

PAYSON 500 SOUTH | Waterline IMPROVEMENTS
PAYSON CITY CORPORATION
PAYSON, UTAH

SPECIFICATIONS AND CONTRACT DOCUMENTS

DECEMBER 2023

This project was originally designed as a larger project. The funding was obtained through a CDBG Grant and only includes the culinary waterlines for this bid. The quantities and references that are highlighted are part of this project. Please ignore other areas that are not relevant to this project.

PREPARED BY
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TABLE OF CONTENTS

GENEVA RETAIL FRONTAGE SUBDIVISION

Reference Number	Title	No. of Page
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INTRODUCTORY INFORMATION

00001	Title Page.....	1
00003	Table of Contents	2
00004	List of Drawings.....	1

BIDDING REQUIREMENTS

BID SOLICITATION		
00100	Invitation to Bid.....	2
INSTRUCTIONS TO BIDDERS		
00200	Instructions to Bidders.....	13
BID FORMS		
00400	Bid	2
00410	Bid Schedule.....	5
SUPPLEMENTS TO BID FORMS		
00452	Bidder Status Report	2
00453	Subcontractor and Supplier Report	2

CONTRACTING REQUIREMENTS

AGREEMENT FORMS		
00500	Agreement	7
BONDS AND CERTIFICATES		
00610	Performance Bond.....	2
00615	Payment Bond	2
00650	Certificate of Insurance	1
SUPPLEMENTARY CONDITIONS		
00810	Modifications to the General Conditions	1

ADDENDA AND MODIFICATIONS

00900	Addenda and Modifications	1
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The following Divisions are included in the APWA Manual of Standard Specification

DIVISION 1 - GENERAL REQUIREMENTS

DIVISION 2 – SITE CONSTRUCTION

DIVISION 3 - CONCRETE

DIVISION 4 - MASONRY

DIVISION 5 - METALS

DIVISION 6 - WOOD AND PLASTICS

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

DIVISION 13 - SPECIAL CONSTRUCTION

DIVISION 15 - MECHANICAL

DIVISION 16 - ELECTRICAL

END OF TABLE OF CONTENTS

DOCUMENT 00004
LIST OF DRAWINGS

PAYSON 500 SOUTH WATERLINE IMPROVEMENTS

DRAWINGS

Sheet

No. Title

- 1 Payson 500 South WATERLINE Improvements

REFERENCE DRAWINGS

1. Payson City Standard Drawings, published by Payson City Corporation.
2. Manual of Standard Plans published by the Utah Chapter of the American Public Works Association.

REFERENCE SPECIFICATIONS

1. Payson City Standard Specifications published by Payson City Corporation.
2. Manual of Standard Specifications published by the Utah Chapter of the American Public Works Association.

DOCUMENT 00100 INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Bidders are invited to bid on Construction Contract known as Payson 500 South Waterline Improvements.
- B. The location of the work is within Payson City limits.
- C. The work to be performed consists of furnishing and installing the equipment, facilities, services and appurtenances thereto as included in the Contract Documents. The Work generally includes, but is not limited to, the following:
Furnish and install 1,612 feet of 10" water line.

- D. Bidders are required to submit a list of previous projects of similar size or larger completed within the past 5 years along with contact information for each job. Bidders also required to submit a list of all projects completed within the past 2 years.

1.2 BID LOCATION AND OPENING

- A. Sealed bids will be received on the project electronically through Sciquest. The bids will only be accepted on the SciQuest program electronically and no bids will be accepted at the Payson City office location. The bids will be opened and read aloud on December 20th at 2:00 p.m. in the Payson City Center located at 439 West Utah Avenue, Payson, , Utah.

1.3 BID BOND

- A. A 5% bid bond is required at the time of bidding.

1.4 BASIS OF BIDS

- A. Bids shall be on a unit price basis. Segregated Bids will not be accepted.

1.5 CONTRACT TIME

- A. The Work will be Substantially Completed by September 30th, 2023.

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. Complete sets of Contract Documents may be examined and obtained from the SciQuest website after 9:00 A.M., on November 29, 2023.

1.7 RIGHT TO REJECT BIDS

- A. The OWNER reserves the right to reject any or all bids or to waive any informality or technicality in any bid if deemed to be in the best interest of the OWNER.

1.8 VALIDITY PERIOD FOR BIDS

- A. Bids shall remain valid until the completion of the project.

1.9 GOVERNING LAWS AND REGULATIONS

- A. This project is State funded through the CDBG Grant program and does require Davis Bacon wage rates and DBE requirements.
- B. Bidders on this Work will be subject to the applicable provisions of all state and local rules, laws and regulations or orders.

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 DESCRIPTION OF THE WORK

- A. The Work to be performed consists of furnishing and installing the equipment, facilities, services, and appurtenances thereto as included in the Contract Documents. A general description of the Work is set forth in the Invitation to Bid (Document 00100).
- B. General Conditions: as published in Document 00700 in the Manual of Standards Specifications by the Utah Chapter of the American Public Works Association

1.2 COPIES OF BID DOCUMENTS

- A. Bidders must use complete sets of Bid Documents in preparing Bids. OWNER maintains a complete set on file at the address set forth in the Notice to Bidders, and bidders may review the file copy upon request during regular business hours. Bidders are solely responsible to verify whether their sets of Bid Documents are complete.
- B. Bid Documents are made available to bidders only for the purpose of obtaining Bids on the Work. No license or grant for any other use is given.
- C. Bidding Document copyrights shall remain with the OWNER.
- D. All provision of the Manual of Standard Specifications and Manual of Standard Plans Published by the Utah Chapter of the American Public Works Association that are applicable to the Work are hereby made a part of the Contract Documents by reference.

1.3 PRE-BID CONFERENCE

- A. No pre-bid meeting will be held for this project. All questions will be submitted through SciQuest and all answers will be done through the same method.

1.4 PHYSICAL CONDITIONS

- A. **In General:** Prior to submitting a Bid, each Bidder is responsible to review all available explorations, tests and data concerning surface conditions, subsurface conditions and Underground Facilities at or contiguous to the site, or otherwise, which may affect cost, progress, performance or furnishing of the Work in accordance with the time, price and other

terms and conditions of the Contract Documents. There are some areas of the site which contain multiple layers of slag material which has hardened overtime and may require extra efforts to excavate through.

- B. **Surface and Subsurface Conditions:** There are no provisions available concerning surface and subsurface conditions.
- C. **Underground Facilities:** Information and data indicated in the Contract Documents regarding Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities. The OWNER does not assume responsibility for the accuracy or completeness thereof other than as provided in paragraph 4.3A.2 of the General Conditions or unless expressly provided in the Modifications to General Conditions (Document 00810).
- D. **Additional Explorations and Tests:** If feasible as determined by OWNER, the OWNER will provide each Bidder access to the site to conduct any explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall obtain permits, fill all holes, clean up and restore the site to its former condition upon completion of such explorations. by requesting such an exploration or test, Bidder agrees to release, indemnify, defend, and save the OWNER harmless from all costs damages and liabilities an any kind whatsoever, including reasonable attorneys' fees, that may arise in connection with or as a result of the performance of such explorations or tests.

1.5 COMPENSATION AND QUANTITIES

- A. **In General:** The bid price for any lump sum or unit price contract includes all labor, materials, and incidental work to fully complete the Work in a satisfactory manner under the terms of the Contract Documents. Bidders are responsible to inform themselves of the character of the Work to be performed.
- B. **Lump Sum Work:** If the Work is to be paid for on a lump sum basis, the lump sum will be the only sum paid.
- C. **Unit Price Work:** If any portion of the Work is to be paid for on a unit price basis, payment will cover only work actually performed and materials actually supplied at the unit prices bid and on the terms set forth in the Contract Documents, irrespective of any quantity approximations in the Bid Documents. Any quantity approximations in the Bid Documents are stated as a basis for determining bids, and the do not fix the amount of Work to be done or materials to be furnished. Stated quantities are estimates for the purpose of doing the class of work required. Actual quantities will vary. The OWNER may deviate in either direction from any indicated quantities. The Bidder shall have no claim for any variation in quantity, except to the extent permitted in the General Conditions.

1.6 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. **In General:** The OWNER shall not be bound by any statements, representations, conclusions, or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum.
- B. **Access:** The Contract Documents designate the site for performance of the Work. Bidder is responsible to investigate the site and understand all access requirements. All additional off site lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Bidder.
- C. **Bidder's Obligations:** In addition to Bidder's other responsibilities and obligations in connection with submitting a Bid, it is the responsibility of the Bidder before submitting a Bid, to:
1. Examine the Contract Documents thoroughly;
 2. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work;
 3. Investigate all applicable construction and labor conditions, quantities, and the character of the Work as they affect cost, progress, performance, or furnishing of the Work;
 4. Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
 5. Study and carefully correlate Bidder's observations with the Contract Documents;
 6. Attend any pre-bid conference, which shall be mandatory if so designated in the Instruction to Bidders;
 7. Review all available explorations and data concerning surface and subsurface conditions as set forth in Section 1.4 above; and
 8. Identify and notify ENGINEER in writing in the manner set forth in article 2.1 below of all specific conflicts, omissions, errors, or discrepancies in the Contract Documents, or if Bidder doubts their meanings.

The failure or omission of any Bidder to take any of the foregoing actions shall not in any way relieve Bidder of its Bid, or its obligation to furnish all material, equipment, labor and services necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in its Bid. Submission of a Bid shall constitute prima facie evidence of compliance with these instructions.

- D. **Deviations from the Terms of the Contract Documents:** OWNER will not accept any deviations whatsoever from the printed terms of the Agreement and the Contract Documents, except by Addendum or Change Order.

1.7 EFFECT OF SUBMITTING A BID.

- A. Bidders are responsible to carefully examine the Contract Documents, visit the site, and fully inform themselves so as to include in the Bid a sum to cover the cost of all items. Bidder's failure or omission to receive or examine any form, instrument, addendum or other document, visit the site and become acquainted with existing conditions, or attend any pre-Bid Conference, shall in no way relieve Bidder from any obligations with respect to Bidder's Bid or the Construction Contract.
- B. By submitting a Bid, Bidder represents that Bidder has complied with all requirements of the Bid Documents; that the Bid is premised on properly performing and furnishing the Work required by the Contract Documents within the times specified; that the Bidder is informed of the conditions to be encountered and the character, quality and quantities of the Work; and that the Bidder believes the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- C. Submission of a Bid constitutes a promise that the Bidder will enter the Contract Documents in the form presented in the Contract Documents. Bidders should carefully examine all Contract Documents, including the required Bonds and insurance to be provided by the Bidder.
1. Bidder's agree to provide the Performance Bond and Payment Bond in the form provided in accordance with the requirements set forth in the General Conditions.
 2. The Performance Bond is a guarantee of faithful performance of the requirements of the Contract Documents, including all applicable warranties. The Payment Bond is a guarantee of payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided in the Construction Documents.
 3. The sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that Contract Modifications, Change Orders or Addenda increase or decrease the total contract price. The sum of each bond shall be in an amount equal to the completed contract price at the completion of the Work.
 4. OWNER does not provide any release of Performance Bonds or Payment Bonds. The bonds are in effect throughout all periods during which a suit may be brought under the provisions of applicable law.
- D. By submitting a Bid, Bidder represents that the matters stated therein are true and correct.

PART 2 BIDDING PROCEDURES

2.1 INTERPRETATIONS AND ADDENDA

- A. All requests for interpretation of the Contract Documents shall be made in writing and delivered to the OWNER no later than seven (7) calendar days prior to opening of Bids. In the OWNER'S discretion, OWNER will send the written interpretation to all persons receiving a set of Bid Documents in the form of an Addendum through SciQuest.
- B. No oral interpretations shall be made to any Bidder. The OWNER shall not be responsible for or bound by any statements, interpretations, explanations, representations, conclusions or assumptions made by any party, whether oral or written, except for written statements that are issued in an Addendum by the ENGINEER to all prospective bidders.
- C. Each statement made in an Addendum is part of the Contract Documents at the location designated in the Addendum. A statement issued in an Addendum shall have the effect of modifying a portion of the Bid Documents when the statement in the Addendum specifies a particular section, paragraph or text and states that it is to be so modified. Only the specified section, paragraph or text shall be so modified, and all other portions of the Bid Documents shall remain in effect.
- D. Bidders shall sign to acknowledge their receipt of all Addenda issued. Bidders shall also acknowledge receipt of all Addenda in the space provided in the Bid.
- E. Except to postpone the Bid opening, no Addenda shall be issued within 48 hours of the Bid opening.

2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING

- A. If a Bidder or Supplier wishes to supply a product other than that identified in the Contract Documents, said Bidder or Supplier shall submit a written request for approval to the ENGINEER at least ten (10) calendar days prior to the date set for opening of bids.
- B. The procedure for submission of any such product option shall be as set forth in Article 6.4 of the General Conditions. It is the sole responsibility of the Bidder or Supplier to submit complete descriptive and technical information so that ENGINEER can make a proper appraisal.
- C. ENGINEER'S failure to act upon such a request within five (5) days after receipt shall be deemed a denial thereof.

- D. Any such approval is at the sole discretion of the OWNER and will be in the form of an Addendum issued to all Bidder's holding Bid Documents indicating that the additional equipment or materials are approved as equal to those specified for the Project.
- E. The Construction Contract, if awarded, will be on the basis of materials and equipment specified in the Drawings and Specifications and any changes permitted in any Addenda.

2.3 **BID BOND**

- A. A bid bond in the amount of 5% of the total bid is required at the time of the bid submittal.

2.4 **COMPLETING BID DOCUMENTS**

- A. The General Conditions identify all forms comprising the Bid Documents. Additional copies may be obtained on the SciQuest project. The Bidder shall make no stipulations or alterations on the Bid forms. The Bidder must use and execute only the Bid form and Bid Schedules bound in the Contract Documents. The complete Contract Documents (excluding the Drawings) should be submitted as the Bidder's Bid, and Bidder shall complete and submit all forms included in the Bid Form, Document No. 00400.
- B. The Bidder must fill in all items in the Bid form in ink or by computer. If applicable, furnish both the unit and total costs for each item. The total Bid price is the full price for the performance of all Work under the Contract Documents. Bidder shall initial in ink any corrections, interlineations, alterations, or erasures made by the Bidder on Bidder's entries in the Bid Documents.
- C. Any work or material which is specified in the Contract Documents or which is necessary because of the nature of the Work, but which is not listed separately in the Bid 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.
- D. Bids by corporations must be executed in the corporate name by a corporate officer authorized to sign, and must be properly attested to as an official act of the corporation. At the OWNER's request, authority to sign shall be submitted.
- E. Bids by partnerships or joint ventures must be executed in the partnership or joint venture name and signed by a partner or joint venture whose title and official address must be shown. If a partnership or joint venture is the low bidder, the partnership or joint venture must also submit evidence to the OWNER of the responsibility of the partnership or joint venture as a bidder.
- F. Where the Bidder is wholly owned subsidiary of another company, the Bid must so state, and the owner or parent corporation also must agree to sign and be bound with the Bidder.

- G. All names must be typed or printed under or near the signature. Signatures shall be in longhand.
- H. The Bid shall contain an acknowledgment of receipt of all Addenda. The Addenda numbers must be filled in on the Bid form.
- I. The Bidder's address, telephone number, and facsimile number for communications regarding the Bid must be shown on the first page of the Bid form.
- J. The divisions and sections of the specifications, and the identifications of any Drawings, shall not control Bidder in dividing the Work among subcontractors or suppliers, or delineating the Work to be performed by any specific trade.
- K. The base Bid and alternates shall include all Work required to be performed by the Contract Documents. In the bid Form, the blank spaces, opposite the correspondingly Numbered alternates, shall be completed by inserting the exact amount to be deducted or Added the Base Bid for that particular alternate.

2.5 CONFLICT OF INTEREST, SUBCONTRACTORS

- A. Conflict of interest pertaining to Subcontractors is described in paragraph 6.5H of the General Conditions.
- B. Bidder 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 OWNER'S prior written approval.

2.6 SUBMISSION OF BIDS

- A. Bids shall be submitted at the time and place indicated in the Invitation to Bid and should be enclosed in an opaque sealed envelope, marked with the Construction Contract name and number, the name and address of the Bidder, and the date and the opening time for Bids. If the Bid is sent through the mail or other delivery system the sealed envelope should be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. It is the sole responsibility of the Bidder to deliver the Bid before the scheduled time.
- B. The complete Contract Documents must be submitted with the Bid. Bidder will make no recapitulations, stipulations, alterations, alternate submissions, or modifications in any manner to any of the Contract Documents.
- C. Bidder must submit a Bid by completing all of the Bid Form documents, which are:
 - 1. The Bid portion of the Bid Form which is included in these Contract Documents, which shall be in the form of a lump sum, or in the form of unit pricing pursuant to the Bid Schedule, as called for in the Bid Form.
 - 2. The Bid Bond.

- D. Alternate bids, other than those called for in the Bid form, will not be considered.
- E. No oral, telegraphic, telephonic, facsimile or modified bids will be considered.

2.7 MODIFICATION AND WITHDRAWAL OF BIDS

- A. At any time prior to the opening of Bids, Bids may be modified or withdrawn if a written notice of modification or withdrawal is signed by Bidder and delivered to the place where Bids are to be submitted. Bid Security will be returned upon proper withdrawal of a Bid prior to the time for Bid opening.
- B. Within 24 hours after Bids are opened, any Bidder may file written notice with OWNER that there was a substantial mistake made in the preparation of its Bid. Bidder must thereafter promptly demonstrate Bidder's mistake. The OWNER has sole discretion to determine whether to permit any modification or withdrawal or the return of any Bid Security.
- C. When it appears a mistake has been made, or when the OWNER desires an assurance of any matter, the OWNER may request a Bidder to confirm the Bid in writing.

2.8 OPENING OF BIDS

- A. Bids will be opened and read aloud publicly and will be reviewed by the Owner.
- B. Any Bids received after the time specified in the Invitation to Bid will not be allowed.

2.9 BIDS SUBJECT TO ACCEPTANCE FOR 45 DAYS

- A. All bids remain subject to acceptance for 45 days after the day of the Bid opening. OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

PART 3 EVALUATION AND AWARD

3.1 SUBMITTALS REQUIRED FOR EVALUATION

- A. After Bid opening, the Bidder, whose Bid is under consideration, must submit the following at the times specified:
 - 1. **Bidder Status Report:** Document 00425. One completed form shall be submitted after Bidder receives Notice of Intent to Award.
 - 2. **Subcontractor and Supplier Report:** Document 00430. The Bidder shall submit this report form within 24 hours of ENGINEER'S request.

3.2 EVALUATION OF BIDDER'S QUALIFICATIONS

- A. Within seven (7) calendar days of OWNER'S request, a Bidder, whose Bid is under consideration for award shall submit to the OWNER the following information for the Bidder. OWNER may request like information on Bidder's Subcontractors, Bidder's Suppliers or any other information the OWNER may require.
1. A current financial statement for the Work (as provided to bonding company);
 2. A chronological list of "in progress" and "completed" construction work done by Bidder during the last 3 years; including project name, address, owner, contract name, and current telephone number;
 3. Present construction commitments other than items listed in paragraph 2 above;
 4. Proposed organizational structure such as firm ownership, project manager, progress scheduler, and superintendent for the Work of this Project;
 5. Not used.
 6. Investigations, arbitration, litigation or claims which are pending, threatened, settled or otherwise disposed of within the last three (3) years;
 7. Evidence of ability to perform and complete the Work in a manner and within the time limit specified. As a minimum, identify specific experience on projects similar to the Work in physical size, cost, and commercial nature. If the work experiences of the project manager and superintendent designated to construct this project are different than that of the company, provide resumes of their work history. Include their actual project titles and indicate their actual responsibilities on each given project;
 8. All matters consistent with federal, state and local Laws and Regulations; and
 9. Such other data as may be called by the OWNER.
- B. If Bidder believes any information should be held confidential for business reasons, Bidder must submit a written claim of business confidentiality for that particular information and include a specific statement of the reasons supporting the claim pursuant to Utah Code Ann. 63-2-308.
- C. Untimely response or failure to provide the requested information by Bidder will release OWNER of any obligation to further consider the Bidder's Bid.

3.3 EVALUATION OF BIDS

- A. OWNER reserves the right: to reject any and all Bids or any part thereof; to waive any informalities in the Bid Schedule and elsewhere; to negotiate and agree to contract terms with the successful Bidder; to disregard non-conforming, non-responsive, unbalanced or

conditional Bids; and to withhold the award for any reason deemed in the best interests of the OWNER.

- B. Bids and all parties associated with the Bid must comply with all Laws and Regulations.
- C. OWNER reserves the right to reject any Bid if OWNER believes that it would not be in best interest of the Project or the OWNER without limitation, such rejection may be because the Bid is not responsive, or the Bidder is unqualified or of doubtful ability or the Bid or Bidder fails to meet any other pertinent standard or criteria established by OWNER.
- D. If the OWNER intends to make an award to a Bidder, a Notice of Intent to Award will be issued.
- E. OWNER may consider all information which OWNER believes is relevant when evaluating a Bid, including, without limitation:
 - 1. The qualifications and experience of the Bidder and of the Subcontractors, Suppliers, and other persons and organizations proposed (whether or not the Bid otherwise complies with the prescribed requirements).
 - 2. Such alternates, unit prices and other data, as may be requested in the Bid Form, Bid Schedule, or written requests issued prior to OWNER'S Notice of Intent to Award the Construction Contract.
 - 3. Operating costs, maintenance requirements, performance data, and guarantees of ability to provide the required materials and equipment.
 - 4. Corporate organization and capacity for any party.
 - 5. Ability to perform and complete the Work in the manner and within the time specified.
 - 6. Pending litigation.
 - 7. The amount of the Bid.
 - 8. Proper licensing to do the Work in compliance with licensing laws of the State of Utah for contractors and subcontractors.
 - 9. All other relevant matters, consistent with OWNER'S procurement code and administrative rules, OWNER'S ordinances and program policies.
- F. To establish qualifications of Bidder, OWNER may request such data indicated in the Bid Documents, conduct such investigations as OWNER deems appropriate, and consider any other information (whether obtained from the Bid, the Bidder, or any other source).
- G. If the Construction Contract is to be awarded, it will be awarded to the most responsive qualified, and responsible Bidder as determined by the OWNER. Alternates may be accepted

depending upon availability of OWNER'S funds and as determined by the OWNER. Accepted alternates will be considered in determining the most responsive, qualified, and responsible Bidder.

H. Bid Schedules will be evaluated as follows:

1. Discrepancies in the multiplication of quantities of Work items and unit prices will be resolved in favor of the unit prices. OWNER may correct Bid Schedule calculation errors accordingly.
 2. Prices written out in words shall govern over prices written out in numbers.
 3. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
 4. Bids shall not contain any recapitulations of or changes in the work to be done.
- I. The OWNER, in the OWNER's sole discretion, shall make determinations as to disqualification of Bidders or rejection of Bids. Such matters may include, without limitation, submission of more than one Bid by the Bidder (whether under the same or different names); evidence of collusion among Bidders; other commitments of Bidder which, in the OWNER's sole judgment, might hinder the Work; previous defaults, Bid irregularities when not waived in the best interests of the OWNER, delays or poor performance by Bidder on any project; official action against Bidder; and any other cause which, in the OWNER's sole discretion and judgment, is sufficient to justify disqualification of a Bidder or rejection of a Bid.

3.4 ADJUSTMENTS TO THE COST OF THE WORK AFTER OPENING OF BIDS

- A. The Contract Price identified in the Agreement represents the cost of the work which is to be paid by the OWNER to the CONTRACTOR.
- B. Adjustments to the Contract Price which are agreed to between the OWNER and the successful Bidder shall be effected by signing an Agreement Supplement.

3.5 SUBSTITUTIONS

- A. The Construction Contract, if awarded, will be on the basis of materials and equipment described in the Drawings, Specifications and any Addenda.
- B. After the Effective Date of the Construction Contract, the procedure for submitting an application for substitution is set forth in Article 6.4 of the General Conditions.

3.6 SUBMITTALS PRIOR TO AWARD OF CONTRACT

- A. **Performance and Payment Bonds:** The OWNER's requirements as to performance and payment Bonds are as set forth in the Modifications to General Conditions (Document 00810). Specific requirements are set forth in the Performance Bond (Document 00610) and the Payment Bond (Document 00620).
1. The form of the Bonds should be carefully examined by the Bidder.
 2. When the successful Bidder delivers the executed Construction Contract to OWNER, it must be accompanied by the required Performance and Payment Bonds.
- B. **Other Information:** When a determination has been made to award the Construction Contract, Bidder is required, prior to the award or after the award, or both, to furnish such other information as the ENGINEER requests.

3.7 SIGNING OF AGREEMENT

- A. Within 10 days after OWNER gives Notice of Intent to Award the Construction Contract to the successful Bidder, the Bidder shall pick up, sign and return to OWNER, the required number of copies of the Construction Contract, bonds and insurance. A minimum of one (1) originals will be signed and returned to the OWNER. One executed original will be returned to the Bidder. Bidder shall comply with all execution requirements.
- B. All of Bidder's executions and submittals must be delivered to the OWNER before OWNER will execute the Construction Contract. The Construction Contract will not be deemed awarded and shall not be binding on the OWNER until it has been approved and executed by the OWNER, and a fully executed copy is formally delivered to the CONTRACTOR. The OWNER reserves the right to rescind its Notice of Intent to Award without liability, except for the return of Bidder's Bid Security, at any time before the Construction Contract has been fully executed by all parties and delivered to the CONTRACTOR.
- C. Transfers, delegations or assignments of interests in the Contract Documents are prohibited, unless prior written authorization is received from the OWNER.
- D. At the time of Bidding, and the signing of the Agreement, and at all times during the Work, Bidder shall be properly licensed to do the Work and shall be in compliance with the license laws of the State of Utah, Vineyard City and Utah County. The Bidder shall also require all Subcontractors to do the same.
- E. If a Bidder fails to fully and properly execute the Construction Contract and provide all submittals required therewith within ten (10) days after the date of the Notice of Intent to Award, the OWNER may elect to rescind the Notice of Intent to Award, and the OWNER shall be entitled to the full amount of Bidder's Bid Security, not as a penalty, but in liquidation of and compensation for damages sustained. In the OWNER'S sole discretion,

a Notice of Intent to Award may then be provided to another bidder whose Bid is most advantageous to the OWNER, price and other factors considered.

END OF DOCUMENT

DOCUMENT 00400

PART 1 GENERAL

1.1 BID PROPOSAL

- A. The undersigned after having personally and carefully examined all conditions surrounding the work and the Contract Documents, proposes to furnish all labor, equipment, tools and machinery and to furnish and deliver all materials not specifically mentioned as being furnished by OWNER, which is required in and about the Construction Contract known as:
Payson 500 South Waterline Improvements
- B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule (Document 00410) and understands that quantities for Unit Price Work are not guaranteed.
- C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the OWNER, in an amount equal to the Contract amount Conditioned to insure compliance with all requirements of the Contract Documents.
- D. The undersigned is not required to furnish a bid bond.
- E. The undersigned proposes to execute the attached contract within ten (10) days after the Notice of Intention to Award, and to begin work within ten (10) days after being notified to do so by OWNER.
- F. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time or some other portion of the Construction Contract, after receiving this Bid, the Bidder promises to execute an Agreement Supplement prior to or concurrent with the execution of the Agreement, if the Agreement Supplement is acceptable to the Bidder.
- G. It is understood that the OWNER has the right to reject this proposal or to accept it at the prices listed in the Bid Schedule.

PART 2 EXECUTION

BIDDER

A. The Bidder is as follows

Name: _____

Address: _____

Telephone number: _____

Facsimile number: _____

B. Bidder holds license number _____, issued on the _____ day of _____, _____, by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as _____ Contractor. License renewal date is the _____ day of _____, _____.

C. The undersigned hereby acknowledges receipt of the following Addenda.

(list Addenda numbers here)

BIDDER'S SUBSCRIPTION

A. Date: _____

B. Bidder's Signature: _____

C. Please print Bidder's name here: _____

D. Title: _____

END OF DOCUMENT

DOCUMENT 00410
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 Payson 500 South Street Improvements.

1.3 REFERENCES

- A. APWA 01290: Payment Procedures.
- B. Document 00500: 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

PAYSON 500 SOUTH STREET IMPROVEMENTS

			Unit	Total
No.	Description	Quantity	Unit	Price
1	Mobilization.	1	LS	\$_____ \$_____
2	Furnish and install 10" PVC C-900 water line.	1,612	LF	\$_____ \$_____
3	Furnish and install 8" PVC C-900 water line.	12	LF	\$_____ \$_____
4	Furnish and install 6" PVC C-900 water line.	18	LF	\$_____ \$_____
5	Furnish and install 10" gate valve.	6	EA	\$_____ \$_____
6	Furnish and install 8" gate valve.	2	EA	\$_____ \$_____
7	Furnish and install 6" gate valve.	4	EA	\$_____ \$_____

8	Connect to existing water main.	4	EA	\$_____	\$_____
9	Furnish and install 10" tee.	1	EA	\$_____	\$_____
10	Furnish and install 10"x 6" cross.	2	EA	\$_____	\$_____
11	Furnish and install 10"x 8" reducer.	2	EA	\$_____	\$_____
12	Furnish and install 10"x 6" reducer.	1	EA	\$_____	\$_____
13	Furnish and install 6"-45 degree bend.	2	EA	\$_____	\$_____
14	Furnish and install 8" coupler.	1	EA	\$_____	\$_____
15	Furnish and install 6" coupler.	3	EA	\$_____	\$_____
16	Furnish and install new fire hydrant assembly.	2	EA	\$_____	\$_____
17	Abandon and disconnect existing fire hydrant at water main.	2	EA	\$_____	\$_____
18	Furnish and install new 2" water service including connection from main to meter.	1	EA	\$_____	\$_____
19	Furnish and install new 1" water service including connection from main to meter.	10	EA	\$_____	\$_____
20	Furnish and install new 3.5" PG 58-24 HMA with 8" Road Base for pipe trench.	9,852	SF	\$_____	\$_____

Total Bid – \$ _____

Bid Schedule
00410-3

PART 3 MEASUREMENT AND PAYMENT

MEASUREMENT AND PAYMENT PAYSON 500 SOUTH WATERLINE IMPROVEMENTS

3.1 GENERAL:

Measurement and payment to furnish and install or construct a particular Bid Item will be considered as payment in full for furnishing all labor, equipment, materials, supplies, tools and miscellaneous apparatus necessary for a complete item, and the aggregate payment of all Bid Items will constitute full compensation to construct a complete and workable Project as specified.

Payment will be withheld for any material or work not completed in accordance with these specifications and/or passing required tests.

3.2 BID ITEM 1, MOBILIZATION:

Measurement shall be per job complete.

Payment covers cost of mobilization, installation of all temporary facilities and bringing all necessary construction equipment to the site. Upon completion of the Work any unpaid amount of the original contract amount for the separate item of mobilization and temporary facilities will be paid.

3.3 BID ITEM 2, FURNISH & INSTALL 10" PVC WATER LINE:

Measurement shall be per linear foot.

Payment shall be full compensation for excavation, furnishing and installing the pipe and fittings, furnishing and installing granular material for pipe bedding and backfill, connection to existing culinary waterlines, tracing wire, thrust blocks and thrust restraints, compaction, testing, flushing, placing the pipeline in service, and removal and disposal of excess or rejected excavated materials.

3.4 BID ITEM 3, FURNISH & INSTALL 8" PVC WATER LINE:

Measurement shall be per linear foot.

Payment shall be full compensation for excavation, furnishing and installing the pipe and fittings, furnishing and installing granular material for pipe bedding and backfill, connection to existing culinary waterlines, tracing wire, thrust blocks and thrust restraints, compaction, testing, flushing, placing the pipeline in service, and removal and disposal of excess or rejected excavated materials.

3.5 BID ITEM 4, FURNISH & INSTALL 6" PVC WATER LINE:

Measurement shall be per linear foot.

Payment shall be full compensation for excavation, furnishing and installing the pipe and fittings, furnishing and installing granular material for pipe bedding and backfill, connection to existing culinary waterlines, tracing wire, thrust blocks and thrust restraints, compaction, testing, flushing, placing the pipeline in service, and removal and disposal of excess or rejected excavated materials.

3.6 BID ITEM 5, FURNISH & INSTALL 10" GATE VALVE:

Measurement shall be per each gate valve furnished and installed.

Payment shall be full compensation for excavation, furnishing and installing the gate valve, valve box to grade, valve lid and fittings, connection to pipe line, install concrete anchor with stainless steel straps, bedding, backfill, compaction, concrete collar and placing the valve in service, complete.

3.7 BID ITEM 6, FURNISH & INSTALL 8" GATE VALVE:

Measurement shall be per each gate valve furnished and installed.

Payment shall be full compensation for excavation, furnishing and installing the gate valve, valve box to grade, valve lid and fittings, connection to pipe line, install concrete anchor with stainless steel straps, bedding, backfill, compaction, concrete collar and placing the valve in service, complete.

3.8 BID ITEM 7, FURNISH & INSTALL 6" GATE VALVE:

Measurement shall be per each gate valve furnished and installed.

Payment shall be full compensation for excavation, furnishing and installing the gate valve, valve box to grade, valve lid and fittings, connection to pipe line, install concrete anchor with stainless steel straps, bedding, backfill, compaction, concrete collar and placing the valve in service, complete.

3.9 BID ITEM 8, CONNECT TO EXISTING WATER MAIN:

Measurement shall be per each connection of new water line to existing water main.

Payment shall be full compensation for excavation, and compacted structural backfill, tees, fittings to connect to existing water main, thrust blocks, thrust restraints, bedding material, testing, flushing, placing the pipeline into service, and removal of excess or rejected excavated material complete..

3.10 BID ITEM 9, FURNISH & INSTALL 10" TEE:

Measurement shall be per each tee furnished and installed.

Payment shall be full compensation for excavation, furnishing and installing the tee, fittings, connection to pipe line, thrust blocks, thrust restraints, bedding, backfill, compaction, and placing the tee in service, complete.

3.11 BID ITEM 10, FURNISH & INSTALL 10"x 6" CROSS:

Measurement shall be per each cross furnished and installed.

Payment shall be full compensation for excavation, furnishing and installing the cross, fittings, connection to pipeline, thrust blocks, thrust restraints, bedding, backfill, compaction, and placing the cross in service, complete.

3.12 BID ITEM 11, FURNISH & INSTALL 10" x 8" REDUCER:

Measurement shall be per each reducer furnished and installed.

Payment shall be full compensation for excavation, furnishing and installing the reducer, fittings, connection to pipeline, thrust blocks, thrust restraints, bedding, backfill, compaction, and placing the reducer in service, complete.

3.13 BID ITEM 12, FURNISH & INSTALL 10" x 6" REDUCER:

Measurement shall be per each reducer furnished and installed.

Payment shall be full compensation for excavation, furnishing and installing the reducer, fittings, connection to pipeline, thrust blocks, thrust restraints, bedding, backfill, compaction, and placing the reducer in service, complete.

3.14 BID ITEM 13, FURNISH & INSTALL 6" – 45 DEGREE BEND:

Measurement shall be per each bend furnished and installed.

Payment shall be full compensation for excavation, furnishing and installing the bend, fittings, connection to pipe line, thrust blocks, thrust restraints, bedding, backfill, compaction, and placing the bend in service, complete.

3.15 BID ITEM 14, FURNISH & INSTALL 8" COUPLER:

Measurement shall be per each coupler furnished and installed.

Payment shall be full compensation for excavation, furnishing and installing the coupler, fittings, connection to pipe line, thrust blocks, thrust restraints, bedding, backfill, compaction, and placing the coupler in service, complete.

3.16 BID ITEM 15, FURNISH & INSTALL 6" COUPLER:

Measurement shall be per each coupler furnished and installed.

Payment shall be full compensation for excavation, furnishing and installing the coupler, fittings, connection to pipe line, thrust blocks, thrust restraints, bedding, backfill, compaction, and placing the coupler in service, complete.

3.17 BID ITEM 16, FURNISH & INSTALL FIRE HYDRANT ASSEMBLY:

Measurement shall be per each fire hydrant assembly furnished and installed.

Payment shall be full compensation for excavation, furnishing and installing the fire hydrant assembly, fittings, tee and connection to main pipeline, valve at main line tee, valve box extension and lid, concrete collar at valve, concrete pad at fire hydrant finished surface, lead pipe from main to fire hydrant, thrust blocks, thrust restraints, bedding, backfill, compaction, and placing the fire hydrant in service, complete.

3.18 BID ITEM 17, ABANDON AND DISCONNECT EXISTING FIRE HYDRANT AT MAIN:

Measurement shall be per each existing fire hydrant to be abandoned and disconnected at the main.

Payment shall be full compensation for excavation, removing the existing fire hydrant and water line to main, furnishing and installing the blind flange and fittings at the main, bedding, backfill, compaction, and removal of excess or rejected excavated material complete.

3.19 BID ITEM 18, FURNISH & INSTALL 2" WATER SERVICE:

Measurement shall be per each water service furnish and installed.

Payment shall be full compensation for excavation, furnishing and installing the pipe and fittings, connection to existing culinary waterlines, mainline tap, corp stop, saddle at connection, lead pipe from water main connection to water meter, yoke, meter, meter barrel and lid, bedding, backfill, compaction, testing, flushing, replacing curb, gutter, and sidewalk if required to be removed by the installation of the new lateral, placing the pipeline into service and removal of excess or rejected excavated material complete.

3.20 BID ITEM 19, FURNISH & INSTALL 1" WATER SERVICE:

Measurement shall be per each water service furnish and installed.

Payment shall be full compensation for excavation, furnishing and installing the pipe and fittings, connection to existing culinary waterlines, mainline tap, corp stop, saddle at connection, lead pipe from water main connection to water meter, yoke, meter, meter barrel and lid, bedding, backfill, compaction, testing, flushing, replacing curb, gutter, and sidewalk if required to be removed by the installation of the new lateral, placing the pipeline into service and removal of excess or rejected excavated material complete.

3.21 BID ITEM 20, FURNISH AND INSTALL NEW 3.5" PG 58-24 HMA WITH 8" ROAD BASE FOR PIPE TRENCH:

Payment shall be full compensation for installing, importing, and haul off of existing material in the trench for the installation of the waterline and fittings. Including the T-Patch this includes a six-foot wide asphalt patch and 4-foot wide trench with road base and any sub-base required to meet the APWA trench compaction requirements.

BIDDER STATUS REPORT

PART 1 GENERAL

1.1 BIDDER

- A. Name: _____
- B. Address: _____

- C. Telephone number: _____

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as Payson 500 South Street Improvements

PART 2 REPORT

2.1 BIDDER STATUS REPORT

- A. Bidder affirms the following information is true and correct.

1. Number of employees: _____
2. Bidder's firm is: (check the following as applicable)
 - [☐] Independently owned and operated.
 - [☐] An affiliate of*
 - [☐] A subsidiary of*
 - [☐] A division of*
 - [☐] A business with gross revenue in excess of \$ _____
 - [☐] A business with gross revenue below \$ _____

* PARENT COMPANY:

Name: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of _____, _____.

3.2 BIDDER'S SUBSCRIPTION

- A. Bidder's Signature: _____
- B. Please print Bidder's name here: _____
- C. Title: _____

END OF DOCUMENT

DOCUMENT 00453
SUBCONTRACTOR AND SUPPLIER REPORT

PART 1 GENERAL

1.1 BIDDER

- A. Name: _____
- B. Address: _____

- C. Telephone Number: _____

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as Payson 500 South Street Improvements.

PART 2 REPORT

2.1 SUBCONTRACTOR AND SUPPLIER REPORT

- A. Failure of the Bidder to specify a Subcontractor for any portion of the Work constitutes an agreement by the Bidder that the Bidder is fully qualified to perform that portion, and that Bidder shall perform that portion.
- B. Bidder will be fully responsible to OWNER for the acts and omissions of Subcontractors and Suppliers and of persons either directly or indirectly employed by them, as Bidder is for the acts and omissions of persons employed by Bidder directly.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or Supplier and the OWNER. Bidder agrees each subcontract with Bidder's Subcontractor will disclaim any third party or direct relationship between OWNER and any Subcontractor or Supplier.
- D. The names and addresses of the Subcontractors and Suppliers who will work under the terms of the Contract Documents and the estimated dollar amount of each subcontract (in excess of 2 percent of the Bid sum) are set forth as follows.

Table 1 - BASE BID

SUBCONTRACTORS		
Name and Address	Nature and Extent of Work to be Sublet	Amount
1.		
2.		
3.		
SUPPLIERS		
Name and Address	Nature and Extent of Work to be Sublet	Amount
1.		
2.		
3.		
4.		

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this Subcontractor and Supplier report and declares it to be a supplement to the Bid and in effect as of _____, _____.

3.2 BIDDER'S SUBSCRIPTION

- A. Bidder's signature: _____
- B. Please print Bidder's name here: _____
- B. Title: _____

END OF DOCUMENT

**DOCUMENT 00500
AGREEMENT**

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: _____

B. Address: _____

C. Telephone number: _____

D. Facsimile number: _____

1.2 OWNER

A. The name of the OWNER is Payson City Corporation.

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as Payson 500 South Street Improvements.

1.4 ENGINEER

A. _____ is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.
- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
1. Base Bid.
 2. _____
 3. _____
 4. _____
- C. An Agreement Supplement [_____] is, [_____] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is:
____ Dollars and _____ cents. (\$_____).

2.2 CONTRACT TIME

- A. Substantial Completion of the Work shall occur:
1. _____ calendar days after the date of the Notice to Proceed; or
 2. on _____, _____ at midnight
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time.
- C. The OWNER anticipates that a Notice to Proceed will be given on the following date, but reserves the right to change such date:

Anticipated date of Notice to Proceed: _____

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within _____ days after the date CONTRACTOR receives ENGINEER'S Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER'S rights under this Agreement.

2.4 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**

_____ dollars
and _____ cents (\$ _____) for
each day or part thereof that expires after the Contract Time until the Work is accepted as
Substantially Complete as provided in Article 14.5 of the General Conditions.

2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER'S prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER'S right to recover the full amount of such damages.

_____ dollars and
_____ cents (\$ _____) for each
day or part thereof of any utility interruption caused by the CONTRACTOR without the
ENGINEER'S prior written authorization.

B. **Work Sequence Completion:** Time is the essence of sequenced work. If a work sequence is specified, then for each day or part thereof that exceeds the specified time and until ENGINEER determines such work sequence is Substantially Complete, the CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. Work Sequence 1: _____

_____ dollars
and _____ cents (\$ _____).

2. Work Sequence 2: _____

_____ dollars
and _____ cents (\$ _____).

3. Work Sequence 3: _____

_____ dollars
and _____ cents (\$ _____).

4. Work Sequence 4: _____

_____ dollars
and _____ cents (\$ _____).

C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER'S surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of [_____] to cover such damage and expense.

D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the ____ day of _____, _____.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGEMENT

A. Type of Organization _____

- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR'S authority to sign.

C. CONTRACTOR'S Utah License Number: _____

D. CONTRACTOR's signature: _____

E. Please print name here: _____

F. Title of Signatory: _____

- G. **Corporate Acknowledgement:** In the county of _____, State of _____, on the _____ day of _____, _____, personally appeared before me _____ and _____, who, being by me duly sworn did say that they are the _____ and _____ of _____, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of director; and said persons acknowledge to me that said corporation executed the same.

NOTARY PUBLIC, residing in

My commission expires _____

G. **Partnership Acknowledgement:** In the County of _____, State of _____, on
The _____ day of _____, _____, personally appeared before me
_____ who, being by me duly sworn on oath did say that
_____ is a partner in _____ partnership and that the
foregoing instrument was signed pursuant to authorization of the partnership.

NOTARY PUBLIC, residing in

My Commission Expires: _____

G. **Assumed Name Acknowledgement:** In the County of _____, State of
_____, on the _____ day of _____, _____, personally
appeared before me _____ who, being by me duly sworn did say
that the foregoing instrument was signed with proper authority on behalf of
_____ dba _____.

NOTARY PUBLIC, residing in

My Commission Expires: _____

H. Corporate Authority: At the request of the OWNER, evidence satisfactory to the OWNER shall be submitted which shows the person executing this Agreement has the required authority to execute this Agreement.

3.3 OWNER'S SUBSCRIPTION AND ATTESTATION

A. Approval as to form: _____
(Owner's attorney)

B. Approval as to budget: _____
(Owner's financial officer)

C. OWNER'S signature: _____

D. Name and Title: _____

E. Attest:

NOTARY PUBLIC, residing in

My commission Expires: _____

END OF DOCUMENT

DOCUMENT 00610
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

DOCUMENT 00615

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

DOCUMENT 00650
CERTIFICATE OF INSURANCE

PART 1 GENERAL

1.1 PROCEDURE

- A. For filing purposes, add Certificates of Insurance to the Contract Documents following this page.

END OF DOCUMENT

DOCUMENT 00810
MODIFICATIONS TO GENERAL CONDITIONS
(Supplementary Conditions)

This document changes provisions specified in the General Conditions in the Manual of Standard Specifications published by the Utah Chapter of the American Public Works Association.

Add the following paragraphs to article 2.2 (page 18).

2.2 COPIES OF DOCUMENTS

- B. OWNER shall not furnish to CONTRACTOR published Contract Documents which include the Manual of Standard Plans and the Manual of Standard Specifications. Such documents shall be purchased separately by the CONTRACTOR.
- C. Copies of all Contract Documents including the Manual of Standard Plans and the Manual of Standard Specifications shall be provided on site by the CONTRACTOR.

END OF DOCUMENT

DOCUMENT 00900
ADDENDA AND MODIFICATIONS

PART 1 GENERAL

1.1 PROCEDURE

- A. For filing purposes, add Addenda and Modifications to the Contract Documents following this page.

END OF DOCUMENT

DOCUMENT 00901
ADDENDUM No. 1

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

A. Changes to the Bid Documents.

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as [_____].

B. Date of this Addendum: _____

PART 2 CHANGES

2.1 CHANGES TO PRIOR ADDENDA

2.2 CHANGES TO BIDDING REQUIREMENTS

2.3 CHANGES TO AGREEMENT AND OTHER CONTRACT FORMS

2.4 CHANGES TO CONDITIONS OF THE CONTRACT

2.5 CHANGES TO SPECIFICATIONS

2.6 CHANGE TO DRAWINGS

END OF ADDENDUM