

TOOELE COUNTY CORPORATION
CONTRACT # 15-08-10

Project Number TC 15-05

**SOLDIER CANYON & OPHIR CANYON
ROADS MAINTENANCE PROJECT**



Tooele County

August 18, 2015

TABLE OF CONTENTS

**TOOELE COUNTY
SOLDIER CANYON & OPHIR CANYON ROADS
MAINTENANCE PROJECT**

Reference Number	Title	No. of Pages
-----------------------------	--------------	-------------------------

INTRODUCTORY INFORMATION

00 01 01	Title Page.....	1
00 01 10	Table of Contents	1

PROCUREMENT/CONTRACTING REQUIREMENTS

	Tooele County Purchasing Terms and Conditions	2
00 40 00	Special Project Conditions.....	6
00 41 00	Bid.....	2
00 43 00	Bid Schedule.....	5
00 52 00	Agreement	1
00 61 13	Performance Bond.....	2
00 61 14	Payment Bond	2
00 72 00	General Conditions.....	80
00 73 03	Modifications to the General Conditions	2

SPECIFICATIONS

01 55 26	Traffic Control.....	2
01 71 13	Mobilization and Demobilization.....	2
02 41 14	Pavement Removal	4
32 01 16.70	Central Plant Recycled Asphaltic Base with Solventless Emulsion	19

END OF TABLE OF CONTENTS

**TOOELE COUNTY PURCHASING
TERMS AND CONDITIONS**

1. **RIGHT TO REJECT:** Tooele County Corp. reserves the right to reject or accept this bid, or any portion thereof, and to reject and call for new bids if their interests or convenience is better served by such a course. If any portion of the above terms are not acceptable it is the bidders responsibility to so state in writing.
2. **PREPARATION OF BIDS:**

(a) Failure to examine any drawings, specifications and instructions will be at bidder's risk, (b) All prices and notations must be printed in ink or typewritten or submitted electronically through the county's designated system. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (c) Price "each item separately. Unit price shall be shown and total price shall be entered for each item bid. (d) Time of delivery is a part of the bid and must be adhered to. (e) Prices quoted are firm for complete delivery of quantities specified. (f) In case of error in extension, unit price will govern. (g) Wherever in these forms and specifications an article or material is defined by using a trade name and/or the name and catalog number of a manufacturer or vendor, the term "or approved equal," if not inserted therewith, shall be implied. It is to be understood that any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired, unless "No Sub" has been entered. In the event "No Sub" is entered, the bid must be for the specified item with no substitution allowed.
3. **SUBMISSION OF BIDS:**

(a) Bids must be signed and in sealed envelopes with the bid number and the bid opening date written on the envelope. Bids may also be submitted electronic copy through the county's designated system and include an electronic signature. (b) Bids and modifications or corrections thereof received after the closing time specified will not be considered. (c) Only Bids submitted on bid forms furnished by the County will be considered unless the request for bid specifies otherwise. Bids transmitted by facsimile machine prior to the closing time specified will be accepted, providing that any documentations or material required to accompany the bid, and that cannot be transmitted by fax, is received within two working days following the closing date of the bid. The County Purchasing Agent must be notified one hour prior to closing time that is specified on the bid, that bid form is being sent by facsimile machine. (d) No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the County unless expressly included and itemized in the bid. (e) By submitting its bid, bidder agrees that all costs associated with preparation of its bid shall be the bidder's sole responsibility and county shall have no obligation to pay bidder's bid preparation costs for any reason whatsoever. (f) Bids that are not signed or submitted electronically or do not include all of the enclosed Terms and Conditions may be deemed non-responsive. (g) Answers to questions that are submitted electronically through the county's designated system may be considered as an addendum to the bid. (h) All bids are to be firm for 90 days from the date of the bid opening, unless other reasonable times are stated as part of the county's specifications. (i) All purchases are made according to county ordinances and purchasing policies.
4. **BONDS:** The County reserves the right to require a bid bond, a payment bond and/or a faithful performance bond from the vendor in an amount not to exceed the amount of the contract.
5. **SAMPLES:** Samples of items, when required must be furnished free of expense to the County and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.
6. **WARRANTY:** Seller warrants that the merchandise will conform to its description and any applicable specifications, shall be of good merchantable quality and for the known purpose for which it is sold. This warranty is in addition to any standard warranty or service guarantee given by Seller to Purchaser.
7. **APPROVAL:** Only purchase orders placed, or contracts that have written approval by the Department of Purchasing and County Commission will be binding upon the Tooele County as result of bid.
8. **AWARD OF CONTRACT:**

(a) Contracts and Purchases will be made or entered into with the responsible bidder making the lowest bid, or best offer meeting specifications, expected quality, and suitability for intended use. Determination of best offer shall be at the sole discretion of the County subject to County's right to reject any or all bids.

(b) Unless the bidder has specified otherwise in this bid by stating that individual unit prices are valid only if all items are accepted by the County, the County may accept any item or group of items of any kind and split or divide the order.

(c) The County reserves the right to reject any or all bids and waive any informality or technicality in bids received in the interest of the county.

(d) The acceptance by the Board of County Commissioners of this quotation shall create a binding and enforceable Contract of Sale with Tooele County, dating from the time of said acceptance, without further action by either party and even though a written purchase order has not been furnished to or received by the successful bidder. Said created Contract of Sale shall include all of the provisions and specifications of the request for quotation, offer, acceptance and purchase order relating thereto. Said contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Utah and the Ordinances of Tooele County and shall not be assignable by the vendor in whole or in part without the written consent of the County.
9. **RIGHT TO WITHDRAW:** The County reserves the right to cancel and/or withdraw this invitation to bid at any time that it shall be in the best interest of the County to do so. If invitation to bid is withdrawn, notice will be mailed to the prospective bidders as soon as possible.
10. **DEBARMENT:** The bidder certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the bidder cannot certify this statement, attach a written explanation for review by Tooele County.
11. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal.

11.1 Status Verification System

1. Each offeror and each person signing on behalf of any offeror certifies as to its own entity, under penalty of perjury, that the named Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees that are employed in the State of Utah in accordance with UCA Section 63G-11-103.
2. The Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with Section 63G-11-103 and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
3. The County will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section.
4. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws including UCA Section 63G-11-103.

11.2 Indemnity Clause for Status Verification System

1. Contractor (includes, but is not limited to any Contractor, Design Professional, Designer or Consultant) shall protect, indemnify and hold harmless, the County and its officers, employees, agents, representatives and anyone that the County may be liable for, against any claim, damages or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
 2. Notwithstanding Section 1. above, Design Professionals or Designers under direct contract with the County shall only be required to indemnify the County for a liability claim that arises out of the design professional's services, unless the liability claim arises from the Design Professional's negligent act, wrongful act, error or omission, or other liability imposed by law except that the design professional shall be required to indemnify the County in regard to subcontractors or sub consultants at any tier that are under the direct or indirect control or responsibility of the Design Professional, and includes all independent contractors, agents, employees or anyone else for whom the Design Professional may be liable at any tier.
12. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not be considered proprietary. Bids submitted may be reviewed and evaluated by any person at the discretion of the County.
 13. **TRADE/PROFESSIONAL LICENSING:** The State of Utah requires any person engaging in a construction trade or professional occupation, or acting as, or representing oneself as a contractor or professional for which licensure is required to be licensed before engaging in that trade professional activity. It is unlawful for any unlicensed person to submit a bid for any work for which a license is required. Any person who violates this provision cannot be awarded or accept a contract for the performance of the work.
 14. **EMPLOYMENT PRACTICES CLAUSE:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended and Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin, and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place. Bidder must include this provision in every subcontract or purchase order relating to purchases by the County to insure that the subcontractors and vendors are bound by this provision.

DOCUMENT 00 40 00
SPECIAL PROJECT CONDITIONS

PROJECT LOCATION: Project maps are attached at the end of this section.

Soldier Canyon Road is located off of Silver Avenue in Stockton, also known as Copper Street, in Tooele County, Utah. The project begins at the baseball field at Roger Street and runs south-southeast to the crossing of Soldier Creek. The distance is approximately 9,000 feet along the road.

Ophir Canyon Road is located off of SR-73 about 4.5 miles southeast of SR-36 in Tooele County, Utah. The project begins at the intersection of SR-73 and runs east-northeast to the end of pavement in Ophir. The distance is approximately 21,500 feet along the road.

PROJECT DESCRIPTION: For Soldier Canyon Road, the work covered by these contract documents generally includes a full-depth mill of the road, and then placing and compacting 3 inches of recycled asphalt approximately two weeks after milling. The width is approximately 20 feet. A staging site will be provided for the materials and mixing plant near the beginning of the project. Tooele County will provide shoulder drainage improvements and work the road base after milling the road. The County will also haul all of the material and place a chip seal at project completion.

For Ophir Canyon Road, the work covered by these contract documents generally includes milling 2 inches of pavement and placing them on the shoulders, and then placing and compacting 3 inches of recycled asphalt. The width is approximately 26 feet. A staging site will be provided for the materials and mixing plant near the beginning of the project. Tooele County will provide shoulder drainage improvements. The County will also haul all of the material and place a chip seal at project completion.

The following is a brief summary of some of the related tasks:

- 1) Scheduling of work shall be approved by the County prior to beginning work on any portions of the project.
- 2) The contractor shall submit a "Traffic Control Plan" for approval prior to beginning work. The traffic control plan shall be in conformance with the Manual on Uniform Traffic Control Devices (MUTCD). The contractor shall furnish, place, and maintain all traffic control signs and devices. Payment for all traffic control measures shall be included in the contract price for the item of "Traffic Control". At no time will more than one lane be closed to traffic. Tooele County will provide a trailer-mounted electronic message board for each road to give notice to the traveling public.
- 3) All existing property access shall be adequately restored to the property owner's satisfaction.

- 4) This project must be completed **30 Calendar Days** following the Notice to Proceed.

CONTRACT TIME: The Contractor shall complete the construction of the project within the contract time set forth in the General Conditions of the Contract. It is agreed that time is of the essence of this contract, and **\$500.00 (Five Hundred Dollars)** per calendar day will be assessed as liquidated damages, not as fine or penalty, until construction is certified by the Engineer as being substantially complete.

INSURANCE REQUIREMENTS: The Information for Bidders Section of the Contract identifies the insurance requirements; these requirements will need to be complied with. The Standard Accord form showing compliance with these minimum requirements will need to be provided prior to the Notice to Proceed being issued.

MEASUREMENT, PAYMENT & WORK QUANTITIES: Measurement and payment for all work shall be as defined in Section 00 43 00 Bid Schedule Part 3. The amount of work to be done or materials to be furnished under the Contract as noted in the Proposal are estimates and are not to be taken as an expressed or implied statement that the actual amount of work or materials will correspond to the estimate. The right is reserved to increase or decrease or to entirely eliminate certain items from the work if found desirable or expedient, and the Contractor is cautioned against unbalancing of his bid by prorating his overhead and profit into one or two items when there are a number of items on the proposal. The overhead, indirect charges and profit should be prorated on all items in the proposal. The Contractor will be allowed no claims for anticipated profits, loss of profits, or for damages because of any differences between the estimated and actual amount of work done, or material finished or used in the completed project.

INSPECTION: All construction work shall be subject to inspection by the County or its representatives. Certain types of construction shall have continuous inspection while others may have only periodic inspections. The Contractor shall notify the County 24 hours before any construction operation is to start so that proper inspections can be made.

On construction requiring continuous inspection, the County shall be notified and no work shall be done without the inspector's approval.

The inspector is not authorized to alter or waive the provisions of the contract. Any changes to the plans and specifications requested by the Contractor must be approved by the County prior to the change. If a change order is necessary, it to, shall be approved prior to the change. It is the Contractor's responsibility to maintain his own foreman on the job site and shall not expect the County Inspector to act as said foreman.

The Contractor shall take appropriate steps to insure that the inspector and County personnel are not subjected to any verbal abuse, name calling, vulgar or offensive language by the employees of the Contractor.

An inspection shall be made by the County after all construction work is completed. Any faulty or defective work shall be corrected by the Contractor within a period of fifteen (15) days of the date of the Inspection Report defining the faulty or defective work.

PUBLIC CONVENIENCE & SAFETY: During the progress of the work, adequate provisions shall be made by the Contractor to accommodate the normal traffic over the road or street being used as to cause a minimum of inconvenience to the public. Means of ingress and egress for occupants of property adjacent to the work, with convenient access to driveway, fields and buildings shall be provided when applicable. The Contractor shall provide and maintain barriers, guards, lights, and temporary bridges, post flaggers and watchmen when and where necessary in order to effectively guard the public from danger involved with the work being done.

TRAFFIC CONTROL: The Contractor shall make his own investigation of the condition of available public and private roads and clearances, restriction, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the work. Except in those areas limited by space, one lane in each direction shall be kept open to traffic at all times. Where space restrictions occur, one lane must be open to traffic at all times. During working hours, flaggers shall be present to make certain traffic flows as smoothly, unless otherwise approved by the County. The Contractor shall take all necessary precautions for protection of the work and safety of the public. Costs for flaggers and other traffic control shall be included in the bid item for Mobilization/Traffic Control.

The Contractor shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights and other safety devices.

The paved area shall be opened to traffic as soon as conditions warrant and as work progresses. The shifting of traffic to one side of the traveled way or the other in order to undertake the work required by the contract shall be accomplished by the use of Type I or Type II barricades, signing, and flagging. These barricades shall be used for both the channelizing tapers and on the section parallel to the traffic lanes which lead into the work area. The immediate work area is to be protected with Type II barricades. For night time operations, all barricades shall be equipped with a flashing yellow light.

During working hours all nonworking equipment, contractors' vehicles, and employees private vehicles shall be parked in such a fashion so as not to interfere with traffic flow. All equipment and materials shall be placed and located in such a manner that traffic channelization is the shortest distance possible.

When access to side roads, or residences homes or driveways shall be blocked, the contractor must give ample advance notice to the residents. If side roads are closed due to construction, detour signs shall be placed to inform the public of the closed road and the detour route.

All signs, procedures and methods used in the control of traffic shall conform to the requirements of the "Manual on Uniform Traffic Control Devices", latest edition, as amended, and with the UDOT Standard Drawing 745-1A,-1B, and 1C.

SANITARY PROVISIONS: The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with all applicable laws, ordinances and regulations pertaining to public health and sanitation.

WORK ON STATE & COUNTY ROADS: The Owner shall obtain all required licenses for construction on State and County Roads, but securing of digging permits and posting of requiring bonds will be the responsibility and at the expense of the Contractor for work related to this Contract.

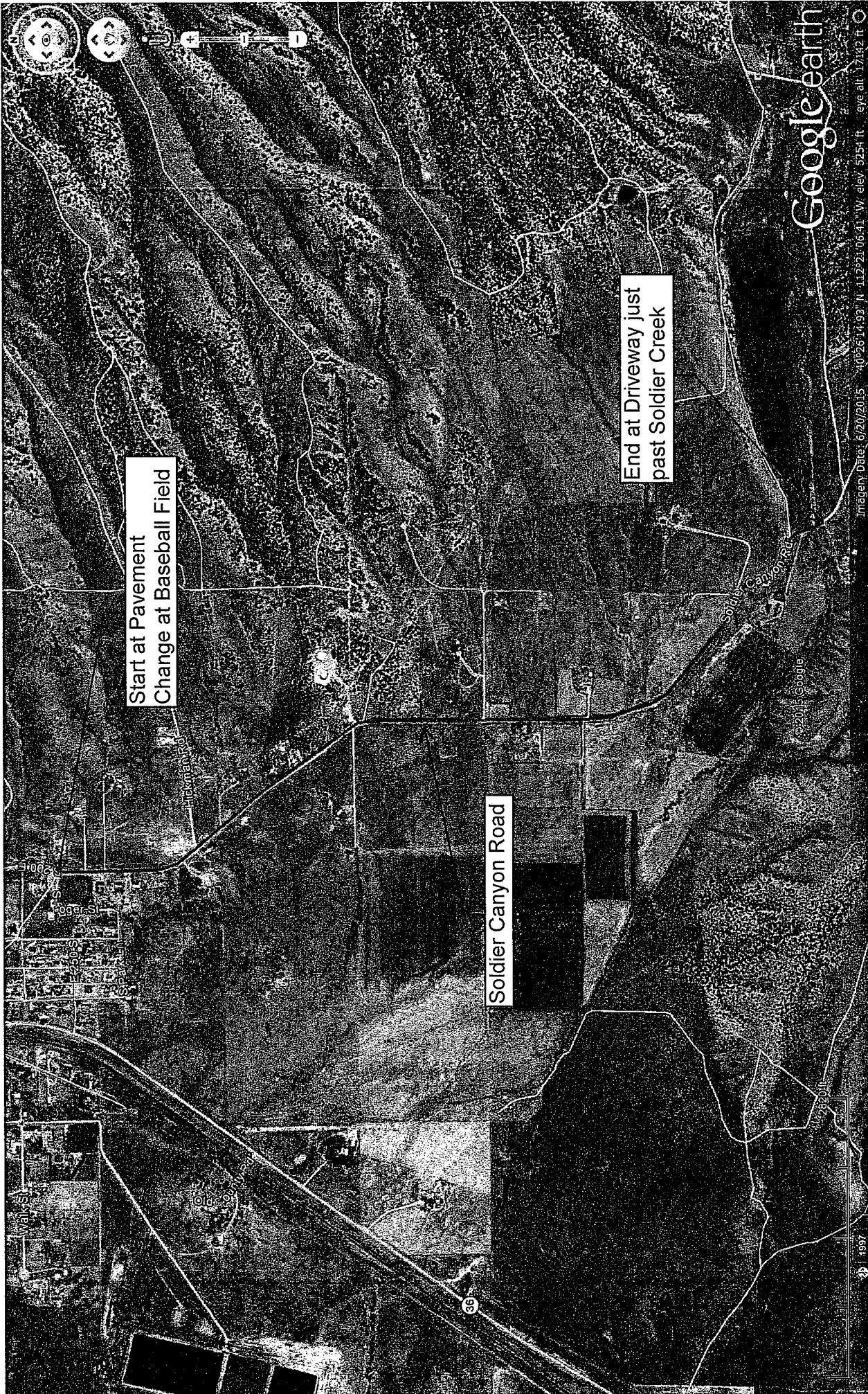
EXISTING UTILITIES: It shall be the responsibility of the Contractor to contact utility companies to determine the exact location of all utilities and their service connections. The Contractor shall make his own investigation as to the location, type, size of existing utilities, their appurtenances and service connections which may be affected by this contract work and shall be responsible for the protection of these utilities. In the event these utilities or service lines are damaged, they shall be repaired at no additional expense to the Owner.

PROTECTION OF EXISTING UTILITIES: The Contractor shall take all reasonable precautions to protect all existing utilities at all times during construction under this contract. Any damage caused by the Contractor or his negligence to existing utilities shall be repaired or replaced at the sole expense of the Contractor.

SURVEY MONUMENTS: All survey monuments and markers shall be protected and preserved by the Contractor. In the event the construction requires the removal and reestablishing of survey monuments or markers, the Contractor shall so inform the County two weeks before disturbing the marker. The County shall accomplish said re-establishment work, with all costs involved being charged to and paid for by the Contractor. Survey monuments shall be marked off to the side of the street in order to be raised at a later time. Contractor shall be responsible for marking of monuments, but monuments shall be raised by others.

SURVEYING AND CONSTRUCTION STAKING: The Contractor shall furnish any necessary Construction Staking.

DUST ABATEMENT: During the performance of work required by these Specifications or any operations appurtenant thereto, whether on right-of-way provided by the County or elsewhere, the Contractor shall furnish all labor, equipment, materials, and means required, and shall carry out proper and efficient measures whenever and as often as necessary to reduce the dust nuisance and to prevent dust which has originated from his operation under these specifications on county right-of-way or elsewhere. The cost of sprinkling or other methods of reducing formation of dust shall be included in the prices bid in the schedules for other items of work.



Start at Pavement
Change at Baseball Field

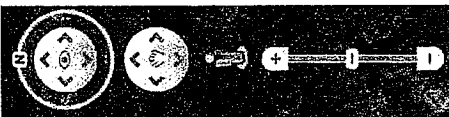
Soldier Canyon Road

End at Driveway just
past Soldier Creek

Google earth

Imagery Date: 6/20/2015 40°26'14.93" N 112°21'06.41" W elev. 5254 ft. eye alt. 17142 ft. ©

© 1997



End at End of Pavement
(Cattle Guard)

Ophir

Ophir Canyon Road

Start at SR-73

©2015 Google

Google earth

Imagery Date: 6/20/2015 40°21'43.51" N 112°16'37.33" W elev: 6840 ft eye alt: 31255 ft

©2015 Google

DOCUMENT 00 41 00
BID

Tooele County Road Department
47 South Main
Tooele, Utah 84074

Date: August 18, 2015

Gentlemen:

The undersigned after having personally and carefully examined the specifications, plans and forms of contract and bond, all of which are made a part hereof, proposes to furnish all labor, equipment, tools, and machinery and to furnish and deliver all materials which are required in and about the construction of the **Soldier Canyon & Ophir Canyon Roads Maintenance Project** in Tooele County, State of Utah for the sum of:

\$ 605,422.00,

Six Hundred Five Thousand Four Hundred Twenty-Two Dollars.

The undersigned further proposes to execute the attached Contract within ten days after the date of the Notice of Award, and to begin work within ten days after being given the Notice to Proceed by Tooele County Road Department, and to complete same by 30 Calendar Days following the Notice to Proceed.

The undersigned also proposes to furnish a bond with the Contract, signed by a surety company satisfactory to the Tooele County Road Department, as surety, in amount equal to the amount of the contract (as determined from the bid prices and estimated quantities listed herein) conditioned to insure that the terms of the Contract and the requirements of the specifications will be fully complied with.

It is understood that the Tooele County Road Department has the right to reject this bid if it is in the best interest of Tooele County.

CONTRACTOR

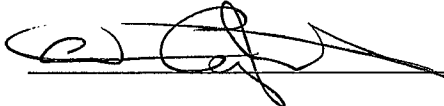
- A. Name: Coughlin Company I, Inc.
- B. Address: 809 E Commerce Drive
St George, UT 84790

- C. Telephone number: 435-634-1266
- D. Facsimile number: 435-674-5119

EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the 24 day of August, 2015.

CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT


A. CONTRACTOR's signature: 

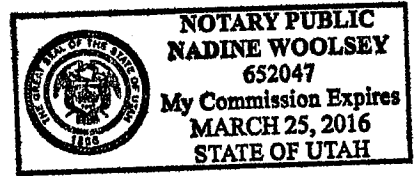
B. Please print name here: Darren Coughlin

C. Title: president

D. CONTRACTOR's Utah license number: 236401-5501

E. Notary Acknowledgement: In the County of Washington, State of Utah, on the 24 day of August, 2015, the foregoing instrument was acknowledged before me Darren Coughlin, president
(person acknowledging and title or representative capacity, if any).


Notary's signature
St George, UT
Residing at
03/25/2016
My commission expires:



Notary's seal

DOCUMENT 00 43 00
BID SCHEDULE

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

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

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as:

**SOLDIER CANYON & OPHIR CANYON ROADS MAINTENANCE
PROJECT**

1.3 REFERENCES

- A. APWA 01 29 00: Payment Procedures.
- B. Document 00 52 00: Agreement.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

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

PART 2 PRICE SCHEDULES (UNIT PRICE)

2.1 GENERAL

- A. Based on the quantities provided in the Bid Schedule the BIDDER is to provide a unit price for all labor, materials, equipment, tools and any necessary incidentals to complete the item.
- B. Payment procedures, APWA 01 29 00.

2.2. BASE BID

- A. Location: Soldier Canyon Road is located off of Silver Avenue in Stockton, also known as Copper Street, in Tooele County, Utah. The project begins at the

baseball field at Roger Street and runs south-southeast to the crossing of Soldier Creek. The distance is approximately 9,000 feet along the road.

Ophir Canyon Road is located off of SR-73 about 4.5 miles southeast of SR-36 in Tooele County, Utah. The project begins at the intersection of SR-73 and runs east-northeast to the end of pavement in Ophir. The distance is approximately 21,500 feet along the road.

- B. Unit Price Amount is to include all work basic to the Contract and necessary to provide the facility complete.
- C. The quantities and units are listed as follows:
 BIDDER to provide a Unit Price for each item (unless it is a Lump Sum Item), a Total Amount for each item and a Bid Schedule Total Price both numerically and written form.
- D. The Bidder agrees to furnish all materials, labor, equipment, tools, services, and necessary incidentals for the construction work in the following Bid Schedule for the Soldier Canyon & Ophir Canyon Roads Maintenance Project as detailed in the Specifications and Drawings for the unit and lump sum prices as described in this Section.

**SOLDIER CANYON & OPHIR CANYON ROADS MAINTENANCE
 PROJECT
 BASE BID**

Item	Specification Reference Number Classification of Work	Quantity Unit	Unit Price	Amount
1	01 71 13 Mobilization / Demobilization / General Conditions / Cleanup	Lump Sum		\$ 29,500.00
2	01 55 26 Traffic Control	Lump Sum		\$ 15,000.00
3	02 41 14 Pulverize Existing Surface	20,000 Square Yard	\$.75	\$ 15,000.00
4	02 41 14 2" Profile Mill onto Shoulder	62,120 Square Yard	\$.70	\$ 43,484.00
5	32 01 16.70 Central Plant RAP Mix w/ Emulsion	12,000 Ton	\$ 34.00	\$ 408,000.00
6	32 01 16.70 Place 3" Central Plant Mix Overlay	82,120 Square Yard	\$ 1.00	\$ 82,120.00
7	32 01 16.70 Surface Seal and Blotter Sand	82,120 Square Yard	\$.15	\$ 12,318.00

BASE BID TOTAL

TOTAL BASE BID AMOUNT \$ 605,422.00

Six Hundred Five Thousand Four Hundred Twenty-Two

Dollars

The above proposal is hereby respectfully submitted by:

Coughlin Company I, Inc.

Contractor

236401-5501

License No.



By

president

Title

236401-5501

Business License No.

Utah Contractors License

Issuing City/County

11/30/2016

Expiration Date

809 E Commerce Drive

Business Address

St George

City

Utah

State

84790

Zip Code

435-634-1266

Telephone

PART 3 MEASUREMENT AND PAYMENT

3.1 GENERAL

- A. Units of measurement are listed above in the price schedule(s).
- B. See measurement and payment procedures in APWA Section 01 29 00.
- C. ENGINEER will take all measurements and compute all quantities.
- D. CONTRACTOR will verify ENGINEER's measurements and computations.
- E. CONTRACTOR will provide all equipment and workers to assist ENGINEER in making measurements.
- F. The term "Lump Sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure, portion of work, or unit is specified "Lump Sum" as the unit of measurement, the unit will include but not be limited to all materials, accessories, tools, protective devices, and all operations and labor necessary to complete the work as shown on the plans and as specified.

DOCUMENT 00 43 12
AGREEMENT

THIS AGREEMENT, made and executed in _____ original counterparts this
24 _____, day of August _____ A.D. 2015 between the Tooele County
Corporation, hereinafter called "Owner", first party, and Coughlin Construction, hereinafter
called "Contractor", second party.

WITNESSETH, that for and in consideration of payments, hereinafter mentioned, to
be made by the Owner, the Contractor agrees to furnish all labor and equipment; to furnish
and deliver all materials not specifically mentioned as being furnished by the Owner and to
do and perform all work in the construction of the **Soldier Canyon & Ophir Canyon Roads
Maintenance Project** in Tooele County, State of Utah for the approximate sum of

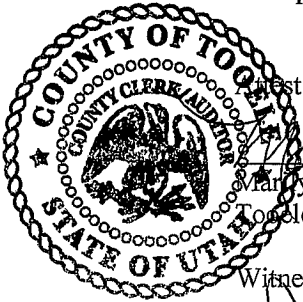
Six Hundred Five Thousand Four Hundred Twenty-Two _____ Dollars

(\$ 605,422.00 _____).

The Contractor further covenants and agrees that all of said work and labor shall be
done and performed in the best and most workmanlike manner and in strict conformity with
the plans, and specifications. The said plans and specifications and the notice to contractors,
instruction to bidders, the proposal, special provisions and contract bond are hereby made a
part of this agreement as fully and to the same effect as if the same had been set forth at
length herein.

In consideration of the foregoing premises, Tooele County agrees to pay to
Contractor in the manner and in the amount provided in the said specification and proposal.

IN WITNESS WHEREOF, the parties hereto have subscribed their names through
their proper officers thereunto duly authorized as of the day and year first above written.



Marylyn Gillette
Tooele County Clerk

Witnesses

Witness

Approved as to form:
Scott Broadhead, Tooele County Attorney

TOOELE COUNTY

Wade Bitner
Tooele County Commission Chairman

Coughlin Construction
By Darren J. Coughlin, Owner

236401-5501

Utah Contractor License Number