



Riverton City Purchasing
12830 South Redwood Rd * Riverton, Utah 84065

Bid No.: CC25-457
(Show this number on envelope)

INVITATION FOR BID

**BEFORE REPLYING TO THIS BID PLEASE READ THE INSTRUCTIONS AND GENERAL PROVISIONS PROVIDED WITH THIS DOCUMENT
REPLIES MUST BE LEGIBLE**

Company: _____ Fed. ID No. _____
Legal Status: Sole Proprietor Non-Profit Corp. Profit Corp. Partnership Gov.
Ordering Address: _____
Contact Person: _____
Phone: _____ Fax: _____
E-Mail: _____
Remit Address: _____
Price Guaranteed Until - Date: _____
Payment Terms: _____ Shipment will be made _____ A.R.O.
Department: Public Works
Requisition Number: N/A
Inquiries Sent To: Craig Calvert
E-Mail: ccalvert@rivertonutah.gov
Phone: 801-208-3130 Date Sent: 6/26/2025

- The item(s) specified on this bid are produced, mined, grown, manufactured, or performed in Utah? Yes ☐ No ☐
IF **No** then where produced, etc.: _____
- bids must include manufacturer's descriptive literature & F.O.B. origin and destination freight cost or freight allowed or they may be rejected.
- Terms of shipment for F.O.B. origin means: Shipper load, carrier count and stow, consignee unload, freight collect!**

RETURN BID TO:

Riverton City

Attn: Purchasing
12830 S Redwood Rd
Riverton, Utah 84065
Email: bid.submittal@rivertoncity.com

Note: Bids will be opened and read publicly at:

2:00 PM On 7/17/25

**THE BID NUMBER LISTED IN THE UPPER
RIGHT-HAND CORNER OF THIS
DOCUMENT MUST BE REFERENCED
WHEN RETURNED.**

Visit the Riverton City Home Page at: www.rivertonutah.gov

FREIGHT INFORMATION:

Shipping point and zip code: _____
National Motor Freight Classification: _____
Shipping Weight: _____

Item(s) and Specifications	Quantity	Unit	Net Unit Price	Extended Price
Bid for the 2025 Overlay Project As per attached: - Bid Notice - Bid Schedule - Contract Terms and Conditions The City has contracted with a contractor to do the Sycamore Glen Detention Basin & Storm Drain Outfall Project. The completion of this project is not until December 15, 2025. Overlay bidders are being notified of this because part of that project includes the Stone Ridge Drive Storm Drain, which includes some of the same roads as are included in the Overlay Project. There may be a chance that the Stone Ridge Drive Storm Drain will be completed; however, if it is not, the City reserves the right to remove the areas that are affected and to reduce the contract amount according to the unit prices on the bid schedule.				-
Total Price, without freight (FOB Origin) \$ _____ -			Total Price, with freight (FOB Destination) \$ _____ -	

Receipt of addendum acknowledgement. Addendum # 1 2 3 4 5 6

The undersigned certifies that the vendor is willing and able to furnish the item(s) specified on this bid!

Vendors Authorized Agent: type or print NAME and TITLE) _____

Signature: _____ Date: _____

Please SIGN IN INK or this bid may be rejected, Your signature indicates you have read and agreed to the Instructions & General Provisions.

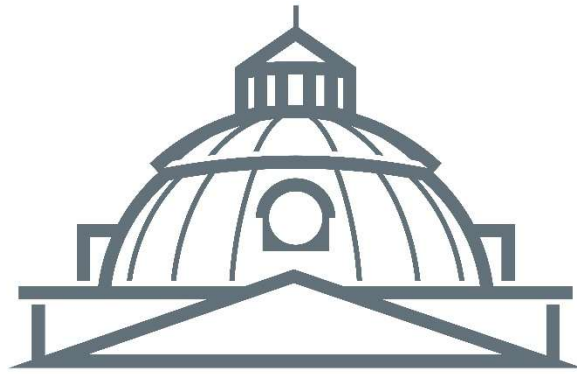
Riverton City
Invitation for Bid #CC25-457
2025 Overlay Project

Riverton City is conducting an Invitation for Bid for the **2025 Overlay Project**. Work on this project includes:

- Removal of existing speed humps
- 23,990 linear feet of 8' wide edge roto-mill
- Placement of approximately 389,100 square feet of 2" asphalt overlay with geotextile fabric.
- Adjust/raise utilities to grade
- Re-stripping of roads
- Other items as specified

Sealed bids will be due by 2:00 pm on July 17, 2025 and may be turned in at the Purchasing Office, located at 12830 South 1700 West, Riverton, Utah 84065, or may be submitted electronically at bid.submittal@rivertoncity.com. Bids submitted after this time will not be accepted. Bids will be opened and read aloud at approximately 2:01 pm. Bidders registered on the plan holder's list, may request to attend the opening via Zoom meeting by sending a request to the purchasing department, ccalvert@rivertonutah.gov.

An electronic format of the bid package may be obtained through the purchasing website.
<https://www.rivertonutah.gov/purchasing/solicitations.php>.



RIVERTON

UTAH

Riverton City Hall:
12830 South Redwood Rd
Riverton, Utah 84065
801-254-0704

Public Works Department:
12526 South 4150 West
Riverton, Utah 84096
801-208-3162

Riverton Water Department:
3323 West Sanborn Drive
Riverton, Utah 84065
801-208-3164

Project #

PW-26004-26

Riverton City
2025 Overlay Project

BID SCHEDULE

PART 1 - GENERAL

1.1 DOCUMENT INCLUDES

- A. Schedules of prices
- B. Measurement and Payment provisions

1.2 CONSTRUCTION PROJECT

- A. Project Name: **Riverton City 2025 Overlay Project**
- B. Project No: **PW-26004-26**
- C. OWNER: Riverton City Corporation, a municipal corporation of the State of Utah, 12830 South Redwood Road, Riverton City, Utah 84065.

1.3 SCHEDULE TO BE ADDED TO THE TERMS AND CONDITIONS

- A. This Bid Schedule will be incorporated into the Term and Conditions by reference.
- B. When alternates are included in the Bid Schedule, Bidder shall provide Bids for the Base Bid and Alternates. Apparent low Bid will be the lowest Total Bid (Base Bid plus Alternates selected by Riverton City). Contract award will be based upon the lowest Total Bid.
- C. Bidder further proposes to accept as full payment for the Work proposed herein in the amounts computed under the provisions of the Contract Documents and based on the unit prices provided in the Bid Proposal, it being expressly understood that the unit prices are independent of the exact quantities involved. Bidder agrees that the unit prices represent the true measure of the labor, materials and services required to furnish and install the item, including all allowances for overhead and profit for each type of work called for in these Contract Documents.
- D. Refer to Measurement and Payment provisions for detailed descriptions of work to be included in each bid item.

PART 2 - PRICE SCHEDULES

2.1 GENERAL

A. Bid Schedule is composed of:

1. Schedule A: BASE BID

B. The Schedules are provided on the pages following this paragraph.

C. Cost of the Work is as follows:

1. Schedule A: Base Bid \$ _____

2. TOTAL \$ _____

D. Payment Procedures: As per APWA Section 01 29 00.

2.2 BID SCHEDULE

SCHEDULE A: Riverton City 2025 Overlay Project						
Item	Section	Description	Qty	Unit	Unit Price	Total Cost
001	01 71 13	Mobilization and Demobilization	1	LS		
002	01 55 26	Traffic Control	1	LS		
003	33 05 14	Lower Manhole for Milling	36	EA		
004	33 05 14	Lower Water Valve for Milling	18	EA		
005	32 01 16.71	Remove Existing Speed Hump	2	EA		
006	32 01 16.71	Asphalt Edge Milling, 8' Wide Pass (Taper Depth 1.5" to 0")	23,990	LF		
007	32 01 16.71	Asphalt Milling, 2" Depth	2,510	SF		
008	31 23 16 32 12 16.13	Soft Spot Repair	60	CY		
009	32 12 16.13	Asphalt Concrete Pavement, PG 58-28-SP-3/8", Level Course	30	TON		
010	32 12 16.13 31 05 19	Asphalt Concrete Pavement, PG 58-28-SP-3/8", 2" Thick Overlay w/ Paving Fabric	389,100	SF		
011	33 05 14	Raise Manhole to Grade	68	EA		
012	33 05 14	Raise Water Valve to Grade	27	EA		
013	33 05 14	Adjust County Survey Monument to Grade	37	EA		
014	32 17 23	4" Double Solid Yellow Line, YELLOW Pavement Marking Paint	50	LF		
015	32 17 23	8" Solid White Line, WHITE Pavement Marking Paint	160	LF		
016	32 17 23	18" Solid White Crosswalk and Stop Lines, WHITE Pavement Marking Paint	620	LF		
017	32 17 23	24" Solid White Crosswalk Line, WHITE Pavement Marking Paint	40	LF		
018	32 17 23	Message, Left Turn Arrow, WHITE Pavement Marking Paint	2	EA		
019	32 17 23	Message, Through and Right Turn Arrow, WHITE Pavement Marking Paint	1	EA		
020	32 17 23	Message, "SCHOOL", WHITE Pavement Marking Paint	3	EA		
021	32 17 23	Message, "KEEP CLEAR", WHITE Pavement Marking Paint	1	EA		
TOTAL SCHEDULE A						

MEASUREMENT AND PAYMENT

2.3 GENERAL

- A. No separate payment will be made for completing items of work not specifically addressed in the Schedule of Pay Items below, and the cost of meeting these requirements shall be incidental to the other contract prices.

2.4 MOBILIZATION AND DEMOBILIZATION (001)

SECTION 01 71 13

- A. Measurement: Lump Sum
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:

1. Mobilization and demobilization of all necessary construction equipment to the site.
2. Installation of temporary facilities.
3. Obtaining a Land Disturbance Permit from the City and complying with it. The City will not charge a fee for the Permit.
4. State UPDES compliance (including creation and implementation of Stormwater Pollution Prevention Plan), obtaining an applicable "NOI", continual maintenance of all control measures, and obtaining an "NOT", and documentation of such to the City.

C. Payment will be made on a percentage basis as follows:

Payment	Percent of Original Contract Amount Earned	Percent of Amount Bid for Mobilization to be Paid
First	5%	40%
Second	15%	20%
Third	40%	30%
Final	95%	10%

2.5 TRAFFIC CONTROL (002)

SECTION 01 55 26

- A. Measurement: Lump Sum.
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:
1. Obtain, and comply with, a Right-of-Way Encroachment Permit from Riverton City. The City will not charge a fee for the Permit.
 2. Preparation and approval of Traffic Control Plans for Riverton City.
 3. Implementation and maintenance of Riverton City Traffic Control Plans.
 4. Coordination with all interested public agencies affected by project-related traffic and pedestrian route alterations (including but not limited to: UDOT, Utah Transit Authority/Paratransit, Jordan School District, Riverton Police Department, Unified Fire Authority, Riverton Hospital).
 5. Maintain pedestrian access and school safe walking route at all times. No work in or adjacent to the safe walking route shall be permitted during safe walking route hours. Removal of route will require Contractor to bus affected students at Contractor's expense until adequate access has been re-established.
 6. Compliance with APWA and/or UDOT Traffic Control specifications as required.
- C. Payment will be made on a percentage basis as follows:

Payment	Amount Paid	When Paid
First	25% of the bid amount	With first estimate
Second	Remaining portion of bid item paid as a percentage of the contract completed	With each estimate

2.6 LOWER MANHOLE FOR MILLING (003)

33 05 14

- A. Measurement: Each
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:
1. Lowering and protection of structure top as required to perform milling.
 2. Preparation of submittals.

3. All testing and documentation necessary for compliance with APWA quality control specifications.

2.7 LOWER WATER VALVE FOR MILLING (004)

33 05 14

- A. Measurement: Each
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:
 1. Lowering and protection of valve and riser as required to perform milling.
 2. Preparation of submittals.
 3. All testing and documentation necessary for compliance with APWA quality control specifications.

2.8 REMOVE EXISTING SPEED HUMP (005)

32 01 16.71

- A. Measurement: Each
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:
 1. Milling, and the removal and proper disposal of milled materials.
 2. Protection of utilities.
 3. Mill speed hump to match the profile of adjacent top of asphalt.

2.9 ASPHALT EDGE MILLING, 8' WIDE PASS (TAPER DEPTH 1.5" TO 0") (006) 32 01 16.71

- A. Measurement: Linear Foot. Plan quantities are estimated. Pay quantities will be determined from field measurements.
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:
 1. Edge milling the areas shown on plans per detail 1, sheet DT-01, and the removal and proper disposal of milled materials.
 2. Protection of utilities.
 3. Coordination with City Representative on beginning and ending milling limits.

2.10 ASPHALT MILLING, 2" DEPTH (007)

32 01 16.71

- A. Measurement: Square Foot. Plan quantities are estimated. Pay quantities will be determined from field measurements.
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:
 1. 2" depth milling in the areas shown on plans, and the removal and proper disposal of milled materials.
 2. Protection of utilities.
 3. Coordination with City Representative on beginning and ending milling limits.

2.11 SOFT SPOT REPAIR (008)

31 23 16, 32 12 16.13

- A. Measurement: Cubic Yard. Plan quantities are estimated. Pay quantities to be determined from measurements performed and accepted by City Representative prior to repair.
- B. Description of work to be performed:

1. Repair soft spots encountered during construction prior to placement of specified pavement section.
 2. Delineate extents of soft spots by proof rolling or other method acceptable to the City Representative.
 3. Upon measurement and acceptance of soft spot extents by City Representative, over-excavate soft spots to a depth approved by the City Representative, and remove and dispose of the excavated material.
 4. Place geotextiles – separation fabric in accordance with Section 31 05 19 at the bottom of over-excavated areas with a minimum overlap of 2 feet at all seam locations.
 5. Place initial layer of granular borrow not exceeding 1 foot (uncompacted depth) to act as a working platform over the soft, wet sub-grade material and separation fabric. Density specifications do not apply to the initial working platform layer. Meet density requirements for granular borrow placed above the initial working platform layer.
 6. Place subsequent layers of granular borrow in accordance with Section 31 05 13 up to the bottom of the existing untreated base course layer. Place, and compact Asphalt Concrete Pavement , PG-58-28-SP-3/8", 3 inches thick / 8" UTBC.
 7. Estimated plan quantities are based on preliminary field review for bidding purposed only. Placement of the actual quantities will be determined by the City Representative. Soft spot repair may be reduced, deleted, or increased from the bid quantities of the contract. The price of the actual quantity will be paid at the contract unit price if any of these situations occur.
- C. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:
1. All work per APWA Sections 31 23 16 and 32 12 16.13 and as described above.
 2. Preparation and acceptance of submittals.
 3. All testing and documentation necessary for compliance with APWA quality control specifications.

2.12 ASPHALT CONCRETE PAVEMENT, PG-58-28-SP-3/8" LEVEL COURSE (009) 32 12 16.13

- A. Measurement: Ton. Plan quantities are estimated. Any placement of level course must be pre-approved by City Representative.
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:
1. Furnish, place, and compact Asphalt Concrete Pavement Level Course, PG-58-28-SP-3/8".
 2. Coordinating and providing property owner access.
 3. No measurement will be made for temporary asphalt concrete pavement (hot or cold) required to facilitate construction or demolition, whether shown in the Contract Documents or not.
 4. No separate measurement or payment will be made for saw cutting.
 5. An asphalt escalator will not be used for this project.
 6. Preparation and approval of submittals.
 7. All testing and documentation necessary for compliance with APWA quality control specifications.

2.13 ASPHALT CONCRETE PAVEMENT, PG-58-28-SP-3/8", 2" THICK OVERLAY W/ PAVING FABRIC (010) 32 12 16.13

- A. Measurement: Square foot. Plan quantities are estimated. Pay quantities will be determined from field measurements.
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:

1. Furnish, place, and compact asphalt concrete pavement overlay, PG-58-28-SP-3/8", 2" thick.
2. Furnish and place roadway paving geotextile, standard duty, per APWA section 31 05 19.
3. Coordinating and providing property owner access.
4. No measurement will be made for temporary asphalt concrete pavement (hot or cold) required to facilitate construction or demolition, whether shown in the Contract Documents or not.
5. No separate measurement or payment will be made for saw cutting.
6. An asphalt escalator will not be used for this project.
7. Preparation and approval of submittals.
8. All testing and documentation necessary for compliance with APWA quality control specifications.

2.14 RAISE MANHOLE TO GRADE (011)

- A. Measurement: Each
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:
 1. Raising of structure top, setting frame and covers to finish grade, and placement of concrete collars per APWA Plan 413 specifications.
 2. Temporary placement of a ¾" steel plate over the manhole during the adjusting to grade process and during the concrete cure time (minimum 7 days).
 3. Excavation, grading, construction of walls and backfilling.
 4. Preparation and approval of submittals.
 5. All testing and documentation necessary for compliance with APWA quality control specifications.

2.15 RAISE WATER VALVE TO GRADE (012)

- A. Measurement: Each
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:
 1. Raising of culinary or secondary water valve to grade per Riverton City Standards and specifications and placement of concrete collars per APWA Plan 574 specifications.
 2. Use of round collars and round lids for culinary valves, and round collars and triangular lids for secondary valves. Contractor to provide secondary triangular lids.
 3. Coordinate with Riverton City Engineering Division on all work.
 4. Preparation and approval of submittals.
 5. All testing and documentation necessary for compliance with APWA and Riverton City quality control specifications.

2.16 ADJUST COUNTY SURVEY MONUMENT TO GRADE (013)

- A. Measurement: Each
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:
 1. Raising of County Survey Monument to grade and placement of concrete collar per Salt Lake County Surveyor and APWA specifications. Place collar per APWA Plan 275.
 2. Obtain Monument Preservation Permit from Salt Lake County Surveyor's Office and comply with permit requirements.
 3. Preparation and approval of submittals.

4. All testing and documentation necessary for compliance with Salt Lake County Surveyor and APWA quality control specifications.

2.17 PAVEMENT MARKING PAINT (LINES) (014 - 017)

32 17 23

- A. Measurement: Linear Foot
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:
 1. Provide and properly place "Alkyd Resin Paint" as directed and according to applicable standards and specifications.
 2. Payment will not be made for pavement markings that are improperly or inaccurately placed.
 3. Pavement markings to conform with MUTCD and APWA standards and specifications.
 4. Preparation and approval of submittals.
 5. All testing and documentation necessary for compliance with APWA quality control specifications.
 6. documentation necessary for compliance with APWA quality control specifications.

2.18 PAVEMENT MARKING PAINT (MESSAGES) (018 - 021)

32 17 23

- A. Measurement: Each
- B. Payment Covers: Payment shall be complete compensation for all labor, tools, materials, equipment, and incidentals required to complete this item, including but not limited to:
 1. Provide and properly place "Alkyd Resin Paint" as directed and according to applicable standards and specifications.
 2. Payment will not be made for pavement markings that are improperly or inaccurately placed.
 3. Pavement markings to conform with MUTCD and APWA standards and specifications.
 4. Preparation and approval of submittals.
 5. All testing and documentation necessary for compliance with APWA quality control specifications.
 6. documentation necessary for compliance with APWA quality control specifications.

END OF DOCUMENT 00 43 00

Invitation for Bid Instructions and General Provisions

"Failure to comply with the following instructions may cause rejection of this bid"

1. Administrative Authority:

The administration of this purchasing process is conducted by the Riverton City Purchasing Agent. No contact of the City Mayor, City Council or any employee in regards to this solicitation other than those listed herein.

2. No Obligation Implied:

This Invitation for Bid implies no obligation on the part of Riverton City.

3. Contract requirements:

Any contract that may arise from this Invitation for Bid is subject to the following Terms and Conditions:

INDEMNIFICATION - The contractor agrees to protect, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims liens, demands and causes of action of every kind and character arising out of performance of the Work by the contractor or by its subcontractors, including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities). The Contractor further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim, demand or cause of action is due solely to the fault of Riverton City and, release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

INDEPENDENT CONTRACT - It is understood and agreed by the parties that the contractor is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Contractor's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

INSURANCE - The contractor agrees to acquire and maintain the appropriate insurance, in the appropriate amounts, for the service(s) provided. This may include, but not limited to workers compensation, liability and errors in omission. Proof of insurance will be provided to the City upon request.

WORKFORCE - The Contractor agrees to register and participate in the Status Verification System 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 the Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

4. Riverton City Reservations:

The right is reserved to cancel this Invitation for Bid or to accept or reject any or all bids, and to waive any informality or technicality in any bid, in the interest of Riverton City. Riverton City reserves the right to award multiple contracts to more than one vendor for the same or similar items. Riverton City reserves the right for an option to renew or extend any contract that may arise from this Invitation for Bid, not to exceed four (4) renewals or extensions. Unless specifically provided for elsewhere in this bid, multiple or alternate bids will not be accepted. The City Mayor and City Council reserves the right to purchase such brands as they desires, irrespective of price. The right is reserved, unless supplier countermands, to increase or decrease the quantity of any item(s) as the bid price. Riverton City reserves the right to cancel any item(s) not delivered after the purchase order issued. Riverton City reserves the right to select some or all of the items from any vendor unless an "all or nothing" statement is included in the bid. Riverton City does not guarantee to make any purchase from this bid. Estimated quantities are for bidding purposes only and are not to be interpreted as a guarantee to purchase any amount.

5. Failure to Respond:

Failure to respond may result in the removal of your firm from the vendor's list for the commodity(s) listed. Unless you advise the Purchasing Agent prior to the bid due date that you desire to receive future invitations to bid on this commodity. Three consecutive no responses will result in removal

6. Bid Preparation:

- A. Fill out this bid form completely filling in all blanks, either in ink or typewritten. All information provided must be legible.
- B. Errors may be crossed out and corrections made in ink or typewritten (no type covers) adjacent and must be initialed in ink by the person signing the bid.
- C. Any manufacturer's name, trade names, brand names or catalog number(s) used in this specification are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive, and bids are invited on these and comparable brands or products by any manufacturer. All items will be evaluated on an **"acceptable substitute"** basis unless stated otherwise, Riverton City determining acceptability.
- D. Price each item separately and extend, unless each item makes up a complete system or a lot price requested. Unit price will govern if there is an error in the extension.
- E. Furnish descriptive literature for each item bid. If a substitute is offered make a full written explanation on the bid as to its brand name, model number etc.
- F. Submit your bid on the documents furnished herein.
- G. Do not bid on items you cannot supply promptly.
- H. Provide information on local availability of parts and service for all items bid and service literature to allow for in-house maintenance and repairs

7. Bid Submittal:

- A. The bid must be signed in ink and delivered to Purchasing by the **"Due Date & Time."** The bid number must appear on the outside of the envelope. **Fax bids will not be accepted.**
- B. Bids, modifications, or corrections received after the closing time on the **"Due Date"** will be considered late.
- C. All purchases are subject to Riverton City purchasing ordinance.

8. Warranties:

Contractor warrants that all equipment, and/or materials, and/or labor that is furnished or performed will be free from defects for a minimum period of twelve (12) months from date of acceptance. Upon notice from the City of any defect during the applicable warranty period, the affected item, parts or work shall be redone, redesigned, repaired or replaced by contractor (at contractor's expense) at a time acceptable to the City.

9. Conformance Warranty:

Vendor warrants the item(s) bid will conform to the description as bid, and applicable specifications, and shall be of good and merchantable quality for the known purpose for which it is sold.

10. Bid Evaluation:

Any item bid is subject to evaluation. Any item which fails to qualify for approval when evaluated shall not be accepted regardless of compliance to bid requirements. Bids **will not be accepted from vendors who require assignment of payment to another agent. Note: Riverton City will only pay the vendor named on the order. Riverton City will not deal with a factor or make payment to such.**

11. Collusion:

The vendor agrees and certifies that there has been no collusion or other anticompetitive practices. If any are suspected among bidders or offerors, a notice of the relevant facts shall be transmitted to the attorney general.

12. Antidiscrimination Act:

The vendor agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit 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, which prohibits discrimination on the basis of handicap. This purchase may be canceled if the vendor fails to comply with the provisions of these laws and regulations. **Vendor must include this provision in every subcontract or purchase order relating to purchases by Riverton City to insure that subcontractors and vendors are bound by this provision.**

TERMS & CONDITIONS



RIVERTON CITY 2025 OVERLAY PROJECT PROJECT NUMBER PW-26004-26

GENERAL

Bidders must meet or exceed all specifications and requirements as set forth in bidding documents. All work must comply with [Riverton City Standard Specifications and Plans](#). Contractor must furnish all equipment, materials, labor, tools, transportation, supplies and incidentals necessary to complete the entire project.

1. AMENDMENTS TO INVITATION FOR BID

Any changes in quantity, specifications, schedules, opening date, corrections, clarifications, etc. will be in the form of an addendum. Addendums will be in writing, will be distributed to all bidders by the purchasing department and will become part of this bid. Any attempts to alter this bid verbally should be ignored.

2. BONDING

Bidders will be required to provide a **bid bond** or certified check, attached to this bid made payable to Riverton City in the amount of not less than five percent (**5%**) of the amount of the bid price. The bid bond or check of the accepted bidder shall be forfeited in the event said bidder fails or refuses to enter into a contract and/or fails to furnish the additional bonds required herein. Checks submitted in lieu of bid bonds from unsuccessful bidders will be returned upon request.

The successful bidder must submit to Riverton City full **performance and payment bonds** in amounts equal to one hundred percent (**100%**) of the contract price. Work cannot begin until bonds have been received by the City. Bonding costs must be included in bid price.

3. CONFLICT WITH SUBMITTALS/INCONSISTENCIES IN CONDITIONS

In the event of conflict with submittals from bidders or inconsistencies in bidding documents, this bid document will take precedence.

4. CONSIDERATION, AWARD AND REJECTION OF BIDS

All bidders must be able to demonstrate that they are responsible, competent contractors with the resources to complete a project of this magnitude and must be prepared to provide documented proof of such upon request including **references and financial statements**. The contractor's past performance history, organization, equipment and demonstrated ability to perform and complete their contracts in the manner and within the time limit specified will be elements along with the dollar amount of the bid which will be considered by the City in the letting of the contract, if any award is made. The City reserves the right to reject any and all bids by reason of this paragraph.

5. CONSTRUCTION DATES/ DEADLINES

Project must be completed by **September 30, 2025**, and must comply with all contract and APWA Specifications.

The anticipated timeframe, or timeline, is as follows:

- City will issue a Notice to Proceed within three (3) business days after the due date.
- Contract time (commencement of work date) begins seven (7) calendar days after the Notice to Proceed Date.
- Work cannot begin until a pre-construction meeting has been held and the following is submitted to the City Purchasing Department.
 - All Required Permits
 - Bonding

TERMS & CONDITIONS



Proof of Insurance
Certificate of employee verification

6. CONTACT

Direct any questions regarding this project to attention Craig Calvert at ccalvert@rivertoncity.com

7. CONTRACT CLAUSES

Any contract arising from this invitation to bid will include the following:

- A. The unilateral right of the City to order written changes in the work and/or time of performance (change order).
- B. Liquidated damages as appropriate.
- C. Specific excusable delays are as follows: if the contractor is delayed by the City by change orders.
- D. The City may terminate the contract for any reason at any time if the contractor fails to perform (default) or if it is in the best interest of the City (convenience).
- E. Reservation to reduce the contract amount. (The City has contracted with a contractor to do the Sycamore Glen Detention Basin & Storm Drain Outfall Project. The completion of this project is not until December 15, 2025. Overlay bidders are being notified of this because part of that project includes the Stone Ridge Drive Storm Drain, which includes some of the same roads as are included in the Overlay Project. There may be a chance that the Stone Ridge Drive Storm Drain will be completed; however, if it is not, the City reserves the right to remove the areas that are affected and to reduce the contract amount according to the unit prices on the bid schedule.)

8. INSPECTIONS

Contractor must be prepared, willing and accommodating to on-site inspection of all work, at any time, by a City representative, during job progress.

9. LIABILITY

Any damages occurring from the execution of the contract, incidental or otherwise, to City or private properties must be repaired, at the contractor's expense, to the owner's satisfaction.

10. INDEMNIFICATION

The contractor agrees to protect, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims liens, demands and causes of action of every kind and character arising out of performance of the Work by the contractor or by its subcontractors, including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities).

The Contractor further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim, demand or cause of action is due solely to the fault of Riverton City and, release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

11. INSURANCE

An ACORD CERTIFICATE must be submitted. The following information must be on the ACORD.

TERMS & CONDITIONS



Description of Operations:

Certificate Holder:

Riverton City, its elected officials, appointed officials, officers, employees and volunteers. Coverage is for all operation performed by or on behalf of the named insured.

REQUIREMENTS:

Workers Compensation insurance, sufficient to cover all employees in the employ during the term of the contract including any renewal thereof must be maintained. Coverage amount should be in the amount required by Utah Workmen's Compensation Laws.

Liability insurance (general and auto) in the amount of \$1,000,000.00 per occurrence with an aggregate of \$2,000,000.00 must be maintained during the term of the contract including renewals.

Insurance needs to include Project Name with the location and description of the project, and the Project Number and Bid Number (if known). Insurance must name as the certificate holder; Riverton City, its elected officials, appointed officials, officers, employees and volunteers. Coverage is for all operations performed by or on behalf of the named insured.

Insurance provided is required to be primary and non-contributory.

Proof of coverage must be provided before work can begin, and the Contractor agrees to provide proof of insurance upon demand by the City throughout the terms of the contract. The insurance must have a 30-day written cancellation notice. If any of the required insurance coverage is cancelled or lapses, the City may at the City's discretion, obtain substitute coverage at reasonable rates. The City may deduct the cost of such coverage, plus 10% for administrative charges, from any monies that are owed to contractor.

Riverton City will assume no liabilities for the contractor including any of the contractor's representatives, employees or properties, and agrees to, at all times, protect, indemnify, defend and hold harmless the City and city employees from any and all claims.

Contractor shall, at all times, keep the work area in a neat, clean, safe and secure condition to avoid the risk of loss, theft, vandalism or sabotage.

Any damages occurring during the completion of this project, incidental or otherwise, to city or adjacent properties must be repaired, at the contractor's expense, to the owner's satisfaction.

12. INDEPENDENT CONTRACT

It is understood and agreed by the parties that the contractor is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Contractor's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

13. WORKFORCE

The Contractor agrees to register and participate in the status verification system 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 the status verification system the employment status of each new employee of the respective contractor or subcontractor.

14. LAWS/CODES

Contractor must abide by all federal, state and local laws including, but not limited to, employment laws such as the *Americans with Disabilities Act* and meet or exceed all applicable building codes and Utah state energy code requirements.

TERMS & CONDITIONS



15. OSHA REQUIREMENTS

Contractor agrees to comply with all OSHA requirements that may be associated with this project. For any OSHA violation that occurs with this project the Contractor agrees to pay any fine assessed to the City and the City will not accept any bids from the contractor on any project for the next year.

16. CONFINED SPACE AGREEMENT

Work performed in City-owned confined spaces will require contractors to:

1. Possess the equipment required for confined space entry.
2. Use employees who are trained in confined space protocol.
3. Comply with Riverton City's Confined Space program policies and procedures and OSHA Standards 29 CFR 1910 and 1926.

17. PERMITS

The Contractor is responsible to obtain the following Riverton City Permits. Permits can be viewed at the following web sites:

1. Encroachment Permit (bonding is a requirement of this permit)
[Encroachment Permit](#)
2. Land Disturbance Permit
[Land Disturbance Permit](#)

The Contractor may also be required to obtain permits from other agencies that may be necessary to complete the project.

18. OPERATION & MAINTENANCE PLAN

For all service contracts, Contractor is responsible to submit a Stormwater Operations and Maintenance Plan (O&M Plan). Before any services are performed, the O&M Plan is required. Failure to comply will result in stoppage of work and liquidated damages may apply.

Submit a copy of the Operation and Maintenance Plan to the Stormwater Division and the Department or Division requesting the service contract.

Instructions for the Operation and Maintenance Plan can be obtained from Tom Beesley, Stormwater Utility Manager; phone number 801-208-3152.

19. LICENSING

Bidders must meet all current licensing requirements of the City, County and State of Utah to do the type of work required under this bid including the proper license classifications with a sufficient monetary limit as established and issued by the division of occupational and professional licensing, state department of commerce. Licensing must be current and valid at the date of bid opening.

20. LIQUIDATED DAMAGES

Time is the essence of the Contract Documents. Contractor agrees that the City will suffer damage or financial loss if the project is not completed by the agreed completion time or within any time extensions that are allowed by written pre-approval. The Contractor and the City agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss or late completion, the Contractor agrees to pay the following sums to the City as liquidated damages and not as a penalty.

TERMS & CONDITIONS



1. Late Time Completion:

Five Hundred dollars and no cents **(\$500.00)** for each day or part thereof that expires after the completion time until the work is accepted as substantially complete.

2. Late Punch List Time:

Punch list items must be completed within **7 calendar days** after the list is delivered. 50% of the amount specified for Late Time Completion for each day or part thereof if the work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery, or received by the Contractor by certified mail.

3. Interruption of Public Services:

No interruption of public services shall be caused by the Contractor, its agents, or employees, without the engineer's prior written approval. The City and Contractor agree that in the event the City suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon the Cities right to recover the full amount of such damages. One thousand dollars and no cents **(\$1,000.00)** for each day or part thereof for any utility interruption caused by the Contractor without prior written authorization.

4. Survey Monuments:

No land survey monument shall be disturbed or moved until the Contractor has obtained a Monument Preservation Permit from the Salt Lake County Surveyor. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of one thousand dollars and no cents **(\$1000.00)** to cover such damage and expense.

Time completion may be applied to individual work sequences throughout the project. If it is determined that there will be a number of completion sequences within the project, the above damages will apply to each sequence. The City shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the City.

21. NOTICE TO PROCEED

Notice to proceed will be in the form of a purchase order from the City purchasing department. Do not proceed without a purchase order.

22. PAYMENT

The city agrees to pay the contractor as the work progresses, but not more than once each month and only upon presentation of an "application and certificate for payment" (AIA document g702) for work performed during the preceding calendar month. **Five percent (5%) of the earned amount shall be retained** from each monthly payment. Final payment (retained amount) will be held by the city until project completion, clean-up, inspection, and approval (signing of the invoice) is made by City Representative. No prepayments or "Draws" against anticipated (future) work will be allowed.

Riverton City reserves the right to make payments with a credit card. If the prices change because of a credit card payment bidder must provide two prices, a price for payment by credit card and a price for payment by check.

23. SUBCONTRACTORS

Riverton City reserves the right to approve or reject any subcontractor. The City will not provide drawings, bidder's lists, etc. to subcontractors or suppliers.

24. SUBMITTALS

TERMS & CONDITIONS



- Complete, sign and return the bid sheet with bid schedule.
- Bid Bond or Cashier's Check.
- Certificate of Non-Collusion and Certificate of Non-Discrimination.
- Acknowledgement of Addendums.

25. TERMS AND CONDITIONS

In the event of breach, the prevailing party will be entitled to attorney's fees, regardless of whether the issue is brought to court. Riverton City requests assignment of rights to recover damages from any antitrust violations.

26. WARRANTY

Contractor warrants all equipment, materials, and labor furnished or performed will be free from defects for a period of twelve (12) months from date of acceptance. The Performance Bond must extend through the warranty period. Upon notice from the City of any defect during the applicable warranty period, the affected item, parts or work shall be redone, redesigned, repaired or replaced by contractor (at contractor's expense). Warranty repairs must be completed within 10 calendar days after notice or a negotiated time that is acceptable to the City. All liquidated damages specified for original work will apply on warranty repairs.