

**IRON COUNTY
ROAD DEPARTMENT**

**CRUSH AND STOCKPILE
UNTREATED BASE COURSE AGGREGATE**

**SPECIFICATIONS
AND
BIDDING DOCUMENTS**

SUBMISSION DUE

**AUGUST 30, 2024 BY 5:00 PM
IRON COUNTY ENGINEER'S OFFICE
82 N 100 E, STE 104, CEDAR CITY**

BIDS TO BE OPENED

**SEPTEMBER 3, 2024 AT 9:30 AM
IRON COUNTY BUILDING/ZONING CONF. RM.
82 N 100 E, STE 102, CEDAR CITY**

PROJECT COMPLETION DATE

NOVEMBER 15, 2024

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NOTICE TO CONTRACTORS

Notice is hereby given that the Iron County Engineer will receive sealed bids until the hour of 5:00 pm, August 30, 2024, at the office of the Iron County Engineer located at 82 N 100 E, Suite 104, Cedar City, Utah 84720.

Bids are for the crushing and stockpiling of Untreated Base Course Aggregate at two locations for a total of approximately 40,000 cubic yards, as follows: **Site 1)** Approximately 20,000 cubic yards located at the Iron County Road Department yard on Kitty Hawk Road, and **Site 2)** Approximately 20,000 cubic yards at the Iron County Landfill on Iron Springs Road.

Bids to be opened and read aloud to the public at or about 9:30 am on September 3, 2024 in the Iron County Building/Zoning Conference Room.

Bidding Documents and Specifications are available online at ironcounty.net (on the home page), on the Utah State Public Notice Website, at the office of the Iron County Engineer (82 N 100 E, Suite 104, Cedar city, Utah) or at the office of the Iron County Clerk (68 S 100 E, Parowan, Utah). There is a \$10.00 fee if a printed packet is requested from the Engineer's office or Clerk's office, none of which is refundable.

The aggregate gradation shall be a 1-inch maximum gradation (see page 5 of the packet) and 60% fractured. Note: Iron County owns the aggregate source.

The Iron County Engineer reserves the right to reject any or all bids, to make the award in the considered best interest of the county, and to waive any irregularities or informalities in any bid in the considered best interest of the County.



Richard Wilson.
Iron County Engineer

PROJECT SCOPE

The scope of this project is to crush and stockpile Untreated Base Course Aggregate Material at two locations for a total of approximately 40,000 cubic yards, as follows:

- Site 1)* Approximately 20,000 cubic yards located at the Iron County Road Department yard on Kitty Hawk Road, and
- Site 2)* Approximately 20,000 cubic yards at the Iron County Landfill on Iron Springs Road.

The material gradation shall be the 1-inch maximum gradation (see page 5 of this document) and 60% fractured.

East stockpile must be uniform quantity so that the engineer with typical effort can make testing measurements.

The County Engineer and/or County Public Works Director reserves the right to increase or decrease the total volume of material based upon the bid unit price at either or both sites.

INFORMATION AND INSTRUCTIONS TO BIDDERS

1. It is required that all blank spaces of the bid form be filled in correctly and completely. On the bidding schedule, unit prices shall be typed or written in ink in both words and numerals. The bidder shall sign the bidding schedule where indicated, as to individual, partnership, or corporation, whichever is applicable.
2. All papers bound herewith are necessary parts of the bidding and contract documents. Papers and pages must not be detached nor separated herefrom. No alterations will be allowed. Non-compliance of this item may be grounds for rejecting the bid.
3. Joint ventures will be considered by the County Engineer only when a letter asking for permission to joint venture the project is included with the sealed bid.
4. The construction contractor must have a current Utah State Contractor's license. The contractor must also be experienced and qualified to accomplish the work involved in this project.
5. A 5% bid bond is required to assure that the bid is made in good faith.
6. There is no separate item for mobilization. The cost to mobilize the necessary equipment, to clear, strip, and prepare the site for the necessary crushing, to stockpile the crushed aggregate, and to crush the aggregate shall all be included in the unit cost to complete all the items required in this proposal.
7. The successful contractor will be required to furnish a 100% performance bond and a 100% payment bond to Iron County before beginning the project. These bonding costs shall also be included in the unit cost as per item 6 above.
8. The Contractor shall be registered with the Utah State Industrial Commission and carry the required Workman's Compensation insurance. A certificate of said policy shall be furnished to Iron County before beginning work on the project.
9. The contractor shall also carry sufficient liability and accident insurance to protect the county and the county employees from any liability claims, which may result from the contractor's actions and/or inactions, and the contractor shall hold the county and the county employees harmless. The contractor shall also furnish a certificate of said policy to the county before beginning work on the project. The insurance shall cover all operations under the contract whether performed by the contractor, subcontractor, or partner.
10. Contractors are expected to visit the site themselves and form their own opinions of what will be required for the crushing operations. Contractors may make investigations for their own information if they so desire. Holes must be backfilled and cleaned up the same day so Iron County will not be damaged by or liable from actions of contractor investigations.

11. The stockpiles must be placed on a base that has been cleared of all brush, rubbish and weeds. The prepared base shall be cross-sectioned by the engineer before any crushed material will be placed thereon. It is to both Iron County's and the contractors benefit that the stockpiles are uniform to simplify cross sectioning by the county engineer in order to determine an accurate quantity of cubic yards for final payment. The final payment quantity shall be for cubic yards in the stockpiles. No extra consideration shall be given for the density of the stockpile, for its moisture content or for the method of construction of the stockpile.
12. Iron County will require the materials area, where this contractor has worked, to be cleaned up. This means that the maximum slopes shall be 3:1. The costs of said cleanup shall be included in the bid unit price for the crushed aggregate and the chips.
13. If there is an owner of a material source in this vicinity and they are interested in this project, they may submit a bid as per these specifications if said material source is approved by the Iron County Engineer prior to the bid opening. If they choose to use their source of material, the cost of said material must be included in the unit price of their bid. Cleanup of their own pit shall be left to their own discretion. The stockpiled material must be secured by a locked gate and a perimeter fence.
14. Hours of operations must be within the following timeframes:
Monday through Saturday, 7:00 am to 6:00 pm.
15. Mark the face of the envelope containing the sealed bid and related documents plainly:

Bid submission to the Iron County Engineer:

CRUSH AND STOCKPILE
UNTREATED BASE COURSE AGGREGATE

Submission Deadline—August 30, 2024, 5:00 pm

Bids to be Opened—September 3, 2024 9:30 am
16. All of the above and foregoing information and instructions to bidders are hereby made a part of the contract and the bid documents and specifications and all shall be binding upon the bidders and contractor.

STANDARD SPECIFICATIONS

IRON COUNTY ROAD BASE STANDARD		
Sieve Size	% Passing Weight	Fractured
1 Inch	100	60% minimum
½ Inch	77-93	30% minimum
No. 4	47-62	
No. 16	27-37	
No. 200	9-15	

BID

**CRUSH AND STOCKPILE
UNTREATED BASE COURSE AGGREGATE**

Iron County Engineer
82 N 100 E, Ste 104
Cedar City, UT 84720

Dear Iron County Engineer:

The undersigned, after having personally and carefully examined the materials site for this project, the Specifications, Information to Bidders, Forms of Contract and Bonds, all of which are made a part hereof, propose to furnish all labor, equipment, tools, machinery and other items which are applicable to the crushing and stockpiling operations of approximately:

Approximately 40,000 cubic yards of Untreated Base Course Aggregate at the specified location(s) for the unit price of:

Site 1: County Road Dept. Yard [Per cubic yard of 1-inch max gradation (20,000 cu. yds. x unit price)]

_____ Dollars (\$) _____)

Site 2: County [Per cubic yard of 1-inch max gradation (20,000 cu. yds. x unit price)]

_____ Dollars (\$) _____)

Grand Total:

_____ Dollars (\$) _____)

.....
The undersigned proposes to execute the attached contract within five days after the date of the bid award. The start date will be coordinated between Iron County and the successful bidder who will be required to provide a project schedule (i.e. GANTT chart). The expected completion date of the project is November 15, 2024.

The undersigned will furnish all bonds with this contract, signed by a surety company satisfactory to the County as surety, in the amount equal to the amount of the contract and conditioned to insure that the terms of the contract and the requirements of the specifications will be fully complied with and satisfied.

A five percent (5%) bid bond is enclosed herewith.

It is understood that Iron County has the right to reject this bid or to accept it at the above price.

By: _____
(Name of Company)

Federal Tax Identification
No. _____

Signed: _____
(Legal Representative)

Attest: _____

CONTRACT

This agreement, made and entered into this _____ day of _____ 2024, between Iron County, a Utah Body Politic, hereafter called the "County", first party and _____ hereinafter called the "Contractor", second party, of _____ (address).

Witnesseth that for and in consideration of payments hereinafter mentioned, to be made by the County, the Contractor agrees to furnish all labor, equipment, tools, fuel, machinery, etc. and other items necessary to perform the work to complete the crushing and stockpiling of:

Approximately 40,000 cubic yards of Untreated Base Course Aggregate at the specified location(s) for the unit price of:

Site 1: County Road Dept. Yard [Per cubic yard of 1-inch max gradation (20,000 cu. yds. x unit price)]

_____ Dollars (\$) _____)

Site 2: County [Per cubic yard of 1-inch max gradation (20,000 cu. yds. x unit price)]

_____ Dollars (\$) _____)

Grand Total:

_____ Dollars (\$) _____)

The Contractor further agrees and covenants that all work and labor, as applicable, shall be done and performed in the best and most competent manner, and in strict compliance with the specifications, and to complete the project by November 15, 2024.

The said Specifications, Notice to Contractors, Information to Bidders, Bid, Bonds and Certificates of Insurance are hereby made a part of this agreement as fully and to the same extent as if such had been set forth at length herein.

In consideration of the foregoing items, County agrees to pay the Contractor in the manner and in the amounts provided in the bid documents.

In witness whereof, the parties have here subscribed their names through their proper officers thereunto duly elected and authorized as of the day, month and year first written above.

(Iron County Commissioner)

(date)

(Contractor)

(date)

ATTEST:

By: _____

Title: _____

(SEAL)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT: that

(Name and Address of Contractor)

a _____ hereinafter called PRINCIPAL
(Corporation), (Partnership) or (Individual)

and _____
(Name and Address of Surety)

Hereinafter called SURETY, are held and firmly bound unto:

IRON COUNTY Address of Owner: 68 S 100 E, Parowan, UT 84761
(Name and Address of Owner)

Hereinafter called OWNER, in the total aggregate penal sum of

_____ Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____. A copy of which is hereto attached and made a part hereof for the construction of:

Crushing and Stockpiling approximately 40,000 cubic yards of
Untreated Base Course Aggregate

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor cost incurred in such WORK whether by a SUBCONTRACTOR or otherwise, and to any mechanic or material-man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

Cont'd

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed that last of the work or labor, or furnished that last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage paid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separated amendments hereto, upon amendment to the AGREEMENT not increasing the AGREEMENT price more than twenty (20) percent, so as to bind the PRINCIPAL and SURETY to the full and faithful performance of the AGREEMENT as amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the AGREEMENT, of the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each of which shall be deemed an original, this _____ day of _____, 20 ____.

ATTEST:

Name: _____ Principal: _____

Title: _____ By: _____

Title: _____

Address: _____

(SEAL)

Witness as to Principal: _____

Address: _____

ATTEST: (Witness as to SURETY)

Name: _____ By: _____

Title: _____ Title: _____

Attorney-in-Fact

Address: _____ Address: _____

(SEAL)

Notes: 1. Date of Bond must not be prior to date of CONTRACT. If Contractor is a partnership, all Partners should execute BOND. 2. SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Utah.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT: that

Name and Address of Contractor

a _____ hereinafter called
Corporation, Partnership or Individual

PRINCIPAL and

Name and Address of SURETY

Hereinafter called SURETY, are held and firmly bound unto

IRON COUNTY Address of Owner: 68 S 100 E, Parowan, UT 84761

Name and Address of Owner

Hereinafter called OWNER, in the total aggregate penal sum of

_____ Dollars (\$ _____)

in lawful money of the United States, for the payment of which sum will truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Crushing and Stockpiling approximately 40,000 cubic yards of
Untreated Base Course Aggregate

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully performed its duties, all the undertakings, covenants, terms, conditions, and agreements of said AGREEMENT during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one-year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for the value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract.

Cont'd

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separated amendments hereto, upon amendment to the AGREEMENT not increasing the AGREEMENT price more than twenty (20) percent, so as to bind the PRINCIPAL and surety to the full and faithful performance of the AGREEMENT as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the AGREEMENT, of the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR and the PRINCIPAL shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each of which shall be deemed an original, this _____ day of _____, 20__.

ATTEST:

Name: _____ Principal: _____

Title: _____ By: _____

Title: _____

Address: _____

(SEAL)

Witness as to Principal: _____

Address: _____

ATTEST: (Witness as to SURETY)

Name: _____ By: _____

Title: _____ Title: _____

(Attorney-in-Fact)

Address: _____ Address: _____

(SEAL)

Notes: 1. Date of Bond must not be prior to date of CONTRACT. If Contractor is a partnership, all Partners should execute BOND. 2. SURETY companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Utah.