



CLERK/AUDITOR
Purchasing Department
 2380 Washington Blvd. Ste 320, Ogden, Utah 84401
 Telephone: (801) 399-8856/8868
INVITATION TO BID
 This Is Not An Order

Date 17 Sept 2012
 Req. # 2-261

Annette Jacobs - Purchasing Agent

Please quote prices, F.O.B.
Ogden, Utah

Quotations will be received until **2:00 p.m**
 at the Purchasing Agent's Office
 On : 2 October 2012

By: Annette Jacobs
 ajacobs@co.weber.ut.us

Sealed Bids Must be Marked As Follows:

Sidewalk & Roadway Repairs Project 2 Oct 2012

Engineering 2-261

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Weber County is accepting sealed bids for the Engineering Department. See Attached complete specifications Location: 5950 S Skyline Drive, Uintah, 6175 S 2025 E Cul-de-sac, Uintah, and other various locations in Uintah Remove and replace 30" concrete curb and gutter, complete, Bid Item #1 Remove and replace 5' concrete waterway, complete, Bid Item #2 Remove and replace 6" thick concrete drive approach, 5 locations, complete, Bid Item #3 Remove and replace 4' wide 4" thick concrete sidewalk, complete, Bid Item #4 Remove and replace 4' wide 6" thick concrete sidewalk, complete, Bid Item #5 Remove and replace ADA Ramp, complete, Bid Item #6 A \$20.00 non-refundable fee is required for this project 100% Performance Bond is required on this project. Weber County reserves the right to reject any or all bids and waive any informality or irregularity in any bid or bids, if to do so is in the best interest of the County		<i>(SEE BFO SCHEDULE)</i>
	All discounts must be included in the above unit cost no time limit on discounts	Grand Total	35,359.46

**Delivery Date after receiving:
Order:**

Bids may be faxed prior to bid opening - **FAX#: (801) 399-8683** - and notifying Purchasing Office.
NO BID WILL BE CONSIDERED THAT IS NOT IN AT THE TIME SET FOR BID OPENING.
 Bidders are responsible for reviewing terms and conditions on reverse side.
 Bidders signature on this form acknowledges bidder has read and accepted said terms.

Wasatch West Contractors LLC
 Company

P.O. Box 160442
 Address

CLEARFIELD, UT 84016
 City State Zip

801-979-0457

Telephone Number

dan@wasatchwestllc.com

Email Address

[Signature]
 Authorized Signature Date

12. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal.

12.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-12-302.

2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-12-302 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."

3. The County will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.

4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-12-302.

12.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the County and its officers, employees, agents, representatives and anyone that the County may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.

2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the County shall only be required to indemnify the County for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the County in regard to subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.

13. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any person at the discretion of the County.
14. **TRADE/PROFESSIONAL LICENSING:** The State of Utah requires any person engaging in a construction trade or professional occupation, or acting as, or representing oneself as a contractor or professional for which licensure is required to be licensed before engaging in that trade professional activity. It is unlawful for any unlicensed person to submit a bid for any work for which a license is required. Any person who violates this provision cannot be awarded or accept a contract for the performance of the work.
15. **EMPLOYMENT PRACTICES CLAUSE:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended and Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin, and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place. Bidder must include this provision in every subcontract or purchase order relating to purchases by the County to insure that the subcontractors and vendors are bound by this provision.

DOCUMENT 00400

BID

PART 1 GENERAL

1.1 BID PROPOSAL

- A. After having personally and carefully examined all conditions surrounding the Work and the Contract Documents, the undersigned proposes to furnish all labor, equipment, tools and machinery and to furnish and deliver all materials not specifically mentioned as being furnished by the OWNER, which is required in and about the construction of the Construction Contract known as

Sidewalk and Roadways Repairs Project 2012

- B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule (Document 00410) and understands that quantities for Unit Price Work are not guaranteed.
- C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the OWNER, in an amount equal to the Contract amount conditioned to insure compliance with all requirements of the Contract Documents.
- D. Bid Bond - Not Applicable
- E. The undersigned proposes to execute the attached contract within ten (10) days after the Notice of Award, and to begin work within five (5) days after the Notice to Proceed is issued by the OWNER.
- F. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time or some other portion of the Purchase Order, after Bid opening, the Bidder promises to commence construction prior to or concurrent with the execution of the Purchase Order, if the Agreement Supplement is acceptable to the Bidder.
- G. It is understood that the OWNER has the right to reject this proposal or to accept it at the prices listed in the Bid Schedule.

PART 2 EXECUTION

2.1 BIDDER

- A. The Bidder is as follows

Name: WASATCH WEST CONTRACTING, LLC

Address: P.O. Box 160442

CLEARFIELD, UT 84016

Telephone number: 801-820-5320 / 801-979-0457

Facsimile number: 801-823-2242

Email address: dan@wasatchwestllc.com

Tax identification number: 26-1840004

B. Bidder holds license number 7072115-5501, issued on the 16 day of ~~June~~ July, 2008, by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as a General (B100, E100) Contractor. License renewal date is the 30 day of NOV, 2013.

C. The undersigned hereby acknowledges receipt of the following Addenda.

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(list Addenda numbers here)

2.2 BIDDER'S SUBSCRIPTION

A. Date: 10/2/12

B. Bidder's Signature: 

C. Please print Bidder's name here: DANIEL FUENT

D. Title: MANAGER

END OF DOCUMENT

**DOCUMENT 00410
BID SCHEDULE**

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Price schedules.
- B. Measurement and payment provisions.

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as **Sidewalk and Roadway Repairs Project 2012**

1.3 REFERENCES

- A. APWA Part 14: Payment Procedures.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

- A. This document will be added to the Purchase Order by reference.

PART 2 PRICE SCHEDULES

2.1 GENERAL

- A. Based on the Bidder's own estimate of quantities and costs and submits quantities and prices of items aggregating the Contract Price. The following articles summarize the quantities and prices. Bidder will provide additional breakdown when OWNER is considering Bidder's Bid or authorizing future pay requests.

2.2 BASE BID

- A. Location: The Base Bid covers work on the following locations:
 - 5950S Skyline Drive in Uintah, Utah
 - 6175S 2025 E Cul-de-sac in Uintah, Utah
 - Various other location in Uintah, Utah
- B. The following schedule constitutes the base bid

Schedule 1: Storm Drain Installation

Item No.	Specification Reference Number Classification of Unit Price Work	Quantity Unit	Unit Price	Amount
1	Remove and Replace 30-inch Concrete Curb and Gutter, Complete	415 Linear Feet	\$ 31.80	\$ 13,196.10
2	Remove and Replace 5-foot Concrete Waterway, Complete	85 Linear Feet	\$ 78.18	\$ 6,645.57
3	Remove and Replace 6-inch Thick Concrete Drive Approach, 5 Locations, Complete	525 Square Feet	\$ 13.17	\$ 6,916.86
4	Remove and Replace 4-foot Wide 4-inch Thick Concrete Sidewalk, Complete	208 Linear Feet	\$ 26.76	\$ 5,566.41
5	Remove and Replace 4-foot Wide 6-inch Thick Concrete Sidewalk, Complete	44 Linear Feet	\$ 38.08	\$ 1,675.60
6	Remove and Replace ADA Ramp, Complete	1 Lump Sum	\$ 1358.92	\$ 1358.92
TOTAL BID PRICE				\$ 35,359.46

PART 3 MEASUREMENT AND PAYMENT

3.1 GENERAL

- A. Units of measurement are listed above in the price schedule(s).
- B. Measurement and payment procedures follow APWA Section 01 29 00. *Any measurement and payment procedures included in this document are for the CONTRACTORS convenience are derived from Section 01 29 00 and do not include all specifications from that section which may apply.*
- C. ENGINEER will take all measurements and compute all quantities.
- E. CONTRACTOR will verify measurement and quantities.
- D. CONTRACTOR will provide all equipment, workers, and survey crews.

3.2 MEASUREMENT

- A. Refer to APWA 01 29 00 Article 1.5