

Lava Ranch Property Owners Association

Request for Proposal

Lava Ranch Property Owners Association (LRPOA) in Lava Hot Springs, Idaho; is seeking proposals for summer road maintenance and repair for the 2011 season. Work shall include brush removal, grading existing gravel roads, provide and deliver gravel to various locations, widening of roads, cut drainage ditches and installing culverts if needed as directed by the LRPOA road representative; within the existing development, as well as other miscellaneous construction services, as ordered.

1.1 LOCATION AND OPENING OF PROPOSALS

- A. Sealed proposals will be received by Lava Ranch Board of Directors Treasurer, at 3189 North Higley Road, Ogden, Utah 84404 until 1:00PM local prevailing time, as conclusively established by the clock at the Bid Opening location, on May 31st 2011. Proposals received after 1:00 PM will not be accepted. Proposals will be publicly opened and read in the following Board Meeting on June 1st 2011 by the President of the Lava Ranch Board of Directors.

1.2 RIGHT TO REJECT PROPOSALS

- A. The Board of LRPOA reserves the right to reject any or all proposals, or to waive any informality or technicality in any proposal if deemed to be in the best interest of the LRPOA.

1.3 VALIDITY PERIOD FOR PROPOSALS

- A. Proposals shall remain valid for 60 days after the date of opening. Contractor's who withdraw their proposal after the day of opening shall be considered non-responsive, and may be removed from future consideration. The successful Contractor will be expected to enter into an agreement with the LRPOA for a period of time ending on or about June 20, 2012.

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1.4 GOVERNING LAWS AND REGULATIONS

- A. Contractors on this work will be subject to the applicable provisions of all federal rules, laws, regulations, and/or orders.
- B. At the time of the solicitation, and the signing of the Agreement, and at all times during the Work, Contractor shall be properly licensed and/or registered to do the Work, and shall be in compliance with the license laws of the State of Idaho, City of Lava Hot Springs, and Bannock County.

1.5 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. In General: Contractors are permitted to converse with the Owner's representative having knowledge of the Project, Plans, Specifications, Material Sites, or conditions generally prevailing in the area of the Project to aid in preparing proposals. LRPOA is not bound by any statements or representations made by their representative before the opening or award of the Construction Contract, nor for any assumptions or conclusions reached by a prospective Contractor as a result of such communication unless issued by Addendum to all prospective contractors.
- B. Site, Access To: The lands upon which the work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the Contractor in performing the work are identified in the provided map marked "Addendum 1" Lava Ranch Roads and Easements. All additional off-site lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by the Contractor.
- C. Contract Documents: The submission of a proposal will constitute an incontrovertible representation by the Contractor that the Contractor has complied with every requirement of this Request for Proposal; that without exception, the proposal is premised upon performing and furnishing the work required by the request for proposals; and, that the Request for Proposal documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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- D. Contractor Obligations: The submission of a proposal constitutes acknowledgement that the Contractor has complied with all requirements and instructions. It is the responsibility of each Contractor before submitting a proposal to:
1. Examine the Request for Proposal thoroughly;
 2. Visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work;
 3. Consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance, or furnishing of the Work;
 4. Study and carefully correlate Contractor observations with the Request for Proposal; and
 5. Identify and notify Owner in writing of all specific conflicts, errors or discrepancies in the Request for Proposal, or if Contractor doubts their meanings. The failure or omission of any Contractor to receive or examine any form, instrument, Addendum, or other document, visit the site, become acquainted with the conditions there existing, shall in no way relieve any Contractor from obligations with respect to Contractor proposal or to the Construction Contract.
- E. Deviations from the Terms of the Request for Proposals: LRPOA will not accept any deviations whatsoever from the printed terms of the Agreement, and the Request for Proposal, except by Addendum or Change Order.

2.1 INTERPRETATIONS AND ADDENDA

- A. All requests for interpretation of the Request for Proposal shall be made in writing and delivered to the Board of LRPOA no later than 7 calendar days prior to the opening of proposals. If required, the Board will send written interpretation to all persons receiving a Request for Proposal.

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- B. Documents in the form of a written Addendum. If the Contractors request for interpretation is not responded to by the LRPOA Board, the Contractor shall not rely on any interpretation in the request which is contrary to the intent and terms of the Request for Proposal.
- C. LRPOA will not be responsible for any explanations or interpretations, except those duly issued in the form of written addenda.
- D. Addenda may also be issued to modify the Request for Proposal as deemed advisable by the LRPOA and its board.
- E. Any Addenda so issued in accordance with the terms set forth in Section 2.1 Paragraph G., shall be deemed to be included in the Proposal. All Addenda shall become part of the Contract Documents.
- F. Except to postpone the Proposal opening, no Addenda shall be issued within 48 hours of the Proposal opening.

2.2 PROPOSAL FORM

- A. Proposal Form shall be used to submit all Proposals.
- B. Proposals by corporations must be executed in the corporate name by the President or Vice President. If any other corporate officer executes the bid, authority to sign must be submitted.
- C. Proposals by limited partnerships must be executed in the limited partnership name by a general partner, whose title and official partnership address must be shown.
- D. Proposals by limited liability companies must be executed in the limited liability company name by a manager, if the company is manager-managed, or by a member, if the company is member-managed, in each case, title must be shown. Authority to sign (i.e. relevant excerpts of either the articles of organization or operating agreement) must be submitted.

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- E. Proposals by general partnerships must be executed in the partnership name by a partner, whose title must be shown.
- F. All names must be typed or printed under or near the signature.
- G. The Proposal shall contain an acknowledgement of receipt of all Addenda. The Addenda numbers must be filled in on the Proposal form.
- H. The Contractor's address, telephone number, and facsimile number for communications regarding the Proposal must be shown on the first page of the Proposal form.
- I. The Contractor shall make no stipulations or alterations on the Proposal forms. The complete Request for proposal (excluding drawings) shall be submitted as part of the Contractor's Proposal.

2.3 PROPOSAL SCHEDULE

- A. Any work or material which is specified in the Request for Proposal or which is necessary because of the nature of the Work, but which is not listed separately in the Proposal Schedule shall not be measured or paid for separately. The cost of such work or material shall be considered as included in the Contract Price.
- B. All blanks on the proposal Schedule must be completed in ink or by typewriter. If applicable, furnish both the unit and the unit costs for each item. Numbers shall be stated in figures, and the signature of all persons signing shall be in longhand.
- C. Any corrections, alterations or erasures made by the Contractor on the Proposal Schedule shall be initialed in ink by the Contractor.
- D. All work and material provided for this project shall be considered for compensation when on site and ready to perform the purpose for which it is being compensated. No allowance for compensation shall be made for loss of time or material that is not the direct result of the actions of LRPOA or their representative.

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- E. It is understood that work will be performed under the direction of the LRPOA Board representative. All invoices for work accomplished will be submitted on a weekly basis to the LRPOA Board representative for approval for payment. A monthly statement recapping the weekly invoices will be sent to the treasurer of LRPOA at 3189 North Higley Road, Ogden, Utah 84404. Unauthorized work will not be compensated.

2.4 SUBMISSION OF PROPOSALS

- A. Proposals shall be submitted at the time and place indicated. Proposals should be enclosed in an opaque sealed envelope, marked with the Project Title, the name and address of the Contractor, and the date and opening time for the Proposal. If the proposal is sent through the mail or other delivery system, the sealed envelope should be enclosed in a separate envelope with the notation: "PROPOSAL ENCLOSED" on the face of it. It is the sole responsibility of the Contractor to deliver the proposal before the scheduled time.
- B. Alternate proposals will be considered providing they comply with all provisions of this Request for Proposal.
- C. No oral, telegraphic, telephonic, facsimile or late proposals will be considered.

2.5 MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

- A. At any time prior to the opening of Proposals, the proposal may be modified or withdrawn if a written notice of the modification or withdrawal, as the case may be, is signed by the Contractor and delivered to the place where the Proposal is to be submitted.
- B. Within two business days after the Proposals are opened, any Contractor may file notice with the LRPOA Board that there was a substantial mistake made in the preparation of its Proposal. The Contractor may withdraw his Proposal without penalty at that time.

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2.6 OPENING OF PROPOSALS

- A. Proposals will be opened and read aloud, unless obviously non-responsive, in a scheduled LRPOA board meeting on June 1st 2011. An abstract of the amounts of the base schedule of prices and any alternate schedules will be made available for review after the opening of Proposals.
- B. Any Proposals received after the time specified in the Request for Proposals will be returned unopened.

2.7 PROPOSALS SUBJECT TO ACCEPTANCE FOR 60 DAYS

- A. All proposals remain subject to acceptance for 60 days after the date of the opening.

2.8 NONDISCRIMINATION IN EMPLOYMENT

- A. Work under this proposal will obligate the Contractor and Subcontractors to avoid discrimination in employment practices.

3.1 EVALUATION OF PROPOSALS

- A. LRPOA Board reserves the right to reject any and all proposals; to waive minor informalities in the Proposal Schedule and elsewhere, so long as the informalities do not affect the Request for Proposal documents or render the Proposal non-compliant; to negotiate and agree to contract terms with the successful Contractor; and to disregard non-conforming, non-responsive, unbalanced, or conditional Proposals.
- B. LRPAOA Board reserves the right to reject any Proposal if they believe it would not be in the best interest of the Project or the LRPOA to make an award to that Contractor. Such rejection may be because the Proposal is not responsive, or the Contractor is unqualified or of doubtful ability, or the Contractor's Resident Superintendent is unqualified or of doubtful ability, or the Proposal or Contractor fails to meet any other pertinent standard or criteria established by LRPOA Board.

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- C. LRPOA Board will consider the qualifications of the Contractor (whether or not the Proposal complies with the prescribed requirements) and such alternates, unit prices and other data, as may be requested in the Proposal Form, Proposal Schedule, or written requests issued prior to LRPOA's Board Notice of Intent to Award the Construction Contract.
- D. LRPOA Board may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work.
- E. To establish qualifications of Contractor, the LRPOA Board may request data and conduct such investigations as deemed appropriate.
- F. If the Construction Contract is to be awarded, it will be awarded to the most responsive, lowest, qualified, responsible Contractor as determined by the LRPOA Board. Alternates may be accepted depending upon availability of LRPOA funds. Proposal alternates will be considered in determining the most responsive, lowest, qualified, and responsible Contractor.
- G. LRPOA Board will evaluate Proposal Schedules as follows:
 - 1. LRPOA Board will resolve discrepancies in the multiplication of quantities of Work items and unit prices in favor of the unit price.
 - 2. Prices written out in words shall govern over prices written out in number.
 - 2.2. LRPOA Board will resolve discrepancies between the indicated sum of any column of figures and the correct sum thereof in favor of the correct sum.

3.2 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- A. Contractor shall not subcontract more than 50 percent of the dollar value of the total contemplated Work (exclusive of the supply of materials and equipment to be incorporated in the Work) without LRPOA Board's written approval.

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- B. Contractor shall notify LRPOA Board and provide the name and contact information of all vendors or Sub-contractors who provide any goods, services, or rentals used on this project prior to the delivery of these goods, services or rentals.

3.3 SIGNING OF AGREEMENT

- A. Within 30 days after the LRPOA Board gives Notice of Intent to Award the Construction Contract to the successful Contractor, the Contractor shall pick up, sign and return the required number of copies of the Agreement and attached documents to LRPOA Board. A minimum of 3 originals will be signed. One executed original will be returned to the Contractor.

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PROPOSAL FORM

Part I. General

1.1 Contractor Information

A.	Name:	
B.	Address:	
C.	Telephone:	
D.	E-Mail Address	
E..	Facsimile #:	
F.	Tax I.D. #:	
G.	Contractor #: (Idaho)	
Contractor number has been issued by the State of Idaho, and licensed to practice as a:		
Expiration Date of License:		

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Proposal Contract

1.1 Proposal Contract

A. Lava Ranch Property Owner Association (LRPOA) 2011-2012 Road Maintenance.

1.2 Addenda

A. Contractor hereby acknowledges receipt of the following Addenda.

Addendum 1 Lava Ranch Roads and Easements.

Addendum 2 Gravel Surfaced Roadways Standards.

2.1 REPRESENTATION OF CONTRACTOR

A. In submitting this Proposal, Contractor represents, as more fully set forth in the Request for Proposal.

1. Nature of the work: Contractor has become familiar with the nature and extent of the Request for Proposal, work, site, locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
2. Underground Utilities: Contractor has reviewed and checked all information and data shown or indicated on the Request for Proposal with respect to existing Underground Facilities at or contiguous to the site. Contractor agrees to repair any underground utilities damaged by the Contractors activities at no additional cost to the LRPOA or its Board. Contractor further agrees to reimburse the LRPOA any costs incurred by the LRPOA that result from damage to underground utilities as a result of the Contractors activities.
3. Contractor Investigation: Contractor has correlated the results of all observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Request for Proposal Documents.

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4. Discrepancy Resolutions: Contractor has given LRPOA Board, written notice of all conflicts, errors, or discrepancies that Contractor has discovered in the Request for Proposals, and acknowledges that all written resolutions thereof, issued by LRPOA Board prior to Proposal opening are acceptable to Contractor.

3.1 REPRESENTATION REGARDING ETHICAL STANDARDS FOR ASSOCIATION OFFICERS:

A. Contractor represents that it has not:

1. Provided an illegal gift or payoff to a member of the LRPOA Board, Officer, or his or her relative or business entity.
2. Retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business.
3. Knowingly breached any of the ethical standards set forth in the LRPOA By-Laws and Restrictive Covenants.
4. Knowingly influenced, and hereby promises that it will not knowingly influence a LRPOA Officer to breach any of the ethical standards set forth in the LRPOA By-Laws and Restrictive Covenants.

4.1 RIGHTS AT CONTRACT AWARD PERTAINING TO THE LAVA RANCH PROPERTY OWNERS ASSOCIATION AND REPRESENTATIVE BOARD

- A. Contractor agrees LRPOA and its Board has the right to reject this Proposal, or to award the Work or any part thereof to the undersigned at the prices stipulated. Contractor agrees to make no claim for damages for such rejection or award.
- B. If the Proposal is accepted, the LRPOA Board will notify Contractor of LRPOA intent to award the Contract to the Contractor.

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5.1 PROPOSAL PRICING

- A. Contractor will complete the Work for the prices listed in the Proposal Schedule. Contractor agrees that quantities for Unit Price Work are not guaranteed.

Description of Work	Unit	Unit Price
Road Gravel delivered to locations as specified by the LRPOA Road Representative	Per cubic yard	
10 Wheel Dump Truck. Haul 8" Minus	Per Hour	
10 Wheel Dump Truck – Haul 60" minus boulders	Per Hour	
Rubber Tire Loader Backhoe	Per Hour	
Hydraulic Excavator. Indicate size below:	Per Hour	
Road Grader. Indicate size below	Per Hour	
Brush Hog	Per Hour	
Water Truck	Per Hour	
Vibratory Compactor / Roller	Per Hour	
ADS drainage pipe 15 inch min. smooth inside	Per Foot	

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Description of Work	Unit	Unit Price
LIST OTHER SERVICES PROPOSED WITH COST BREAKDOWN BELOW:		

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2.1 Prices

A. Unit Prices

1. Unit Price amounts include full compensation for furnishing all labor, materials, products, tools, equipment, transportation, services and incidentals; erection, application or installation of any item of the Work; overhead and profit, and doing all work shown on the Proposal Schedule.
2. Unit price covers the costs of incidental work such as, but not limited to: progress schedule; mobilization, and temporary facilities; traffic control; monument restoration.

3.1 INSURANCE

A. In General:

1. In the event any work is subcontracted, the Contractor shall require its subcontractor, at no cost to the LRPOA, to secure and maintain all minimum insurance coverage required of the Contractor hereunder.
2. All required certificates and policies shall provide that coverage there under shall not be canceled or modified without providing 30 days prior written notice to the LRPOA Board.
 - a. If any of the policies of insurance required from the CONTRACTOR are cancelled or lapse or if the LRPOA Board requests a renewal certificate of insurance, showing that the insurance is currently in force and the CONTRACTOR fails to deliver the certificate to the LRPOA Board within 30 days after such request, the Association may withhold payment for services rendered until Contractor provides a certificate of insurance showing that insurance is in force.
 - b. Required Insurance Policies: CONTRACTOR at its own cost shall secure and maintain during the term of this Construction Contract, including all renewal terms, the following minimum insurance coverage:

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3. Workers compensation and Employer's liability insurance sufficient to cover all of the contractor's employees pursuant to Idaho law. This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide workers compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Idaho Law.
 - i. The LRPOA should NOT be an additional insured for Worker's compensation Insurance.

4. Commercial general liability insurance with LRPOA as an additional insured, in the minimum amount of \$1,000,000 per person with a \$2,000,000 per occurrence. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL Insurance policy and an umbrella insurance policy and/or a CGL Insurance policy and an excess insurance policy. (LRPOA need not be listed as an additional insured on umbrella and/or excess insurance, only on the underlying policy). The policy shall protect the LRPOA, its Board, the Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Contractor's operations under this Agreement, whether performed by the CONTRACTOR itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations.

5. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles in the minimum amount of a combined single limit of \$2,000,000 per occurrence or \$1,000,000 Liability per person, \$2,000,000 Liability per occurrence and \$250,000 property damage. These limits can be reached either with a commercial automobile liability insurance policy alone, or a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy.

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3.2 INDEMNIFICATION

- A. Indemnification of LRPOA and its Board: Subject to paragraph 3.2B below, Contractor shall indemnify, hold harmless LRPOA, and their agents, and employees from and against any and all claims, damages, losses and expenses, direct, indirect, or consequential (including, but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the negligent acts or omissions in performance of the Work by CONTRACTOR, and subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not the claim, damage, loss, etc. arising from the act or omission is caused in part by a party indemnified hereunder or arises by or is imposed by Law and regulations regardless of the negligence of any such party.

- B. Nothing herein shall be construed to require the CONTRACTOR to indemnify the LRPOA or their agents or employees for any damages that are caused by or resulting from the fault of the LRPOA, their agents, or employees.

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EXECUTION

4.1 EFFECTIVE DATE

A. Contractor executes this Proposal and declares it to be in effect as of the _____ day of _____, 20____.

4.2 CONTRACTORS SUBSCRIPTION

Contractors Name: _____

Signatory Name: _____

Title: _____

Signature: _____

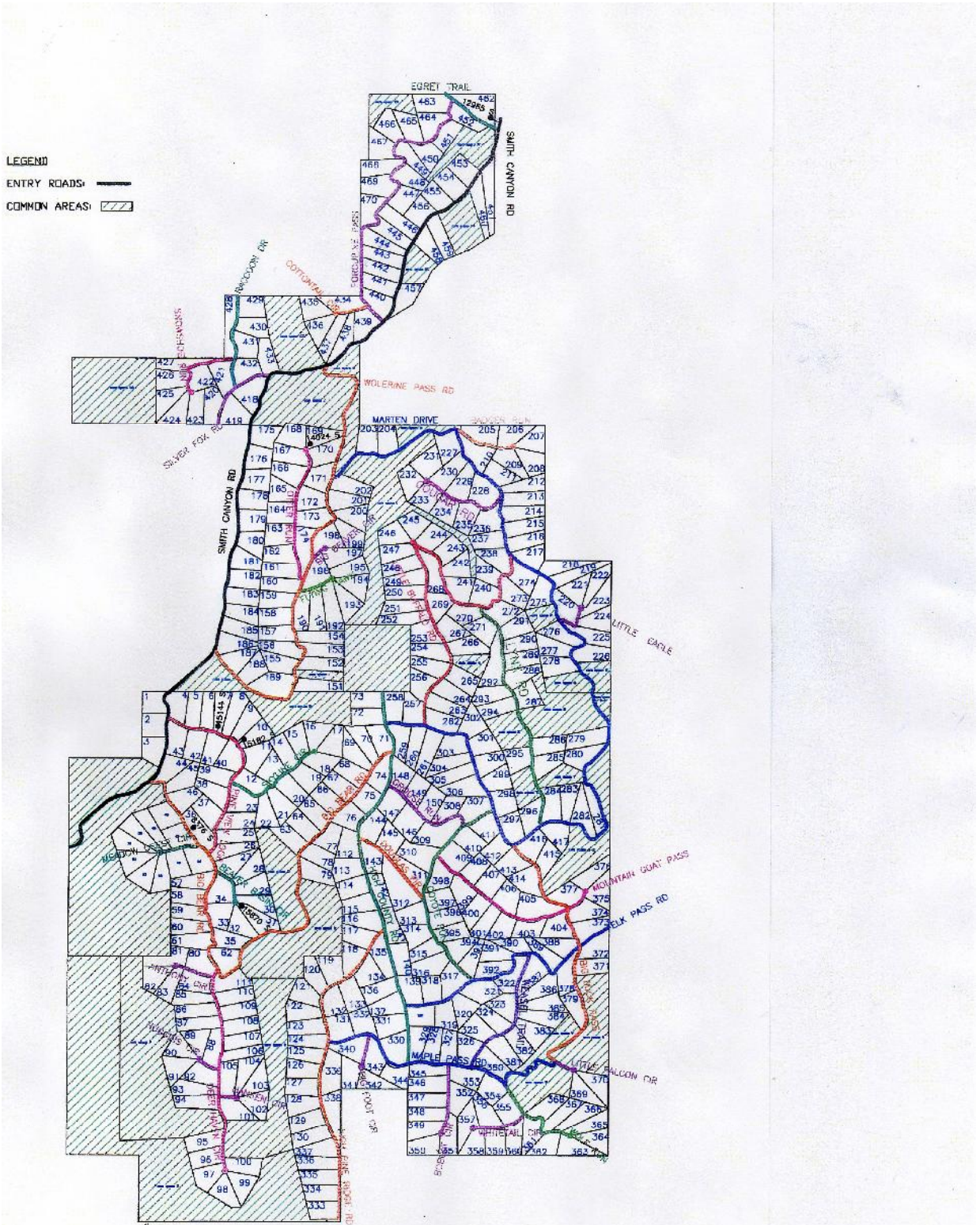
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Pit run gravel or fractured rock I shall be used for the ballast material. Ballast material shall have a sand equivalent of not less than thirty (30), and which meets the following gradations:

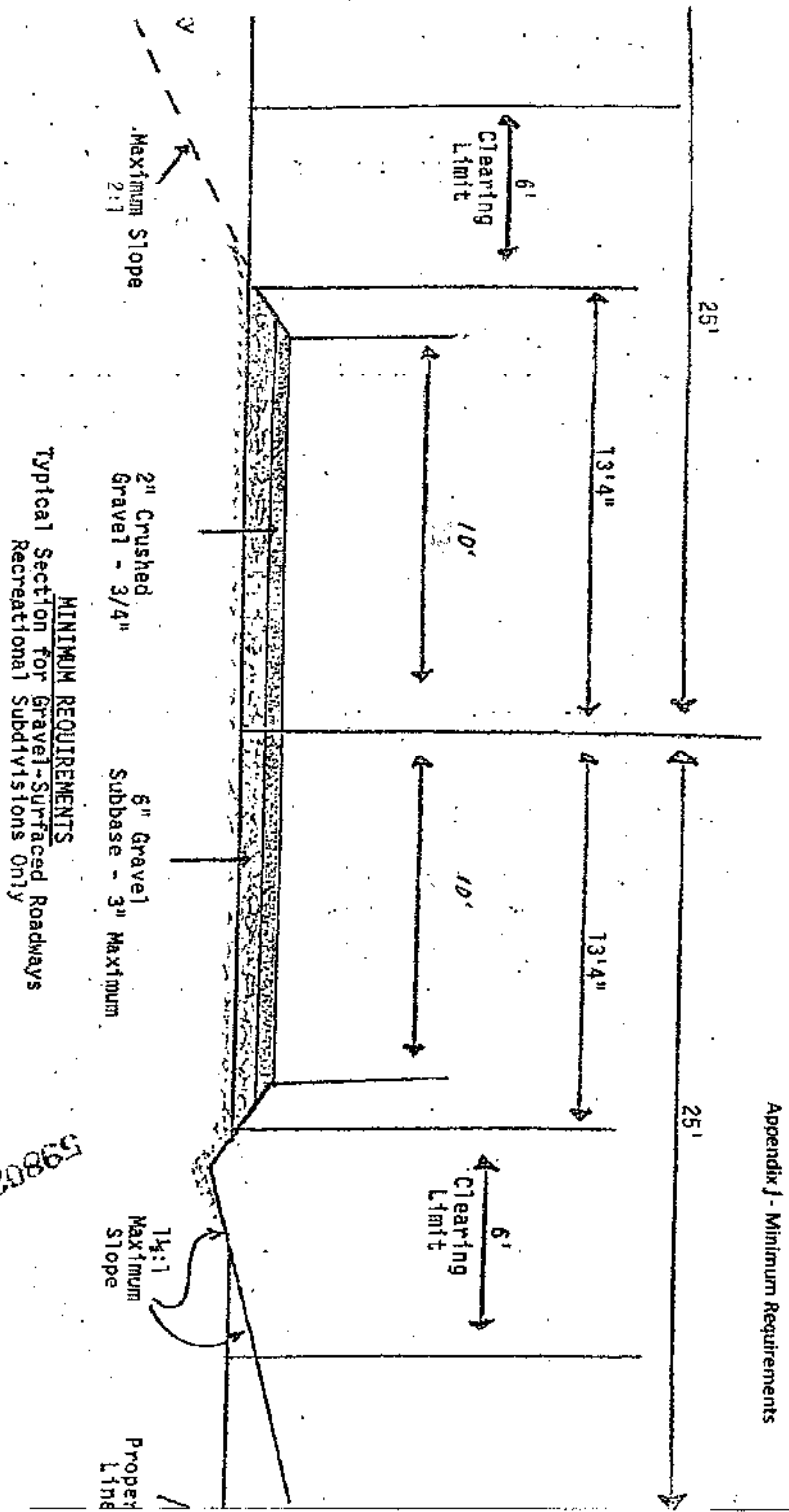
Sieve Size	Percent Passing
6 Inch	100
3 Inch	98-100
2 Inch	75-100
1 Inch	40-80
#4	25-60
#200	5--12

A certified test and sample of the ballast material will be required to validate the above gradations. This test will be required of the Contractor and approved by the LRPOA Board representative.

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Appendix J - Minimum Requirements



MINIMUM REQUIREMENTS
 Typical Section for Gravel-Surfaced Roadways
 Recreational Subdivisions Only

ROAD DESIGN STANDARDS

1. Maximum length of cul-de-sac streets shall be 1,500 feet, minimum right-of-way of the turn-around radius shall be 45 feet, and minimum finished roadway of the turn-around radius shall be 30 feet.
2. Maximum grade shall be 8 percent. Grades up to 14 percent may be allowed for short distances, provided traffic safety is assured.
3. The roadway crown shall be a minimum of .02/foot and super elevated where appropriate. Maximum super elevation shall be .06/foot.