15 Pts. Proposer's Qualifications/Project Team.** Provide a brief description of your company, the scope and nature of projects routinely provided by Proposer on projects of this nature. Identify the type of business (corporation, partnership, sole proprietor, etc.) under which your firm operates, date business started, and license number to do business in the State of Utah.
Project Team. Provide an organizational chart showing the level of organizational responsibility of all major participants of your proposed project team. If any part of the work will be provided by a subcontractor(s), please state their company name and their role in this contract. The Proposer will be responsible for verifying the qualification and validity of all licenses or permits for any out-sourced work to subcontractors.
- 30 Pts. Proposed Availability and Schedule.** Provide a brief history of the Proposer's past experience and the ability to complete projects on time. Describe how the Proposer will approach each project that is assigned from City staff. Give a full description of the methodology to be employed in responding and completing each project in a timely manner. Rather than stating commonly followed practices, focus on discussing details of how you, the proposer, will be able to meet the needs of the City in a timely manner. This section shall demonstrate the Proposer's ability to provide desired services within time frames specified and at specified levels as described in the scope of work.

XIII. WRITTEN AGREEMENT REQUIRED

The selected Proposer must be willing to enter into a written agreement with American Fork City and agree to all the terms set forth in the sample agreement, attached to this RFP as “Attachment A.” **IF YOU WISH TO ALTER ANY OF THE TERMS OF THE STANDARD FORM AGREEMENT AND/OR THE RFP INCLUDING EXHIBITS, ATTACHMENTS, AND ADDENDA, THE TERMS MUST BE SPECIFICALLY IDENTIFIED IN YOUR PROPOSAL WITH REASONABLE ALTERNATIVES PRESENTED.** Proposers are advised that American Fork City is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken by Proposer prior to a written agreement being fully executed is done at the Proposer’s sole risk.

Attachment A

AGREEMENT FOR CONCRETE CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2019 by and between American Fork City, 51 East Main Street, American Fork, Utah 84003 (“City”) and _____, (“Contractor”).

WHEREAS, City desires to contract for on-going concrete construction services for the maintenance, repair, and replacement of City-owned concrete; and

WHEREAS, City let a Request for Proposals (RFP) to identify firms and companies which would best serve the needs of the City to perform such maintenance, repair, and replacement of City-owned concrete; and

WHEREAS, Contractor submitted their proposal and the City desires to contract with them to perform the work specified in the RFP and associated Contract Documents;

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth in this Agreement, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. **Agreement.** City hereby hires Contractor and Contractor agrees to be bound to the City to provide maintenance, repair, and replacement of City-owned concrete. Such services shall be provided per the City Standards and Specifications, in compliance with all of the RFP documents, all of which are referred to as the “Contract Documents” and, by this reference, are made a part hereof.
2. **Term.** This Agreement shall begin immediately upon signing and shall be for an initial term of one (1) year (the “Initial Term”). This Agreement shall automatically renew for up to four (4) additional one (1) year terms unless notice is provided by either party, at least thirty (30) days prior to the conclusion of the existing term, of its intent to terminate the Agreement at the conclusion of the existing term.
3. **Payment.** Contractor shall submit an invoice at the end of each project or once per month if multiple projects are completed in one month and after the City has inspected and approved work performed. Except as provided herein, all invoices must be itemized according to the unit prices of the bid. Any invoice that cannot be verified by the contract unit price and/or is otherwise incorrect, will be returned to the Contractor for correction before it is paid. City will pay for all work performed by the Contractor and approved by the City within 30 days from receipt of correct invoice. Minimum amount of guarantee under this contract is \$0.00. Maximum dollar amount of task orders available is \$150,000.00 per year, unless otherwise approved by the City’s Director of Public Works. Unit prices may be amended by written agreement of the parties. However, unit prices may not increase by more than five percent (5%) of the original bid amounts.

4. **Warranty.** Contractor shall warrant all materials and workmanship for a period of one year following acceptance by the City. Acceptance by the City shall be defined as the final payment for each individual project after the appropriate inspections have been performed.
5. **Changes in Performance.** All changes in performance of this Agreement shall be described in detail on a change order request form, provided by the City, and which must be authorized in writing by an authorized representative of the City prior to commencing any proposed changes in performance. Contractor shall not be entitled to any additional consideration for changes in performance which were not authorized as contemplated by this Section, nor for the correction of any mistakes attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like.
6. **Withholding Payment for Defective Performance.** The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any of the Payment to the extent that the City reasonably determines such withholding is necessary to protect itself from loss or liability on the account of defective or incomplete performance by Contractor, including but not limited to defective goods or services not remedied, or any other failure to comply with the terms and conditions of this Agreement.
7. **Termination by City.** The City may terminate this Agreement upon ten (10) day written notice to Contractor if, in the sole discretion of the City, Contractor fails to carry out the Work in a satisfactory manner or fails to perform its duties and obligations required by this Agreement, or Contractor has otherwise materially breached this Agreement. The City may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing to the other party written notice of its intent to terminate this Agreement without cause. The notice of termination without cause shall be provided at least sixty (60) calendar days prior to termination.
8. **Termination by Contractor.** The contractor may, in its sole discretion, terminate, suspend, or abandon this Agreement without cause at any time by providing to the other party written notice of its intent to terminate this Agreement without cause. The notice of termination shall be provided at least sixty (60) calendar days prior to termination.
9. **Notice.** All notices, demands and requests required or permitted to be given under this Agreement must be in writing and must be delivered personally (receipted), sent by nationally recognized overnight courier, sent by facsimile (confirmed), or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier. The initial addresses of the Parties shall be:

To the Contractor:

To the City:

AMERICAN FORK CITY
Attn: Director of Public Works
275 East 200 North
American Fork, Utah 84003

Copy to:

AMERICAN FORK CITY
Attn: City Administrator
51 East Main Street
American Fork, Utah, 84003

10. **Independent Contractor.** It is understood that Contractor is an independent contractor under the terms of this Agreement, and each of the Parties shall perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party.

11. **Taxes.**

11.1 Each party shall be solely responsible for any tax liability which it may incur as a result of this Agreement.

11.2 The City is exempt from the payment of any Federal excise or any Utah sales tax (State of Utah Sales Tax Exemption Number: Q41296). Such taxes will not apply to the City, unless otherwise noted in writing by the City. Any price listed by Contractor on a purchase order, or equivalent, must be net, exclusive of taxes. However, when under established trade practices, any Federal excise tax is included in the list price, Contractor may quote the list price and shall show separately the amount of Federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted from any payments made by the City.

12. **Permits.** Contractor agrees to secure all permits and licenses necessary for the performance of the Work to be performed hereunder and to pay all charges and fees required for such permits and licenses.

13. **Compliance.** Contractor agrees to perform all Work in accordance with all applicable federal, municipal, county, state and other local laws, ordinances and regulations. All work shall be performed in accordance with standard principals established for such work and in accordance with the General Specifications and Procedures attached and made part of the Agreement.

14. Indemnification and Insurance.

- 14.1 Contractor shall be solely responsible for any damage or injury which it, or its employees, agents, subcontractors, independent contractors, and the like may cause in the performance of this Agreement. Consequently, to the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City, any subsidiary or affiliate of the City, and its past, present and future agents, representatives, and employees from and against all claims, damages, lawsuits, losses, liabilities, liens, cost, citations, penalties, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of this Agreement, provided that such claims, damages, losses, liabilities, liens, costs, citations, penalties, fines, and expenses are caused in whole or in part by any negligent, grossly negligent, reckless, or intentional act or omission attributable in any way to Contractor, or its employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by Contractor or any subcontractor, or any party for whose acts Contractor may be liable, regardless of whether liability is imposed upon such party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which may otherwise exist in favor of the City. In any and all claims against the City, or any subsidiary or affiliate, or any of its past, present or future agents, representatives, or employees, by Contractor, or its current or former employees, agents, subcontractors, independent contractors, and the like, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by the amount or types of damages, compensations, or benefits payable by or for Contractor, or any subcontractor, worker's compensation acts, disability benefit acts, or other employee benefit acts.
- 14.2 The City shall indemnify and hold harmless Contractor, its subsidiaries, affiliates, agents, shareholders, directors, and employees from and against all damages, costs, liabilities, including reasonable attorneys' fees and expenses, arising from or related to the actions of the City with respect to the subject matter of this Agreement.
- 14.3 Contractor, at its own expense, shall provide for the payment of workers' compensation benefits to its employees employed on or in connection with the performance of this Agreement, and in accordance with applicable State and Federal laws.
- 14.4 Contractor, at its own expense, shall maintain comprehensive general liability insurance, including but not limited to \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$5,000,000 umbrella liability.

- 14.5 Contractor, at its own expense, shall maintain automobile public liability insurance with bodily injury and death limits of at least \$250,000 for any one person, and \$500,000 for any one occurrence, and a property damage limit per occurrence of \$250,000. Such benefits and coverage shall not be deemed to limit Contractor's liability under this Agreement. It is intended by this Section that the requirements set forth herein will satisfy applicable minimum requirements under Utah law. However, in the event that the foregoing requirements do not satisfy applicable Utah law, Contractor must maintain automobile public liability insurance in amounts satisfying applicable Utah law.
- 14.6 Before commencing the Scope of Service, and at any time thereafter upon written request by the City, Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the coverage required by this Agreement are in effect.
- 14.7 All insurance required by this Agreement, with the exception of worker's compensation and employer's liability policies, shall include the City, its directors, officers, agents, and employees as additional insured persons with respect to the activities of Contractor in the performance of this Agreement, or that of its employees, agents, subcontractors, independent contractors, and the like. Any certificate presented as evidence of insurance shall specify the date when such benefits and insurance expire. Unless a different length of time is expressly set forth in this Agreement, Contractor shall maintain any insurance required by this Agreement until after the Scope of Service has been fully performed by Contractor, and subsequently approved and accepted by the City. Contractor shall provide the City with written notice at least sixty (60) days in advance of any cancellation, termination, or material alteration of said policies of insurance.
15. **Authority.** Each individual signing this Agreement warrants and represents that he or she has been authorized by appropriate action of the party which he or she represents and has authority to enter into this Agreement on behalf of the party.
16. **Attorneys' Fees and Costs.** Each party shall bear its own attorneys' fees and costs incurred in connection with the drafting, execution, and performance of this Agreement. However, if any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, legal costs, and other collection fees and costs incurred by the prevailing party in connection with the suit, both before and after the judgment, in addition to any other relief to which such party may be entitled.
17. **Non-Waiver.** No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise thereof, or the exercise of any other right, remedy or power

provided herein or by law or in equity.

18. **Binding Effect.** This Agreement is binding upon the parties and their proper and allowable heirs, legatees, representatives, successors, and assignees.
19. **Assignment.** Neither party may assign this Agreement nor delegate any responsibilities under this Agreement without prior written consent. Any purported assignment or delegation in violation of this Section without prior written consent from the non-assigning party, shall be void and will be considered a material breach of this Agreement.
20. **Amendments.** This Agreement may not be modified, amended, or terminated, except by an instrument in writing.
21. **Time.** Time is of the essence with this Agreement, as well as every term, covenant, and condition contained herein.
22. **Force Majeure.** Neither party shall be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, such as natural catastrophes, governmental acts or omissions, laws or regulations, labor strikes or difficulties, transportation stoppages or slowdowns or the inability to procure parts or materials. If any of these causes continue to prevent or delay performance for more than 180 days, the non-delaying party may terminate this Agreement, effective immediately upon notice to the delaying party.
23. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall, nevertheless, be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.
24. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.
25. **Entire Agreement.** All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement, subject to any implied warranties and conditions imposed upon the parties by Utah law. No other agreements, covenants, representations, or warranties have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

Agreement for Concrete Replacement Services

CITY:
AMERICAN FORK CITY

CONTRACTOR:

By: David Bunker
Its: City Administrator

By: _____
Its: _____

Date: _____

Date: _____

Attest:

City Recorder



Attachment B

American Fork Public Works
275 East 200 North
American Fork, UT 84003
801-763-3050

**American Fork City
Public Works Department
Concrete Contractor**

THIS PAGE MUST BE COMPLETED, PROPERLY SIGNED, AND RETURNED FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE.

CERTIFICATION

I, the undersigned, affirm that this proposal is made on behalf of the below-named individual/company, for whom I have legal authority to commit to the terms and conditions set forth in the RFP and this response, to which I/we agree to be bound if this proposal is found acceptable by American Fork City; and that this proposal is made without any collusion or coercion on the part of any person, firm, corporation, or other entity.

Company Name:		
Address:		
Representative:		
Title:		
Phone:	Fax:	
Email address:		
Insurer:	Policy #:	Coverage Amounts:

Signature of authorized representative:

Date: _____

Attachment C



American Fork Public Works
275 East 200 North
American Fork, UT 84003
801-763-3050

American Fork City
Public Works Department
Concrete Contractor

E-VERIFY CERTIFICATION

WHEREAS, the undersigned proposes to provide services under a contract for American Fork City and the Citizens of American Fork City, County of Utah.

NOW THEREFOR, this _____ day of _____, 2014, the undersigned firm verifies its compliance with Utah Code Ann. § G63-11-103 and 13-47-201, stating affirmatively that the individual, firm, or corporation which is contracting with American Fork City has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in Utah Code Ann. § G63-11-103 and 13-47-201.

The undersigned contractor/firm further agrees that should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with American Fork City, of which this certification is a part, the undersigned contractor/firm will secure from such subcontractor(s) similar verification of compliance with Utah Code Ann. G63-11-103 and 13-47-201. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to American Fork City at the time the subcontractor(s) is retained to perform such services

E-Verify Number _____

{AFFIX CORPORATE SEAL HERE}

Proposer

(Name of sole ownership, corporation or partnership)

(Signature of Authorized Representative)

Title



Attachment D

Minimum Required Bid Items

American Fork Public Works
 275 East 200 North
 American Fork, UT 84003
 801-763-3050

For a responsive bid, write in unit price for each item

Item Number	Description	Quantity	Units	Unit Price	Total Price
1	4" depth Concrete Sidewalk form and pour (includes 4" untreated base course)		SF		
2	6" depth Concrete Sidewalk form and pour (includes 4" untreated base course)		SF		
3	24" Straight Curb and Gutter form and pour (includes 4" untreated base course)		LF		
4	24" Radius Curb and Gutter form and pour (includes 4" untreated base course)		LF		
5	Rolled Gutter form and pour (includes 4" untreated base course)		LF		
6	24" Straight Curb and Gutter Placed with Curb Machine (includes 4" untreated base course)		LF		
7	ADA Ramps form and pour (includes 6" concrete, 6" untreated base course, and truncated domes)		SF		
8	Truncated Dome Pads 2'x 4', Yellow Fiberglass per City Standard		EA		
9	Driveway Apron form and pour (includes 6" concrete and 6" untreated base course)		SF		
10	Driveway Apron form and pour (includes 8" concrete and 8" untreated base course)		SF		
11	Saw Cutting 4" Depth		LF		
12	Saw Cutting 6" Depth		LF		
13	Saw Cutting 8" Depth		LF		
14	Saw Cutting 12" Depth		LF		
15	Concrete grinding/trip hazard removal per inch depth		LF		
16	Demolition and removal of sidewalk		SF		
17	Demolition and removal of curb and gutter		LF		
18	Excavation (including haul off and disposal of material)		SF		
19	Small load fee (less than five yards)		EA		
20	Mobilization per location		EA		
21	Culinary or Secondary Water Valve Collar (including traffic control or plates as required) per City Standards		EA		
22	Sewer or Storm Drain Manhole Collar (including traffic control or plates as required) per City Standards		EA		
23	Testing (Site specific - to be determined by City)				
23A	Compaction		EA		
23B	Air and Slump		EA		
	Material Pricing for Reference Only (Contractor will not be paid separately for materials. Adjustments will be considered when prices increase or decrease by more than 10%)				
24	Granular Borrow/Untreated Base Course		CY		
25	Concrete		CY		
26	Asphalt		TON		

