

# REQUEST FOR PROPOSALS

American Fork City



## **Public Works Striping Contract**

RFP # ST201902

Date of Issue: April 11, 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 contractors, “Proposer,” to provide pavement striping services 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 18, 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 four 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 18, 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](mailto: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 pavement striping throughout the City. 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 maintaining pavement markings on City-owned streets or parking lots. The awarded contract or contracts will work directly with the Streets Division on specific striping projects and make certain work is completed according to City standards. They may also work with the other divisions on pavement markings in City-owned parking lots.

## **VIII. SCOPE OF WORK AND TASKS TO BE COMPLETED**

The City wishes to contract with a licensed vendor, to paint standard street markings on various streets located in American Fork, Utah. 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:

- Comply with American Fork Pavement Paint, Striping, and Marking Standard Specifications. Provided as Attachment E.
- 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.
- 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.
- Stenciling MUST match existing markings, which include: 1) both broken and solid 4 and 8 inch longitudinal lines, 2) shoulder markings, word and symbol markings, top lines and crosswalk lines

- **PROJECT CONTROL**
  - **TRAFFIC CONTROL** - The contractor shall provide, place and maintain all necessary barricades, traffic cones, warning signs, lights and other safety devices. All longitudinal markings such as shoulder lines, lane divider lines, etc., shall have traffic cones placed a maximum of 50 feet apart until the paint is sufficiently dry to avoid tracking by automobile tires. The Contractor shall take all necessary precautions for the protection of the work and the safety of the public.
  - The contractor shall submit a right of way permit to the Public Works Department with a traffic control plan prior to the start of construction.
  - **WORKING HOURS** - Work with heavy equipment shall not commence before 7:00 a.m. and shall conclude before 7:00 p.m.
  - **EMERGENCY CONTACTS** - The Contractor shall furnish the City with the names and telephone numbers of at least two responsible representatives of the company. These contacts must be on call at all times in case of emergencies regarding the project during working hours, after hours, weekends, and holidays.
  
- **CONSTRUCTION REQUIREMENTS**
  - **CONSTRUCTION METHODS** - The Contractor shall comply with construction methods outlined in the Standard Specifications. Where placing paint over faded pavement messages, the message shall be placed so as to not extend beyond the traveled lane. All pavement messages shall comply with requirements as listed in the MUTCD and shall be equal to or exceed the existing pavement markings and messages. Stencils MUST be used on all letters, arrows, and longitudinal crosswalks. All directional arrows should be no less than 8 feet in length. New lane lines must match existing lane lines (i.e. broken lane divider lines are to be placed on top of existing so the clear space between lines remain the proper distance.
  - **PRODUCTS** - The materials to be used shall comply with the requirements outlined in Section 2.01 “Alkyd Resin Paint” and Section 2.03 “Glass Beads” of the Standard Specifications.
  - **EQUIPMENT** - The equipment to be used shall comply with the requirements outlined in Section 2.03 of the Standard Specifications.
  - **PREPARATION** - The roadway surfaces to be striped or marked are to be broomed, swept or blown to remove dirt, loose stones or other foreign material prior to any painting operations.
  - **SUBMITTAL** - The Contractor shall make submittal in accordance with Section 1.04 of the Standard Specifications. The contractor shall also submit a report on provided forms showing the number of linear footage of each bid for each street complete.
  - **PROJECT CLEANUP** - The project site and storage site shall be maintained in a safe, clean condition throughout construction. Before final acceptance of the project, any ground occupied by the Contractor in connection with the work shall be cleaned of all rubbish and excess materials.

American Fork City will provide:

- Markings for identification of specific work to be completed
- Design and staking where applicable
- Utility relocation if necessary
- Inspections of the work being completed

**IX. PRICING/COSTS/FEES**

**A. Costs for Work**

- i. 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**

- i. 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:

- A. Page Limit: proposals cannot be more than **10 pages**. Resume documents submitted will not count toward the page limit.
- B. Page Numbering: proposals shall contain page numbers.
- C. Table of Contents: proposals shall contain a table of contents with references to page numbers.
- D. 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.
- E. Sealed and Marked Packaging: proposals shall be sealed and clearly marked “**Public Works Striping Contract**” 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](http://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:

**30 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.

**20 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 PAVEMENT STRIPING 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 pavement striping services of the City-owned pavement; 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 pavement striping services of City-owned pavement, 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 pavement striping services of City-owned pavement. 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 projects is \$100,000.00 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 (see Attachment F of the RFP), 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 Pavement Striping Services*

**CITY:**  
AMERICAN FORK CITY

**CONTRACTOR:**  
\_\_\_\_\_

\_\_\_\_\_  
By: David Bunker  
Its: City Administrator  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
  
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 Striping Contract

**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: <span style="margin-left: 250px;">Fax:</span>
Email address:
Insurer: <span style="margin-left: 100px;">Policy #:</span> <span style="margin-left: 100px;">Coverage Amounts:</span>

Signature of authorized representative:  
\_\_\_\_\_

Date: \_\_\_\_\_

## Attachment C



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

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### American Fork City Public Works Department Striping Contract

#### 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

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

## Minimum Required Bid Items

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

### Road Striping and Legend Work

The Owner reserves the right to reject and/or accept all bids. Bidder agrees to perform all of the work described below for the following unit prices. Figures are to be typewritten or clearly legibly printed in ink. In case of discrepancy between unit price and total amount shown, the unit price shall govern.

**Project #1 City Streets/School Zones**

Item	Description	Quantity	\$/Unit	Total
1	4" Line	441,671 lf.*		\$
2	8" Line	27,907 lf.*		\$
3	12" Line	12,373 lf		
4	School Crosswalks 2ft x 10ft Stencil	510 each		\$
5	School legend ("SCHOOL")	72 each		\$
6	Pedestrian crosswalks	86 each		\$
7	Stop bar	155 each		
8	Stop ahead legend ("STOP AHEAD")	1 each		\$
9	Railroad crossing legend	38 each		\$
10	Speed hump striping	5 each		
11	Left arrow	83 each		\$
12	Right arrow	5 each		
13	Straight / left arrow legend	2 each		
14	Straight / right arrow legend	1 each		
15	Straight arrow legend	7 each		
16	Round about arrows	6 each		
17	Bike lane legend ("BIKE LANE")	17 each		
18	Bike Lane Symbol	50 each		
19	Buffered bike lane chevron	3,300 lf		
20	City parking legend ("CITY PARKING ONLY")	7 each		
21	Parking stall (4" line)	Each		
22	Accessibility parking symbol	Each		

\* This is an approximate figure. The actual amount may be increased/decreased at the discretion of American Fork City. The unit price shall remain the same regardless of any change.

The above prices shall include all labor, materials, tools, equipment, testing, overhead profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished work of the several kinds called for.

Respectfully Submitted:

ATTEST:

By: \_\_\_\_\_  
 Its: \_\_\_\_\_

\_\_\_\_\_

Utah License No.

Date: \_\_\_\_\_



American Fork City  
Public Works Department  
Striping Contract Standard Specifications

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**1 GENERAL**

**1.01 SECTION INCLUDES**

- a. Paints for grade pavement striping
- b. Words and other markings in paint

**1.02 REFERENCES**

- a. AASHTO M247: Standard Specification for Glass Beads used in traffic paint
- b. AASHTO M248: Standard Specification for Ready-Mixed white and yellow traffic paint.
- c. ANSI D6.I: Utah Manual on Uniform Traffic Control Devices for Streets and Highways.
- d. Federal Test Method Standard No. 141: Paint, Varnish, Lacquer and related materials, methods of inspection, sampling and testing.

**1.03 QUALITY ASSURANCE**

- a. Apply striping and markings in accordance with ANSI D6.I
- b. Apply all materials in accordance with manufacturer's and Engineer's directions.

**1.04 SUBMITTALS**

- a. Manufacturer's affidavit certifying paint products meet or exceed material requirements of this section.

**1.05 JOB CONDITIONS**

- a. Apply pavement paintings and markings only when pavement surface is dry and air temperature is above 40, during daylight hours.
- b. Do not apply paints and markings when rain is anticipated within 12 hours.

**2 PRODUCTS**

**2.01 ACRYLIC WATERBORNE TRAFFIC MARKING PAINT**

- a. Fast drying waterborne ready-mixed white or yellow, in accordance with AASHTO M 24.
- b. Paint type shall be VOC Compliant Solvent Based pavement marking paint meeting Federal Specification TT-P-1952E Type II for Low Volatile Organic Compounds (VOC)

**2.02 GLASS BEADS**

- a. Type 1, in accordance with AASHTO M247.

**2.03 PAVEMENT STRIPE MARKING EQUIPMENT**

- a. Apply pavement markings only with equipment manufactured specifically for that purpose and only by workers experienced in operating such equipment.

- b. Locate glass bead applicator directly behind and synchronized with marking applicator. Shield devices properly to avoid application of marking or loss of beads outside designated area.
- c. Use equipment capable of applying a stripe, or stripes of the desired width with a tolerance of plus or minus ¼". The machine shall be equipped with an automatic skip control giving a 10-foot long marked segment and a 30-foot wide gap within a linear tolerance of 6" over that cycle.
- d. Use equipment that operates in the direction of the normal flow of traffic. In areas of "no passing zones", use machine center-line marking.
- e. Provide hand-operated equipment to mark for stop bars, crosswalks, and other areas not readily accessible to the pavement marking machine.

### 3 EXECUTION

#### 3.01 PREPARATION

- a. Where deemed necessary by the Street Department, broom or flush the surface to remove dirt, loose stones or other foreign material immediately prior to applying.
- b. Prior to applying pavement markings, mark roadway between control points established by the Street Department. The Street Department will establish points on tangent at least every 100 feet and at 25-foot long intervals on curves. Maintain the line within 1" of the established control points. Engineer may also designate other pavement striping locations such as stop bars, crosswalks, zebra striping, etc.
- c. Markings that adhere to asphalt concrete or Portland cement concrete by either a pressure sensitive pre-coated adhesive or epoxy cement shall mold to the pavement contours by traffic action at normal pavement temperatures and shall be ready for traffic immediately after application.

#### 3.02 ACRYLIC WATERBORNE PAINT STRIPING

- a. Adjust pavement striping machine to apply paint at the following rates per gallon:
  - 4" solid stripe - at least 310 but not more than 340 LF
  - 4" dashed stripe - at least 1200 but not more than 1320 LF
  - 8" solid stripe - at least 160 but not more than 175 LF
- b. Glass Bead Application Rate: 5.9 to 6.1 pounds per gallon of paint. On the dashed stripe, apply beads on only 5 feet of the 10-foot long painted segment.
- c. Protect the markings until dry by placing approved guarding or warning devices wherever necessary. Remove any markings not authorized or smeared or otherwise damaged, or correct as approved by the Street Department.

#### 3.03 WORDS AND OTHER MARKINGS

- a. Wet sandblast existing or temporary pavement markings that may be confusing. Removal of markings by high pressure water may be approved by the Street Department.
- b. Apply word markings, letters, numerals and symbols with indicator stencils and templates. In the absence of such information all stencils and templates shall be identical to those currently used by owner.

#### 3.04 TEMPORARY PAVEMENT MARKINGS

- a. Renew when stripes and markings have lost 50 percent of their visual effectiveness



# Attachment E

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

## American Fork City Public Works Department Striping Contract Change Order Form

### CONTRACT CHANGE ORDER

**Project:** American Fork City – Striping Services  
**Location:** American Fork City  
**Change Order No.:** \_\_\_\_\_

Date 4/10/19

To:

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes, Quantities, Units, Unit Prices, Change in Completion Schedule, etc.	Decrease In Contract Price	Increase In Contract Price
	Total Decrease		
	Total Increase		
	Net (increase) (decrease)		

The sum of \$ \_\_\_\_\_ is hereby added to the total contract price and the total adjusted contract price to date thereby is \$ \_\_\_\_\_

The time provided for completion in the contract is unchanged. This Document shall become an amendment to the contract & all provisions of the contract will apply hereto.

Accepted by: \_\_\_\_\_  
 Contractor Date

Recommended by: \_\_\_\_\_  
 Project Engineer Date

Approved by: \_\_\_\_\_  
 Owner Date