FI84 9/96
Division of Finance

CONTRACT # 069141

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Dept. of Transportation (Agency Name) | 810 (Agency Code) | Proc./Richfield District (Division) referred to as STATE and the following:

CONTRACTOR Searle Trucking Inc (Name)
1025 South 630 East (Address)
Spanish Fork (City) | UT (State) | 84660 (Zip Code)
Steve Searle (Contact Person) | (801) 360-8385 (Phone Number)
870376264 (Federal ID#) | 01938J (Vendor Number) | 75077000684 (Commodity Code(s))

LEGAL STATUS OF CONTRACTOR
- ____ Sole Proprietor
- ____ Non-Profit Corporation
- X For-Profit Corporation
- ____ Partnership
- ____ Government Agency

2. CONTRACT TYPE AND PURPOSE:

This is a requirements contract to provide the State with seal coat cover material. A performance bond in the amount of $8,447.40 is required.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid TO6005, Requisition # 810 66000000059, FY 2006.

4. CONTRACT PERIOD: Effective date 03 - March - 2006. Termination date 02 - March - 2007, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) None.

5. CONTRACT COSTS: This is a requirements contract. See Attachment C for pricing.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Scope of Work.
ATTACHMENT C: Itemized Price List.
ATTACHMENT D: Special Terms and Conditions.
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # TO6005 dated 22 - Feb. - 2006.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR
SEE ATTACHED
Contractor's Signature
MARVELL H SEARLE
Contractor's Name
OWNER
Title

STATE OF UTAH
Tracy Conti, Operations Engineer
MAR 23 2006
Director, Division of Purchasing
CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE MAR 24 2006
Director, Division of Finance

Debra Boulton	(801) 965-4070	(801) 965-4073	dboulton@utah.gov
Agency Contact Person	Phone Number	Fax Number	Email Address

REC'D APR 04 2006

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
http://www.purchasing.state.ut.us

Invitation to Bid

Solicitation Number: **TO6005**

Due Date: **02/22/06 @ 5:00 P.M.**

Date Sent: February 2, 2006

Agency Contract

Goods and services to be purchased: **SEAL COAT COVER MATERIAL**

Must Complete

Company Name: Seale Sealing, Inc		Federal Tax Identification Number: 87-0376264	
Ordering Address: 1025 So 630 E	City: Sp Lake, Ut	State:	Zip Code: 84660
Remittance Address (if different from ordering address):	City:	State:	Zip Code:
Type: ☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Company Contact Person: Steve Seale - 360-8385		
Telephone Number (include area code): 801-798-6960	Fax Number (include area code):		
Company's Internet Web Address:	Email Address:		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered): Net 30 days	Days Required for Delivery After Receipt of Order (see attached for any required minimums):		

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, Terms and Conditions, and specifications. Please review all documents carefully before completing.

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes ✓ No____. If no, enter where produced, etc._____

Offeror's Authorized Representative's Signature: Marvell H. Seale	Date: 2-13-06
Type or Print Name: Marvell H Seale	Position or Title: Owner

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.

7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of 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, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.

11. **DEBARMENT:** The Contractor 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 Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.

12. **TERMINATION**: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **NON APPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION::** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.

18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.

19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).

20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.

22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.

23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

24. **PROCUREMENT ETHICS::** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).

25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

SECTION 02785P
COVER MATERIAL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Supply and stockpile Cover Material of 100 per cent crushed slag or crushed natural aggregates.

1.2 RELATED SECTIONS

A. Section 01455: Materials Quality Requirements

1.3 REFERENCES

A. AASHTO T 11: Materials Finer Than 75 m (No. 200) Sieve in Mineral Aggregates by Washing.

B. AASHTO T 19: Unit Weight and Voids in Aggregate.

C. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates.

D. AASHTO T 96: Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine.

E. AASHTO T 104: Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.

F. AASHTO T 278: Surface Frictional Properties Using the British Pendulum Tester.

G. AASHTO T 279: Accelerated Polishing of Aggregates Using the British Wheel.

H. ASTM D 5821: Determining the Percentage of Fractured Particles in Coarse Aggregate.

I. UDOT 945: Dynamic Stripping Test of Bitumen-Aggregate Mixtures.

1.4 MEASUREMENT PROCEDURES

A. Measure cover material by the cubic yard.

B. Pay by either:
   1. Payment made on individual completed stockpiles, or
   2. Payment at the unit bid price per cubic yard as computed from supplier provided weight tickets.

C. Unless otherwise approved by the Engineer, convert from pounds to cubic yards as follows:

(Net pounds on weigh tickets)/(Pounds per cubic foot x 27)

EXAMPLE: $\frac{(40,000)}{(77.5x27)}$ = 19.12 cubic yards pay quantity

Where (27) is the number of cubic feet in a cubic yard.

1. Net pounds on weigh ticket: the material including moisture, weighed in the delivery truck.
2. Pounds per cubic foot: loose material weight of material being loaded and weighed. (Shoveling procedure)

D. UDOT Materials Lab closest to each source determines the weight per cubic foot used in all districts/regions.

1.5 SOURCE QUALITY CONTROL - COVER MATERIAL

A. Department samples at frequency according to Table 1.

Table 1

Stockpiles - Samples and Tests	
Lot Quantity (cubic yards)	**Number of Samples**
Lot ≤ 2000	5
1200 < Lot < 2000	4
Lot ≤ 1200	3

B. The Department samples for acceptance either at the project stockpile or at the source of supply. If material previously accepted at the source is suspect when delivered to the project or stockpile, the Department may retest and accept or reject the material as per section 01455.

1.6 PAYMENT PROCEDURES

A. Pay accepted quantities at the contract unit price.

B. Pay by either:
1. Pay on individual completed stockpiles, or
2. Pay at the unit bid price per cubic yard as computed from supplier provided weight tickets.

C. Minimum pay factor Table 2 determines adjusted unit price.

Table 2

Cover Material Acceptance Schedule For Gradation (Percent passing)				
Sieve Gradation Size	Pay Factor*	Acceptance Band Type A	Acceptance Band Type B	Acceptance Band Type C
	Cover Material	Average of Tests	Average of Tests	Average of Tests
1/2 inch	1.00	100.0		100.0
	0.95	99.0		99.0
	0.90	98.0		98.0
	0.85	97.0		97.0
	Reject	< 96.9		<96.9
3/8 inch	1.00	85.0 - 100		70.0 - 90.0
	0.95	84.0 - 84.9		69.5 - 91.5
	0.90	83.0 - 83.9		69.2 - 92.0
	0.85	82.0 - 82.9		68.0 - 92.0
	Reject	< 81.9		<67.9 and >92.1
No. 4	1.00	0 - 20	100.0	0 - 5.0
	0.95	20.1 - 21	99.0	5.1 - 5.5
	0.90	21.1 - 22	98.0	5.6 - 6.0
	0.85	22.1 - 23	97.0	6.1 - 7.0
	Reject	> 23.1	< 96.9	> 7.1
No. 8	1.00	0 - 5	85.0 - 100	0.0 - 3.0
	0.95	5.1 - 5.5	84.0 - 84.9	3.1 - 3.5
	0.90	5.6 - 6.0	83.0 - 83.9	3.6 - 4.0
	0.85	6.1 - 7.0	82.0 - 82.9	4.1 - 5.0
	Reject	> 7.1	< 81.9	> 5.1
No. 16	1.00		10.0 - 25.0	
	0.95		9.5 - 25.5	
	0.90		9.0 - 26.0	
	0.85		8.5 - 26.5	
	Reject		< 8.4 and > 26.6	
No. 50	1.00		0.0 - 5.0	
	0.95		5.1 - 5.5	
	0.90		5.6 - 6.0	
	0.85		6.1 - 7.0	
	Reject		> 7.1	
No. 200	1.00	0.0 - 1.0	0.0 - 2.0	0.0 - 1.0
	0.75	1.1 - 1.5	2.1 - 2.5	1.1 - 1.5
	0.50	1.6 - 2.0	2.6 - 3.0	1.6 - 2.0
	Reject	>2.1	> 3.1	>2.1

* use the lowest individual pay factor for combined gradation

PART 2 PRODUCTS

2.1 COVER MATERIAL

A. Use crusher processed virgin aggregate consisting of natural stone, gravel, or slag meeting the requirements of Table 3.

Table 3

Chip Seal Cover Material Properties		
Unit Weight	AASHTO T 19	100 lb/ft^3, max
One Fractured Face	ASTM D 5821	95 per cent min.
Two Fractured Faces	ASTM D 5821	90 per cent min.
LA wear, see Note 1	AASHTO T 96	30 per cent max.
Soundness	AASHTO T 104	10 per cent max.
Stripping, see Note 1	Materials MOI 8-945	10 per cent max.
Polishing, see Note 1	AASHTO T 278, T 279	31 min.
Note 1: The Department has the right to waive this requirement if the aggregates have proven acceptable through successful past performance as determined by the Engineer.		

B. Grade with the following limits shown in Table 4 to meet the specified test standard in AASHTO T 11 and T 27.

Table 4

Sieve Size	**Percent Passing**		
	Type A	**Type B**	**Type C**
1/2 inch	100		100
3/8 inch	85-100		70-90
No. 4	0-20	100	0-5
No. 8	0-5	85-100	0-3
No. 16		10-25	
No. 50		0-5	
No. 200	0-1	0-2	0-1

PART 3. EXECUTION

3.1 DELIVERY

A. Deliver between the hours of 7:00 AM and 3:00 PM Monday through Thursday.

3.2 STOCKPILING

A. Stockpile at locations designated by the Department.

B. Stockpile Methods:

1. **Method 1** Stockpile by butting loads
   a. Use end dumps, end dumps and pups, or belly dumps.
   b. Butt end dump loads one against the other in such a manner to occupy as small a total stockpile area as possible.
   c. If supplier uses belly dumps or pups push up the stockpile to a uniform 10-foot height. Maintain stockpile height using supplier-provided equipment.
   d. If the Engineer is not satisfied with stockpiling, supplier reshapes the stockpile to an acceptable configuration.
   e. If Department personnel reshape the stockpile, Department deducts reshaping cost from amounts due supplier.

2. **Method 2** Stockpile by supplier furnished loader.
   a. Use end dumps, end dumps and pups, or belly dumps.
   b. Buck up and place load using supplier-furnished loader and operator.
   c. Build and buck up stockpiles to a uniform 10-foot height.
   d. If the Department is not satisfied with the stockpiling, supplier reshapes stockpile to an acceptable configuration.
   e. If Department personnel reshape the stockpile, Department deducts reshaping cost from amounts due supplier.

3. **Method 3** Department shapes pile.
   a. Use end dumps, end dumps and pups, or belly dumps.
   b. Department shapes stockpile.

END OF SECTION

Changes

May 2, 2003 Corrected lot size Table 4

Nov 7, 2003 Revised 3.2.B Stockpiling Corrected typography and format

Dec. 8, 2003 Removed 1.3.H Elongated Particle test, and revised 2.1.A Table 2 to remove mention of elongates

March 8, 2004 – Revised 3.1, moved 2.2 to 1.5, renumbered tables

January 31, 2005 - Typographical Corrections

ATTACHMENT C: ITEMIZED PRICE LIST

DESCRIPTION	DELIVER TO	CONTACT	UNIT PRICE
Type C Cover Material	SR89 MP278.06 Mt Pleasant	Robert Dowell 435-896-1300	$ 21.66/cu yd

NOTE: STOCKPILE METHOD 2

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT ACCEPTANCE**: At the time the bid form is signed by the offeror, the signature of that offeror will be used as a legally binding signature if awarded the contract. When signed by the Division of Purchasing and a Utah Department of Transportation representative and assigned a contract number, this document will become a legally binding contract with the offeror for the contract period specified.

2. **QUANTITY OR AMOUNT ESTIMATES**: This is a requirements contract with the STATE. Estimated contract amounts/quantities are for bidding purpose only and are not to be construed as a guarantee to purchase any service or specific amount. UDOT may order from another vendor, supplies/services available under this contract in order to meet nonrecurring or special needs, when approved by the UDOT Procurement or the UDOT Procurement Supervisor.

3. **WAGES**: The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.

4. **PRICING**: The Contractor agrees that the prices bid on the materials in this contract shall be guaranteed for a period of one (1) year.

   ANY CHANGE REQUEST ON PRICES OR SPECIFICATIONS MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY REQUEST FOR CHANGE ON PRICES OR SPECIFICATIONS MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

5. **INVOICING**: The Contractor shall submit invoices to the Utah Department of Transportation, Region Four, 1345 South 350 West, Richfield 84701.

6. **NON-COMPETE CLAUSE**: The Contractor represents its officers and employees are free to contract with the state and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. A Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State will evaluate whether to continue with contract execution. The State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A - Standards Terms and Conditions and will not provide the specified notice to the Contractor.

7. **DELIVERY**: Material to be delivered by the vendor to the designated stockpile sites. Delivery of the material to be no later than May 8, 2006.

The Contractor shall make arrangements for delivery with the local Station Supervisor at least twenty-four hours prior to delivery to obtain clearance to the stockpile areas, coordinate daily delivery of weight tickets, and coordinate load counts.

If a pup is used, it shall be weighed separate from the end dump truck and shall indicate all information required for truck weight tickets.

Deliveries will be accepted only during the normal working day, 8:00 am to 4:00 pm, Monday through Thursday, except for State holidays, and it will be necessary for either the Station Supervisor or a designated agent to sign the delivery receipt.

The Contractor shall have proper authority from the Public Service Commission to haul this material. Any delivery exceeding maximum legal load shall be referred to the proper enforcement agency with the State paying the legal limit amount only.

8. **CERTIFIED WEIGHT TICKETS**: The Contractor shall provide certified weight tickets to determine the amount of material for payment. Certified weight tickets are imprinted automatically by the weight scale or as approved by the UDOT Engineer. Each weight ticket shall show the date, destination, size gravel and Contractor's name in addition to the imprinted weights.

9. **CONDITIONS OF NON-COMPLIANCE**: Upon delivery, if the material is out-of-specification, the Contractor shall replace the material within ten (10) days of notification of non-compliance. If the material is not replaced within ten (10) days, the State will obtain material from the next low responsive, responsible bidder. The costs in excess of the Contractor's bid price shall be the responsibility of the forfeiting Contractor.

10. **LIQUIDATED DAMAGES**: Material that does not meet specifications shall be corrected or removed from the stockpile area. Correction or replacement of out- of-specification material must be accomplished prior to the completion date specified in the contract.

If the designated amount of material which meets specification is not in the stockpile on the completion day, liquidated damages in the amount of one hundred dollars ($100.00) per calendar day will be assessed and shall be deducted from money due the Contractor.

11. **PERFORMANCE BOND**: At the time the contract is executed, the Contractor shall provide a performance and payment bond amounting to fifteen percent (15%) of the bid amount guaranteeing performance, product and payment.