

DOCUMENT 00 01 01
TITLE PAGE

CONSTRUCTION OF

2700 E Sidewalk Phase 1



CONTRACT DOCUMENTS

Jared Bunch, P.E. – Public Services Director
4580 S 2300 E
Holladay, UT 84117

Bids will be received at the Holladay City Hall, 4580 S 2300 E, Holladay,
until 2:00 p.m.
Thursday, January 18, 2024.

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INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Bidders are invited to bid on the Construction Contract known as 2700 E Sidewalk Phase 1.
- B. The location of the work is: 2700 E between 3900 S and Lincoln Lane, Holladay, Utah.
- C. The Work generally includes, but is not limited to, the following: demolition, grading, roadbase, concrete driveways, curb & gutters, and sidewalks, retaining walls less than 4-ft in height, noticing residents, and asphalt patching.

1.2 QUESTIONS & ANSWERS

- A. Email questions to Jared Bunch, P.E., Public Services Director at jbunch@cityofholladay.com
- B. All questions to be submitted by 5:00 p.m. **Monday, January 15, 2024.**

1.3 BIDS

- A. Bids will be received until 2:00 p.m. **Thursday, January 18, 2024**, at the Holladay City Hall, 4580 S 2300 E, Holladay, Utah 84117, at which time and place all bids will be publicly opened and read aloud. Bids received after 2:00 p.m., as conclusively established by the clock at the Bid opening location, will not be accepted.
- B. A Bid Bond in the amount of 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders. The Bid Bond will be returned to each unsuccessful Bidder after tabulation and award of the Construction Contract.
- C. Submit all documents listed in Document 00 21 13 Instructions to Bidders, Section 2.6.

1.4 BASIS OF BIDS

- A. Bids shall be on a Unit Price basis. Unsealed or segregated Bids will not be accepted.
- B. Bids shall be evaluated based on lowest amount that meet the minimum requirements in Document 00 21 13 Instruction to Bidders, Part 3.

1.5 CONTRACT TIME

- A. The Work will be Substantially Complete by November 20, 2024 or within 90 days of mobilization.

1.6 RIGHT TO REJECT BIDS

- A. City of Holladay 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 City of Holladay.

1.7 GOVERNING LAWS AND REGULATIONS

- A. This project is not federally funded and does not require the payment of specific wage rates. Payroll submittal will not be required.
- B. Bidders on this Work will be subject to the applicable provisions of all federal rules, laws and regulations or orders.

1.8 OPTIONAL WORK

- A. Some work in this project is optional as bid in Schedule B in the Bid Schedule form. Award of optional work will be based on available budget.
- B. If the optional work is awarded, some work will be performed by Rockscapes under a separate contract as they previously provided landscaping services for the property owners and require the same contractor. Work by Others (Rockscape) is limited to the relocation of an existing boulder wall, extension of the boulder wall, excavation and disposal of waste excavation to subgrade, sod restoration, and sprinkler repairs.
- C. Bid evaluation and award may be based on either the Base Bid total or the Base Bid plus Optional Work total. Bid evaluation will not be based solely on the Optional Work bid total.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 DEFINED TERMS

- A. Terms used in the Bid Documents that are defined in Article 1.1 of the General Conditions will have the meanings indicated in the General Conditions.
- B. General Conditions: as published in Document 00 72 00 in the 2017 Manual of Standard 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 and ENGINEER assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 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 provisions of the current edition of the 2017 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. The publications may be purchased separately from the LTAP Center, Utah State University 8205 Old Main Hill, Logan UT 84322-8205.

1.3 PRE-BID COMMUNICATION

- A. All communications must be made in writing as instructed in Document 00 11 16 Invitation to Bid.

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.
- B. **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. **Contract Documents:** The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 1.4; that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents; and that 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.
- D. **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. Review all available explorations and data concerning surface and subsurface conditions as set forth in Section 1.4 above; and
7. 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.

- E. **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 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. 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.
 2. 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.
 3. 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 ENGINEER via email no later than seven (7) calendar days prior to opening of Bids. In the ENGINEER's discretion, ENGINEER will send the written interpretation to all persons receiving a set of Bid Documents in the form of an Addendum. If the ENGINEER does not respond to a Bidder's request for interpretation the Bidder shall comply with the intent and terms of the Contract Documents.
- 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 ENGINEER 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 SECURITIES

- A. **Amount of Bid Security:** A Bid Security must accompany each Bid. The total amount of the Bid on which Bid security is to be based shall be the sum of all items of the Bid constituting the maximum amount of the possible award to the Bidder. The Bid Bond amount must equal at least five (5) percent of the total amount of the Bid.
- B. **Form of Bid Security:** The Bid Security may be in the form of a certified check, cashier's check, cash, or Bid Bond. No other form of Bid Security will be accepted. A Bid Bond must be issued by a licensed Utah agency on behalf of a surety company licensed to do business in the State of Utah. A cashier's check must be drawn on a bank doing business in the State of Utah and made payable to OWNER. If a cashier's check is used in lieu of a Bid Bond, or if the Bid Bond does not specifically so provide, a certificate from an approved surety company guaranteeing execution of performance and payment bonds in the full amount of the bid must accompany the bid.
- C. **Purpose of Submission:** By submitting a Bid Bond Bidder assures OWNER it will take all steps necessary to properly execute the Contract Documents.
- D. **Return of Bid Security:** OWNER will return Bid securities to Bidder within 7 days after award of the Construction Contract. Bid Bonds and cashier's checks of all Bidders will be held until the Construction Contract is awarded or all bids have been rejected. The liability of OWNER in regards to the checks shall be limited only to the return of the checks.
- E. **Default:** In the event of failure or refusal of the Bidder to enter into the Construction Contract and the delivery to the OWNER a Performance Bond, Payment Bond and any

other Bonds or documents required by the Contract Documents after Notice of Intent to Award by the OWNER, the Bidder forfeits the sum of the Bid Bond or cashier's check as liquidated damages to the OWNER.

2.4 COMPLETING BID DOCUMENTS

- A. The General Conditions identify all forms comprising the Bid Documents. Additional copies may be obtained from the ENGINEER. 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. 00 41 00.
- B. The Bidder must fill in all items in the Bid form in ink or electronically. 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 in the manner directed by the ENGINEER.
- 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 email 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.

2.5 CONFLICT OF INTEREST, SUBCONTRACTORS

- A. Conflict of interest pertaining to Subcontractors is described in paragraph 6.5H of the General Conditions (Document 00 72 00).
- B. Bidder shall not subcontract more than 75 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, 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. Bidder will make no recapitulations, stipulations, alterations, alternate submissions, or modifications in any manner to any of the Contract Documents.
- C. **All bidders shall include the following Bid Form documents with required signatures and notarized when designated:**
 - 1. **Bid Schedule (Document 00 41 00)**
 - 2. **Bid Form (Document 00 41 02)****Failure to include any of these documents will result in Bid being considered non-responsive and may be disqualified.**
- 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 unless obviously non-responsive. 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 Bids.
- B. Any Bids received after the time specified in the Invitation to Bid will be returned unopened.

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. **Proposed Subcontractor Form:** Document 00 43 36. 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 ENGINEER's request, a Bidder, whose Bid is under consideration for award shall submit to the ENGINEER the following information for the Bidder. ENGINEER may request like information on Bidder's Subcontractors, Bidder's Suppliers or any other information the ENGINEER 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. Owned and rented equipment which is to be used to do the Work;
 - 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 ENGINEER.
- 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. OWNER reserves the right to reject any Bid if OWNER believes that it would not be in the 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.
- C. If the OWNER intends to make an award to a Bidder, a Notice of Intent to Award will be issued.
- D. 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.
- E. 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).
- F. 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.
- G. 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.
- H. 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); 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 REQUIRED FOR AWARD OF CONTRACT

In order to execute the contract, the following documents shall be submitted to OWNER within seven (7) calendar days of the receipt of the NOTICE OF INTENT TO AWARD.

- A. **Performance Bond:** The OWNER's requirements as to performance bonds are as set forth in the Modifications to General Conditions (Document 00 73 03). Specific requirements are set forth in the Performance Bond (Document 00 61 13).
 - 1. The form of the Bond 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. **Payment Bond:** The OWNER's requirements as to payment bonds are as set forth in the Modifications to General Conditions (Document 00 73 03). Specific requirements are set forth in the Payment Bond (Document 00 61 14).
 - 1. The form of the Bond 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.
- C. **Certificate of Insurance:** The OWNER's requirements as to insurance are as set forth in the Modifications to General Conditions (Document 00 73 03).
- D. **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 seven (7) calendar days after OWNER issues 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 Agreement (Document 00 52 00), bonds, and insurance. 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, City of Holladay and Salt Lake 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 seven (7) calendar 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 00 41 00

BID SCHEDULE

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

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

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as 2700 E Sidewalk Phase 1.

1.3 REFERENCES

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

1.4 SCHEDULES TO BE ADDED TO THE AGREEMENT

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

1.5 QUANTITY VARIANCES

- A. Estimated quantities are for bidding purposes only. Actual quantities will be determined by the ENGINEER. Quantities may be reduced, deleted, or increased beyond the bid quantities listed in Schedule A. Actual quantities will be paid at the contract unit price.

1.6 OPTIONAL WORK

- A. Some work in this project is optional as bid in Schedule B. Award of optional work will be based on available budget.
- B. If the optional work is awarded, some work will be performed by Rockscapes under a separate contract as they previously provided landscaping services for the property owners and require the same contractor. Work by Others (Rockscape) is limited to the relocation of an existing boulder wall, extension of the boulder wall, excavation and disposal of waste excavation to subgrade, sod restoration, and sprinkler repairs.
- C. Bid evaluation and award may be based on either the Base Bid total or the Base Bid plus Optional Work total. Bid evaluation will not be based solely on the Optional Work bid total.

PART 2 PRICE SCHEDULES

2.1 SCHEDULE A: BASE BID

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	General Requirements	LS	1	\$	\$
2	Mobilization and Demobilization	LS	1	\$	\$
3	Traffic Control and Pedestrian Safety	LS	1	\$	\$
4	Construction Survey	LS	1	\$	\$
5	Waste Excavation	Ton	465	\$	\$
6	Sawcut	LF	1,302	\$	\$
7	Asphalt Demo	SF	3,633	\$	\$
8	Concrete Flatwork Demo	SF	3,788	\$	\$
9	Concrete Curb &Gutter Demo	LF	453	\$	\$
10	Concrete Waterway Demo	SF	139	\$	\$
11	Sawcut and Remove Concrete and Rock Wall @ STA 1+15	LS	1	\$	\$
12	Demo retaining wall - Concrete - STA 2+01 to 2+52	LS	1	\$	\$
13	Demo and salvage retaining wall - Block - STA 8+00 to 8+60	LS	1	\$	\$
14	Demo and Salvage Retaining Wall - Block - STA 9+50 to 10+40	LS	1	\$	\$
15	Demo Retaining Wall - Rock - STA 11+65 to STA 11+85	LS	1	\$	\$
16	Remove Medium Tree	EA	5	\$	\$
17	Trim Tree	EA	2	\$	\$

18	Relocate Fire Hydrant	EA	1	\$	\$
19	Curb & Gutter - APWA Type A	LF	1,054	\$	\$
20	Curb & Gutter - APWA Type G	EA	83	\$	\$
21	Irrigation Sleeve	EA	8	\$	\$
22	4 inch thick Concrete Sidewalk	SF	5,636	\$	\$
23	6 inch thick Concrete Sidewalk	SF	1,226	\$	\$
24	Thickened Concrete Sidewalk Edge	LF	368	\$	\$
25	Concrete Driveway	SF	2,639	\$	\$
26	Bridge Driveway Approach	LF	90	\$	\$
27	ADA Ramp	EA	8	\$	\$
28	Repair wall at STA 1+15	LS	1	\$	\$
29	Concrete retaining wall STA 2+01 to 2+52	LS	1	\$	\$
30	Block retaining wall - STA 8+00 to STA 8+60	LS	1	\$	\$
31A	Block retaining wall - STA 9+50 to 10+40	LS	1	\$	\$
31B	Concrete retaining wall - STA 10+75 to 12+25	LS	1	\$	\$
32	Install traffic sign	EA	8	\$	\$
33	6" PG 58-28 asphalt, 1/2" aggregate	SF	5,326	\$	\$
34	Sod w/ 4" Thick Topsoil	SF	4,445	\$	\$
35	Medium natural color wood mulch	SF	180	\$	\$
36	Landscape Rock w/ Weed Barrier	SF	1,440	\$	\$
37	Irrigation Repairs	LS	1	\$	\$
38	Concrete Waterway Repair	SF	139	\$	\$

39	Common Fill (as needed)	Ton	30	\$	\$
40	Relocate Landscape Rocks @ STA 2+85	LS	1	\$	\$
41	Vinyl Fence @ STA 12+35	LS	1	\$	\$
Schedule A (Base Bid) Total					\$

2.2 SCHEDULE B: OPTIONAL WORK

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
42	Additional General Requirements, Mobilization, Traffic Control, & Construction Survey	LS	1	\$	\$
43	Waste Excavation	Ton	34	\$	\$
44	Sawcut	LF	78	\$	\$
45	Asphalt Demo	SF	280	\$	\$
46	Concrete Flatwork Demo	SF	350	\$	\$
47	Concrete Curb & Gutter Demo	LF	80	\$	\$
48	Relocate Fire Hydrant	EA	1	\$	\$
49	Curb & Gutter - APWA Type G	EA	68	\$	\$
50	4 inch thick Concrete Sidewalk	SF	1,350	\$	\$
51	6 inch thick Concrete Sidewalk	SF	60	\$	\$
52	Thickened Concrete Sidewalk Edge	LF	223	\$	\$
53	Concrete Driveway	SF	262	\$	\$
54	Bridge Driveway Approach	LF	12	\$	\$
55	ADA Ramp	EA	3	\$	\$
56	Install traffic sign	EA	3	\$	\$

57	6" PG 58-28 asphalt, 1/2" aggregate	SF	280	\$	\$
58	Remove Medium Tree	EA	5	\$	\$
Schedule B (Optional Work) Total					\$

2.1 SCHEDULE C

1	SCHEDULE A: BASE BID TOTAL	
2	SCHEDULE B: OPTIONAL WORK TOTAL	
	BASE BID + OPTIONAL WORK TOTAL (LINE 1 + LINE 2)	

DOCUMENT 00 41 01
MEASUREMENT AND PAYMENT

MEASUREMENT AND PAYMENT

1.1 GENERAL

- A. Units of measurement are listed above in the price schedule(s).
- B. See measurement and payment procedures in APWA Section 01 29 00.
- C. ENGINEER will take all measurements and compute all quantities.
- D. CONTRACTOR will verify ENGINEER's measurements and computations.
- E. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.
- F. Frames and covers damaged by CONTRACTOR will be replaced at no additional cost to OWNER.
- G. If ENGINEER determines an existing frame or cover needs to be replaced, a new frame or cover will be either provided by OWNER or CONTRACTOR. A frame and cover supplied by CONTRACTOR will be paid for by using prices agreed to in a Change Order.
- H. CONTRACTOR responsible for the preservation of neighboring facilities not being demolished, if damage occurs during construction proper restoration of all damage is required at no additional cost. All shall be included in the Bid Item.

1.2 GENERAL REQUIREMENTS (ITEM 1)

- A. Payment includes cost of bonds, SWPP protection and maintenance, public noticing, quality control, latrines, pre-construction meeting, protect in place features, and all other incidental work not included in other Bid Items.
- B. Payment will be made on percentage basis as follows.

Percent of Original Contract Amount Earned	Percent of Amount Bid to be Paid
5	80
100	20

1.3 MOBILIZATION AND DEMOBILIZATION (ITEM 2)

- A. Payment includes cost of mobilization, demobilization, installation of temporary facilities, and bringing all necessary construction equipment to site.
- B. This item shall be governed by Section 01 71 13 of the APWA Standard Specifications, and the contract documents provided.

C. Payment will be made on percentage basis as follows:

Percent of Original Contract Amount Earned	Percent of Amount Bid to be Paid
5	25
50	40
100	35

1.4 TRAFFIC CONTROL (ITEM 3)

- A. Payment includes cost of creating a traffic control plan acceptable to OWNER's transportation engineer, vehicular and pedestrian protection from work zone, and certified traffic control technician.
- B. Payment include maintenance of traffic control.
- C. This item shall be governed by Section 01 55 26 of the APWA Standard Specifications and Manual on Uniform Traffic Control Devices.
- D. Payment will be made on percentage basis as follows.

Percent of Original Contract Amount Earned	Percent of Amount Bid to be Paid
33	33
66	33
100	34

1.5 CONSTRUCTION SURVEY (ITEM 4)

- A. This item shall be governed by APWA Standard Specifications Section 01 71 23 and 01 71 24.
- B. Measurement shall be Lump Sum.
- C. Payment includes all costs to stake the construction site per the Drawings, including traffic control, software modeling and input, and all other associated work items.

1.6 WASTE EXCAVATION (ITEM 5)

- A. Measurement shall be Tonnage as determined by weigh tickets at the disposal site.
- B. Payment includes all costs to remove existing shrubs, bushes, trees with trunk dia. less than 3 inches, grubbing, sod, rock, mulch, roadbase, earthen material, and all other waste, unless paid under a separate pay item, to be removed from the site for the preparation of subgrade. Payment includes dumping fees.

1.7 SAWCUT (ITEM 6)

- A. Measurement shall be Linear Foot of asphalt or concrete cut.
- B. Payment includes all costs to sawcut asphalt or concrete for all thicknesses through to the roadbase, including all equipment and labor to complete the task, and all other associated work items.

1.8 ASPHALT DEMO (ITEM 7)

- A. Measurement shall be Square Foot of asphalt removed.
- B. Payment includes all costs to demo, remove and dispose of existing asphalt for all thicknesses, including all equipment and labor to complete the task, and all other associated work items.

1.9 CONCRETE FLATWORK DEMO (ITEM 8)

- A. Measurement shall be Square Foot of concrete flatwork removed.
- B. Payment includes all costs to demo, remove and dispose of existing concrete driveways, sidewalks, and steps; including all equipment and labor to complete the task, and all other associated work items.

1.10 CONCRETE CURB & GUTTER DEMO (ITEM 9)

- A. Measurement shall be Linear Foot of concrete curb and gutter removed.
- B. Payment includes all costs to demo, remove and dispose of existing concrete curb and gutters, including all equipment and labor to complete the task, and all other associated work items. Removed curbs without gutter will be paid under pay item Concrete Flatwork Demo.

1.11 CONCRETE FLATWORK DEMO (ITEM 10)

- A. Measurement shall be Square Foot of concrete waterway removed.
- B. Payment includes all costs to demo, remove and dispose of existing concrete waterway; including all equipment and labor to complete the task, and all other associated work items.

1.12 SAWCUT AND REMOVE CONCRETE AND ROCK WALL – BLOCK @ STA 1+15 (ITEM 11)

- A. Measurement shall be Lump Sum for the wall as shown on the Drawings at STA 1+15.
- B. Payment includes all costs to sawcut, demo, and remove approximately 2' of existing concrete retaining wall to the footing, including all equipment and labor to complete the task, and all other associated work items.

1.13 DEMO RETAINING WALL – CONCRETE – STA 2+01 TO 2+52 (ITEM 12)

- A. Measurement shall be Lump Sum for the wall as shown on the Drawings between STA 2+01 to 2+52, including lengths not perpendicular to the alignment stations.
- B. Payment includes all costs to demo, remove and dispose of existing rock and mortar retaining wall, including all equipment and labor to complete the task, and all other associated work items.

1.14 DEMO AND SALVAGE RETAINING WALL – BLOCK – STA 8+00 TO 8+60 (ITEM 13)

- A. Measurement shall be Lump Sum for the wall as shown on the Drawings between STA 8+00 to 8+60.
- B. Payment includes all costs to demo, remove and stockpile existing retaining wall blocks, including all equipment and labor to complete the task, and all other associated work items. Unused blocks to be disposed of under pay item Waste Excavation.

1.15 DEMO AND SALVAGE RETAINING WALL – BLOCK – STA 9+50 TO 10+40 (ITEM 14)

- A. Measurement shall be Lump Sum for the wall as shown on the Drawings between STA 9+50 to 10+40.
- B. Payment includes all costs to demo, remove and stockpile existing retaining wall blocks, including all equipment and labor to complete the task, and all other associated work items. Unused blocks to be disposed of under pay item Waste Excavation.

1.16 DEMO RETAINING WALL – ROCK – STA 11+65 TO 11+85 (ITEM 15)

- A. Measurement shall be Lump Sum for the wall as shown on the Drawings between STA 11+65 to 11+85.

- B. Payment includes all costs to demo, remove and dispose of existing rock and mortor retaining wall, including all equipment and labor to complete the task, and all other associated work items.

1.17 REMOVE MEDIUM TREE (ITEM 16)

- A. Measurement shall be each tree removed.
- B. Payment includes all costs to cut down tree with 3” dia. to 12” dia., grind stump, remove, and dispose of tree, including all equipment and labor to complete the task, and all other associated work items.

1.18 TRIM TREE (ITEM 17)

- A. Measurement shall be each tree trimmed.
- B. Payment includes all costs for a licensed arborist to trim tree, remove and dispose of all trimmings, including all equipment and labor to complete the task, and all other associated work items.

1.19 RELOCATE FIRE HYDRANT (ITEM 18)

- A. Measurement shall be each fire hydrant relocated.
- B. Payment includes all costs to relocate an existing hydrant, extending or reducing the length of the 6” lateral, all fittings, restraints, blocks, pipe surround material, trench backfill with imported roadbase, and compaction, including all equipment and labor to complete the task, and all other associated work items.

1.20 CURB & GUTTER - APWA TYPE A (ITEM 19)

- A. Measurement shall be of each Linear Foot of Type A curb and gutter installed.
- B. Payment includes all costs to prepare and shape the subgrade, supply, place and compact 6” of roadbase, form, pour, joint, and finish concrete, curing, including all equipment and labor to complete the task, and all other associated work items. Any cold weather protection will be incidental to the unit price and not paid separately.

1.21 CURB & GUTTER - APWA TYPE G (ITEM 20)

- A. Measurement shall be of each Linear Foot of Type A curb and gutter installed.

- B. Payment includes all costs to prepare and shape the subgrade, supply, place and compact 6" of roadbase, form, pour, joint, and finish concrete, curing, including all equipment and labor to complete the task, and all other associated work items. Any cold weather protection will be incidental to the unit price and not paid separately.

1.22 IRRIGATION SLEEVE (ITEM 21)

- A. Measurement shall be of Each irrigation sleeve installed.
- B. Payment includes all costs to install a 4" Schedule 40 PVC irrigation sleeve under sidewalk, including all equipment and labor to complete the task, and all other associated work items.

1.23 4" THICK CONCRETE SIDEWALK (ITEM 22)

- A. Measurement shall be of each Square Foot of 4" thick concrete sidewalk installed. Measurement includes area of any sidewalk with a thickened edge.
- B. Payment includes all costs to prepare and shape the subgrade, supply, place and compact 6" of roadbase, form, pour, joint, and finish concrete, curing, including all equipment and labor to complete the task, and all other associated work items. Any cold weather protection will be incidental to the unit price and not paid separately.

1.24 6" THICK CONCRETE SIDEWALK (ITEM 23)

- A. Measurement shall be of each Square Foot of 6" thick concrete sidewalk installed.
- B. Payment includes all costs to prepare and shape the subgrade, supply, place and compact 6" of roadbase, form, pour, joint, and finish concrete, curing, including all equipment and labor to complete the task, and all other associated work items. Any cold weather protection will be incidental to the unit price and not paid separately.

1.25 THICKENED CONCRETE SIDEWALK EDGE (ITEM 24)

- A. Measurement shall be of each Linear Foot of 12" thick concrete sidewalk edge installed.
- B. Payment includes all costs to prepare and shape the subgrade for a 12" thickened concrete at the back of curb per road Section C on the Drawings, additional concrete more than 4" thick (not paid under 4" Thick Concrete Sidewalk pay item), continuous No. 4 rebar (one direction), including all equipment and labor to complete the task, and all other associated work items. Roadbase shall be paid under 4" Thick Concrete Sidewalk pay item.

1.26 CONCRETE DRIVEWAY (ITEM 25)

- A. Measurement shall be of each Square Foot of 6" thick concrete driveway and driveway apron installed.
- B. Payment includes all costs to prepare and shape the subgrade, supply, place and compact 6" of roadbase, form, pour, joint, and finish concrete, curing, including all equipment and labor to complete the task, and all other associated work items. Any cold weather protection will be incidental to the unit price and not paid separately.

1.27 BRIDGE DRIVEWAY APPROACH (ITEM 26)

- A. Measurement shall be of each Linear Foot of concrete bridge driveway approach installed, inclusive of the wing walls per AWWA Plan 229.1 and 229.2.
- B. Payment includes all costs to prepare and shape the subgrade, supply, place and compact 6" of roadbase, form, pour, joint, and finish concrete, curing, 10 gauge galvanized steel plate, curbing, and concrete bridge arch, including all equipment and labor to complete the task, and all other associated work items. Any cold weather protection will be incidental to the unit price and not paid separately. 12" wide asphalt strip demo, sawcutting, tack coat, and asphalt patching to be paid under separate bid items.

1.28 ADA RAMP – AWWA PLAN 235.1 EXAMPLE A (ITEM 27)

- A. Measurement shall be of Each ADA installed. Includes the tactile pad, turning area, ramp, curb walls, curb and gutter. Asphalt patching and waterway replacement areas to be paid under separate bid items.
- B. Payment includes all costs to prepare and shape the subgrade, supply, place and compact 6" of roadbase, form, pour, joint, and finish concrete, curing, including all equipment and labor to complete the task, and all other associated work items. Any cold weather protection will be incidental to the unit price and not paid separately.

1.29 REPAIR WALL @ STA 1+50 (ITEM 28)

- A. Measurement shall be Lump Sum for the wall as shown on the Drawings at STA 1+50.
- B. Payment includes all costs to plaster the face of the cut wall to match the existing wall, including all equipment and labor to complete the task, and all other associated work items.

1.30 CONCRETE RETAINING WALL - STA 2+01 TO 2+52 (ITEM 29)

- A. Measurement shall be Lump Sum for the concrete retaining wall as shown on the Drawings between STA 2+01 to 2+52, including lengths not perpendicular to the stationing alignment.
- B. Payment includes all costs to construct a new concrete retaining wall and footing with a wrought iron fence to the elevations shown on the Drawings (Grading Plan), including all equipment and labor to complete the task, and all other associated work items.

1.31 BLOCK RETAINING WALL - STA 8+01 TO 8+60 (ITEM 30)

- A. Measurement shall be Lump Sum for the landscape block wall as shown on the Drawings between STA 8+01 to 8+60, including lengths not perpendicular to the stationing alignment.
- B. Payment includes all costs to construct a new landscape block retaining wall to the elevations shown on the Drawings (Grading Plan), including all equipment and labor to complete the task, and all other associated work items.

1.32 BLOCK RETAINING WALL - STA 9+50 TO 10+40 (ITEM 31A)

- A. Measurement shall be Lump Sum for the landscape block wall as shown on the Drawings between STA 9+50 to 10+40, including lengths not perpendicular to the stationing alignment.
- B. Payment includes all costs to construct a new landscape block retaining wall to the elevations shown on the Drawings (Grading Plan), including all equipment and labor to complete the task, and all other associated work items.

1.33 CONCRETE RETAINING WALL - STA 10+75 TO 12+25 (ITEM 31B)

- A. Measurement shall be Lump Sum for the concrete retaining wall as shown on the Drawings between STA 10+75 to 12+25, including lengths not perpendicular to the stationing alignment.
- B. Payment includes all costs to construct a new landscape block retaining wall to the elevations shown on the Drawings (Grading Plan), including all equipment and labor to complete the task, and all other associated work items.

1.34 INSTALL TRAFFIC SIGN (ITEM 32)

- A. Measurement shall be Each traffic sign installed.

- B. Payment includes all costs to furnish and install a ground mounted pole and sign. Includes foundation, breakaway base, galvanized post, mounting bars, brackets, clamps, and sign, including all equipment and labor to complete the task, and all other associated work items.
- C. Install ground mounted signs per UDOT SN series standard drawings and UDOT standards and specifications Section 02891. Location of signs as indicated by Drawings with placement governed by UDOT SN 2A.

1.35 6" PG 58-28- ASPHALT, ½" AGGREGATE (ITEM 33)

- A. This item shall be governed by APWA Standard Specifications Section 32 12 05.
- B. Measurement shall be Square Foot of asphalt installed.
- C. Payment includes all costs to prepare the existing roadbase. Includes all costs to furnish and lay the asphalt in two separate lifts for a total of 6" thick, including tack coating the edges of adjacent existing asphalt and concrete, compaction and testing of the asphalt. Includes all equipment and labor to complete the task, and all other associated work items.

1.36 SOD W/ 4" TOPSOIL (ITEM 34)

- A. This item shall be governed by APWA Standard Specifications Section 31 05 13 and Section 32 92 00.
- B. Measurement shall be Square Foot of sod installed on 4" of topsoil.
- C. Payment includes costs to furnish and install 4" thick of topsoil and sod. Includes sprinkling the sod for 10 minutes and then rolling it. Includes all equipment and labor to complete the task, and all other associated work items.

1.37 MEDIUM NATURAL COLOR WOOD MULCH (ITEM 35)

- A. Measurement shall be Square Foot of medium natural colored wood mulch.
- B. Payment includes costs to furnish and install 3" thick of wood mulch. Includes all equipment and labor to complete the task, and all other associated work items.

1.38 LANDSCAPE ROCK W/ WEED BARRIER (ITEM 36)

- A. Landscape rock to be 2" to 4" decorative rock by Geneva or equivalent.
- B. Measurement shall be Square Foot of installed landscape rock on weed barrier.

- C. Payment includes costs to furnish and install 6" thick of landscape rock and heavy duty weed barrier. Includes all equipment and labor to complete the task, and all other associated work items.

1.39 IRRIGATION REPAIRS (ITEM 37)

- A. Irrigation repairs are highly dependent on the care taken by the Contractor. The Contractor shall repair all damaged sprinkler irrigation systems and relocate any existing sprinklers in conflict with the work due to either vertical or horizontal changes.
- B. Measurement shall be Lump Sum.
- C. Payment includes repairs to damaged sprinkler irrigation systems and relocation (whether new or reused components) of existing sprinkler systems as needed. Bid price to include addressing unknown conditions. Includes all equipment and labor to complete the task, and all other associated work items.

1.40 CONCRETE WATEWAY REPAIR (ITEM 38)

- A. Measurement shall be of each Square Foot of concrete water repaired.
- B. Payment includes all costs to prepare and shape the subgrade, rebar, drilling, dowels, epoxy, form, pour, joint, and finish concrete, curing, including all equipment and labor to complete the task, and all other associated work items. Any cold weather protection will be incidental to the unit price and not paid separately.

1.41 COMMON FILL (ITEM 39)

- A. Any grading of the ground using existing materials is incidental to other pay items.
- B. Common Fill to be approved by Engineer prior to importing the material. The Engineer is to verify the location and estimate the cubic footage of the required fill. **Imported fill not approved by the Engineer prior to the material being imported will not be paid.**
- C. Measurement shall be Tonnage as determined by weigh tickets by the supplier.
- D. Payment includes costs to furnish and install $\frac{3}{4}$ " roadbase or other material otherwise approved by the Engineer. Includes placement, grading, and compaction. Includes all equipment and labor to complete the task, and all other associated work items.

1.42 RELOCATE LANDSCAPE ROCKS @ STA 2+15 (ITEM 40)

- A. Measurement shall be Lump Sum, including lengths not perpendicular to the stationing alignment.
- B. Payment is for removal, stockpiling, relocating, and/or disposing of unused decorative landscape rocks less than 24" dia. Includes all equipment and labor to complete the task, and all other associated work items.

1.43 VINYLE FENCE @ STA 12+35 (ITEM 41)

- A. Measurement shall be Lump Sum, including lengths not perpendicular to the stationing alignment.
- B. Payment is for removal and reconstruction of vinyl fence from a 90 deg corner to a 45 degree corner, including posts, foundations, panels, brackets and all other materials to match the aesthetics and quality of the existing vinyl fence. Includes all equipment and labor to complete the task, and all other associated work items.

OPTIONAL WORK

1.44 ADDITIONAL GENERAL REQUIREMENTS, MOBILIZATION, TRAFFIC CONTROL, & CONSTRUCTION SURVEY (ITEM 42)

- A. Measurement shall be Lump Sum for additional general requirements, mobilization, traffic control, & construction survey.
- B. Payment includes is for all optional work not covered in pay items 1 through 4. Payment will be made on a percentage basis of Optional Work completed.

1.45 ITEM 43 THROUGH 58

- A. Pay Items 43 through 58 will be measured and paid as per previously described matching pay items.

END OF DOCUMENT

DOCUMENT 00 41 02
BID FORM

PART 1 GENERAL

1.1 BID PROPOSAL

- A. After having personally and carefully examined all conditions surrounding the Work and the Contract Documents, the undersigned proposes to furnish all labor, equipment, tools and machinery and to furnish and deliver all materials not specifically mentioned as being furnished by the OWNER, which is required in and about the construction of the Construction Contract known as **2700 E Sidewalk Project**.
- B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule (Document 00 41 00) 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 encloses a certified check, cashier's check, or a Bid Bond for _____ Dollars (\$ _____) which is five (5) percent of the Bid amount payable to the OWNER, as a guarantee of good faith, and which it is agreed will be forfeited to the OWNER as liquidated damages in the event of the failure of the undersigned to enter into a contract and furnish satisfactory bonds to the OWNER.
- E. The undersigned proposes to execute the attached contract within seven (7) days after the Notice of Intention to Award, and to begin work within seven (7) days after being notified to do so by the OWNER.
- F. The undersigned agrees the Bid is genuine. The Bid is not made in the interest of or on behalf of any undisclosed person, firm or corporation. The undersigned agrees that they have not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; that they have not solicited or induced any person, firm or corporation to refrain from bidding; and that they have not sought by collusion to obtain for itself any other advantage over any separate Bidder or over OWNER.
- G. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time or some other portion of the Construction Contract, after Bid opening, 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.
- H. 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

2.1 BIDDER

- A. The Bidder is as follows

Business Name: _____

Address: _____

Telephone number: _____

Email Address: _____

Tax identification 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 a _____ Contractor. License renewal date is the _____ day of _____, _____.
- C. The undersigned hereby acknowledges receipt of the following Addenda.

(list Addenda numbers here)

2.2 BIDDER'S SUBSCRIPTION

A. Date: _____

B. Bidder's Signature: _____

C. Print Bidder's name here: _____

D. Title: _____

END OF DOCUMENT

DOCUMENT 00 42 00
BID BOND

PART 1 GENERAL

1.1 PROCEDURE

- A. For filing purposes, add Bid Bond to the Contract Documents following this page.

END OF DOCUMENT

DOCUMENT 00 43 36
PROPOSED SUBCONTRACTOR FORM

PART 1 GENERAL

1.1 BIDDER

A. Business Name: _____

Address: _____

B. Telephone Number: _____

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as **2700 E Sidewalk Phase 1.**

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

SUBCONTRACTORS		
Name and Address	Nature and Extent of Work to be Sublet	Amount
1.		
2.		
3.		
SUPPLIERS		
Name and Address	Nature and Extent of Materials to be Supplied	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: _____
- C. Title: _____

END OF DOCUMENT

DOCUMENT 00 52 00
AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

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

- C. Telephone number: _____
- D. Email: _____

1.2 OWNER

- A. The name of the OWNER is City of Holladay.

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as **2700 E Sidewalk Phase 1**.

1.4 ENGINEER

- A. Jared Bunch, P.E. 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.

1.5 REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

- A. CONTRACTOR represents that it has not:
1. Provided an illegal gift or payoff to a City officer or employee or former City officer or employee, 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.

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 (Document 00 43 00) are as follows.
 - 1. Schedule A
- 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. by **November 20, 2024** or
 - 2. within 90 days of mobilization.
- 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: **February 6, 2024**

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within **14** 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:** Five hundred dollars and zero cents (**\$500.00**) 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 email, 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. Five hundred dollars and zero cents (**\$500.00**) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.
- B. **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 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: _____
- B. Please print name here: _____
- C. Title: _____
- D. CONTRACTOR's Utah license number: _____
- E. Notary Acknowledgement: In the Country of _____,
State of _____, on the _____ day of _____, 20____,
the foregoing instrument was acknowledged before me

(person acknowledging and the title or representative capacity, if any).

Notary's signature

Residing at

My commission expires:

Notary's seal

3.2 OWNER'S SUBSCRIPTION AND ATTESTATION

A. OWNER: City of Holladay

(City Manager's Signature)

B. Attest

(SEAL)

C. Address for giving notices:

City of Holladay
4580 S 2300 E
Holladay, UT 84117
(801) 272-9450

Recommended for approval:

(Public Services Director)

3.3 EFFECTIVE DATE

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

END OF DOCUMENT

DOCUMENT 00 61 13
PERFORMANCE BOND

PART 1 GENERAL

1.1 BOND

- A. Number: _____
- B. Amount: _____
- _____ Dollars (\$_____)

1.2 SURETY

- A. Name: _____
- B. Address: _____
- _____
- C. Telephone number: _____
- D. Email: _____

1.3 CONTRACTOR

- A. Name: _____
- B. Address: _____
- _____
- C. Telephone number: _____
- D. Email: _____

1.4 OWNER

- A. City of Holladay

1.5 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as **2700 E Sidewalk Phase 1.**

1.6 DEFINED TERMS

- A. Terms used in this Performance Bond which are defined in Article 1.1 of the General Conditions (Document 00 72 00) will have the meanings indicated in the General Conditions.

PART 2 COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

- A. Surety as surety, and CONTRACTOR as principal, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER as obligee, for the performance of the Construction Contract, whether awarded or about to be awarded.
- B. If CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences indicated in Article 2.3.

2.2 NOTICE

- A. Notice to the Surety, the OWNER or the CONTRACTOR shall be sent by certified mail, or hand delivered to the address shown on this Bond agreement.
- B. Notices sent as required by paragraph 2.2A shall be effective on the date on which such notice was sent.
- C. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by hand delivered.
- D. If the time for response to any notice expires on a Saturday, Sunday or a legal holiday in the State of Utah, the time shall be extended to the next working day.

2.3 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. If the CONTRACTOR fails to perform or to comply with the terms of the Construction Contract, and such failure to perform or to comply has not been waived by the OWNER, the OWNER may notify the CONTRACTOR and the Surety, at their addresses described above, that the OWNER is considering declaring the CONTRACTOR in default.
- B. Before declaring the default, the OWNER shall request and attempt to arrange a conference with the CONTRACTOR and the Surety to be held at a time and place required by the OWNER to discuss methods of performing the Work.
- C. If the CONTRACTOR does not attend the conference or agree to cure any deficiencies in the CONTRACTOR's performance of the Work to the satisfaction of the OWNER, the OWNER may declare the CONTRACTOR in default and formally terminate the CONTRACTOR's right to complete the Work. Such default shall not be declared earlier

than 10 days after the CONTRACTOR and the Surety have received notice as provided in article 2.2.

- D. If the Contract with the CONTRACTOR is terminated, the OWNER agrees to pay the unpaid Balance of the Contract Price to the Surety for completion of the Work in accordance with the terms of the Construction Contract or to a contractor selected by the Surety to perform the Work in accordance with the terms of the Construction Contract.

2.4 SURETY'S OPTIONS AT CONTRACTOR TERMINATION

- A. Surety Completes the Work: The Surety may undertake to perform and complete the Work itself, through its agents or through independent contractors.
- B. Surety Obtains Bids or Proposals: The Surety may obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Work.
 - 1. Such bids or proposals shall be prepared by the Surety for execution by the OWNER and the completion contractor selected.
 - 2. Surety shall secure the contract with Performance and Payment Bonds executed by a qualified surety equivalent to this Performance Bond and the Payment Bond (Document 00 61 14); and
 - 3. Surety shall pay to the OWNER the amount of damages as described in paragraph 2.6 in excess of the balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's default.
 - 4. Surety to Pay OWNER: Surety may determine the amount not to exceed the amount of this bond specified in paragraph 1.1B, for which Surety believes it may be liable to pay, and tender payment therefore to the OWNER. OWNER has sole discretion to accept payment. If the OWNER refuses the payment tendered, or the Surety has denied liability in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

2.5 PROCEDURE FOR OWNER TO DECLARE SURETY IN DEFAULT

- A. The OWNER may declare the Surety to be in default upon the following procedures.
 - 1. The OWNER shall issue an additional written notice to the Surety, after declaring the CONTRACTOR in default as provided in Article 2.3, demanding that the Surety perform its obligations under this Bond.
 - 2. Surety shall respond to the OWNER within 15 days after receipt of the OWNER's additional notice, either denying the claim or accepting liability and exercising its' options under Article 2.4.

2.6 SURETY'S OBLIGATIONS

- A. After the OWNER has terminated the CONTRACTOR's right to complete the Construction Contract, and if the Surety elects to complete the Construction Contract as provided in Article 2.4, then the responsibilities of the Surety to the OWNER shall not

be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction Contract.

- B. To the limit of the amount of this Bond, but subject to commitment by the OWNER to pay all valid and proper payments made to or on behalf of the CONTRACTOR under the Construction Contract, the Surety is obligated, without duplication, for:
 - 1. the responsibilities of the CONTRACTOR for correction of Defective Work and completion of the Construction Contract;
 - 2. design professional and delay costs resulting from the CONTRACTOR's default, and resulting from the actions or failure to act of the Surety under article 2.4; and
 - 3. liquidated damages which are or may become due for any reason.

2.7 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A. The Surety and the OWNER shall not be liable to others for obligations of the CONTRACTOR that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or changed on account of any such unrelated obligations.
- B. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

2.8 SURETY WAIVES NOTICE OF ANY CHANGE

- A. Surety hereby waives notice of any change, including changes of Contract Time, Contract Price and scope of Work, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

2.9 VENUE

- A. Any suit or action commenced by OWNER under this Bond shall be for action in a court of competent jurisdiction in the State of Utah.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Surety and CONTRACTOR execute this Bond agreement and declare it to be in effect as of the ____ day of _____, _____.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Type of organization: _____
(corporation, partnership, individual, etc.)

- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR's authority to sign.
- C. CONTRACTOR's signature: _____
- D. Please print name here: _____
- E. Title: _____
- F. Notary Acknowledgement: In the Country of USA, State of _____, on the _____ day of _____, 20____, the foregoing instrument was acknowledged before me

(person acknowledging and the title or representative capacity, if any).

Notary's signature

Residing at

My commission expires:

Notary's seal

3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Attach evidence of Surety's corporate authority to sign.
- B. Surety's signature: _____
- C. Please print name here: _____
- D. Title: _____
- E. **Acknowledgment:** In the County of _____,
State of _____, on the _____ day of _____, _____,
before me, the undersigned notary, personally appeared _____,
who proved to me his/her identity through documentary evidence in the form of a
_____ to be the
person whose name is signed as the authorized Surety and acknowledged to me that this
document was signed voluntarily for its stated purpose.

Notary Public signature

Notary Public seal

END OF DOCUMENT

DOCUMENT 00 61 14
PAYMENT BOND

PART 1 GENERAL

1.1 BOND

- A. Number: _____
- B. Amount: _____
- _____ Dollars (\$_____)

1.2 SURETY

- A. Name: _____
- B. Address: _____
- _____
- C. Telephone number: _____
- D. Email: _____

1.3 CONTRACTOR

- A. Name: _____
- B. Address: _____
- _____
- C. Telephone number: _____
- D. Email: _____

1.4 OWNER

- A. City of Holladay

1.5 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as **2700 E Sidewalk Phase 1.**

1.6 DEFINED TERMS

- A. Terms used in this Performance Bond which are defined in Article 1.1 of the General Conditions (Document 00 72 00) will have the meanings indicated in the General Conditions.

PART 2 COVENANTS

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

- A. Surety as surety, and CONTRACTOR as principal, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER as obligee, for the performance of the Construction Contract, whether awarded or about to be awarded.
- B. If CONTRACTOR performs the Construction Contract, the Surety and the CONTRACTOR shall have no obligation under this Bond.

2.2 NOTICE

- A. Notice to the Surety, the OWNER or the CONTRACTOR shall be sent by certified mail, facsimile, or hand delivered to the address shown on this Bond agreement.
- B. Notices sent as required by paragraph 2.2A shall be effective on the date on which such notice was sent.
- C. Notice may be sent by facsimile. Facsimile notice shall be effective on the date of transmission provided that a confirmation establishing the successful transmission of the notice is sent by first-class mail, postage prepaid, along with a copy of the notice transmitted, no later than twenty-four (24) hours after the facsimile notice is transmitted.
- D. If any notice requires a period of less than seven (7) days for response, the notice shall be sent by facsimile.
- E. If the time for response to any notice expires on a Saturday, Sunday or a legal holiday in the State of Utah, the time shall be extended to the next working day.

2.3 CONDITIONS OF SURETY'S LIABILITY

- A. With respect to the OWNER, this Bond agreement shall be null and void if the CONTRACTOR promptly takes the following actions:
 - 1. promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2. defends, indemnifies and saves harmless the OWNER from all claims, demands, Liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Work, provided the OWNER has tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety.

2.4 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. **Concerning Claimants who have a Direct Contract with the CONTRACTOR:** The Surety shall have no obligation to Claimants under this Bond who are employed by or have a direct contract with the CONTRACTOR until Claimants have given notice to the Surety at the address shown on this Bond agreement and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
- B. **Concerning Claimant who does not have a Direct Contract with the CONTRACTOR:** The Surety shall have no obligation to Claimant under this Bond who does not have a direct contract with the CONTRACTOR until Claimant takes the following actions.
1. The Claimant shall furnish written notice to the CONTRACTOR and send a copy, or notice thereof, to the 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 were furnished or supplied or for whom the labor was done or performed.
 2. The Claimant shall have either received a rejection in whole or in part from the CONTRACTOR, or not received within 15 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR has indicated the claim will be paid directly or indirectly.
 3. Not having been paid within the above 15 days, the Claimant shall have sent a written notice to the Surety at the address described on this Bond agreement and sent a copy, or notice thereof, to the OWNER stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

2.5 SURETY'S OPTION TO SETTLE CLAIMS

- A. When the Claimant has satisfied the conditions of article 2.4, the Surety shall promptly and at the Surety's expense take the following actions.
1. Send an answer to the Claimant, with a copy to the 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; and
 2. Pay or arrange for payment of any undisputed amounts.

2.6 SURETY'S OBLIGATION

- A. Surety's total obligations under this bond 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 the Surety.

2.7 USE OF FUNDS

- A. Amounts owed by OWNER to CONTRACTOR under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, against the Performance Bond (Document 00 61 13). By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Work are dedicated as follows:
1. The OWNER has first priority to use the funds for the completion of the Work.
 2. The CONTRACTOR and the Surety have second priority to use the funds to satisfy the obligations of the CONTRACTOR and the Surety under this Bond.

2.8 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A. The Surety and the OWNER shall not be liable to Claimants or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract.
- B. The OWNER shall not be liable for payment of any damages, 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.

2.9 SURETY WAIVES NOTICE OF ANY CHANGE

- A. Surety hereby waives notice of any change to the Construction Contract including changes of Contract Time, Contract Price, and scope of Work, or to related subcontracts, purchase orders or other obligations.

2.10 VENUE

- A. Any suit or action commenced by a Claimant under this Bond shall be for action in a court of competent jurisdiction in the State of Utah.

2.11 COPIES OF THIS BOND

- A. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR or OWNER shall promptly furnish a copy of this Bond or shall permit a copy to be made.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Surety and CONTRACTOR execute this Bond agreement and declare it to be in effect as of the ____ day of _____, _____.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Type of organization: _____
(corporation, partnership, individual, etc.)
- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR's authority to sign.
- C. CONTRACTOR's signature: _____
- D. Please print name here: _____
- E. Title: _____
- F. Notary Acknowledgement: In the Country of USA, State of _____, on the _____ day of _____, 20____, the foregoing instrument was acknowledged before me
- _____
(person acknowledging and the title or representative capacity, if any).

Notary's signature

Residing at

My commission expires:

Notary's seal

3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Attach evidence of Surety's corporate authority to sign.
- B. Surety's signature: _____
- C. Please print name here: _____
- D. Title: _____
- E. **Acknowledgment:** In the County of _____,
State of _____, on the _____ day of _____, _____,
before me, the undersigned notary, personally appeared _____,
who proved to me his/her identity through documentary evidence in the form of a
_____ to be the
person whose name is signed as the authorized Surety and acknowledged to me that this
document was signed voluntarily for its stated purpose.

Notary's signature

Residing at

My commission expires:

Notary's seal

END OF DOCUMENT

DOCUMENT 00 62 16
CERTIFICATE OF INSURANCE

PART 1 GENERAL

1.1 PROCEDURE

- A. For filing purposes, add Certificates of Insurance to the Contract Documents following this page.
- B. Certificates of Insurance must include all requirements in Section 5.2 of the Modifications to General Conditions (Supplementary Conditions) (Document 00 73 03).

END OF DOCUMENT

DOCUMENT 00 73 03

MODIFICATIONS TO GENERAL CONDITIONS

This document changes provisions specified in the General Conditions in the 2017 Manual of Standard Specifications published by the Utah Chapter of the American Public Works Association.

Add the following paragraphs to Article 2.2 (page 20).

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.

Modify Article 5.1 (page 28) to read as follows.

5.1 PERFORMANCE, PAYMENT AND OTHER BONDS

- A. Prior to OWNER executing the Agreement, CONTRACTOR shall file with the OWNER a good and sufficient performance Bond and a payment Bond, each in the sum of not less than 100 percent of the Contract Price.
- B. The Bonds shall be executed by the CONTRACTOR and secured by a company duly and regularly authorized to do a general surety business in the State of Utah and either (i) named in the current U.S. Treasury Department's listing of approved sureties (Department Circular 570) (as amended) with an underwriting limitation equal to or greater than the Contract Price which the Bond guarantees, or (ii) with a current "A-" rating or better in A.M. Best Co., Inc's. Best Insurance Reports, Property and Casualty Edition.
- C. The Performance Bond shall guarantee the faithful performance of the Construction Contract by the CONTRACTOR and the payment Bond shall guarantee the payment of labor and materials. The Bonds shall inure by their terms to the benefit of the OWNER. Neither this nor any other provision requiring a performance Bond shall be construed to create any rights in any third party Claimant as against the OWNER for performance of the Work under the Construction Contract.
- D. All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds for the limits so required. Such surety companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary General Conditions.
- E. If the surety on any Bond furnished by CONTRACTOR is subject to any proceeding under the Bankruptcy Code (Title 11, United States Code) or becomes insolvent or its right to do business is terminated in the State of Utah or it ceases to meet the

requirements of this Article, CONTRACTOR shall, within 15 days thereafter, substitute another Bond and surety, both of which must be acceptable to OWNER.

- F. The OWNER shall hold a minimum 5% of the bond amounts during the correction period described in Article 13.7.

Modify Article 5.2 (page 28) to read as follows.

5.2 INSURANCE

- A. Contractor shall provide the following minimum insurance coverage from companies holding a General Rating of “A” or better as set forth in the most current issue of Best’s Key Rating Insurance Guide written for not less than the following, or greater if required by law and all such insurance to be primary to any insurance maintained by Owner, shall name Owner as additional insured with waiver of subrogation:
1. The Contractor’s Worker’s Compensation Insurance shall be written for not less than the statutory limits for the locale of the Project and the Contractor’s Employer’s Liability Insurance shall be written for not less than \$1,000,000.
 2. The Contractor’s Comprehensive Automobile Liability Insurance shall be written with combined single limits of not less than \$1,000,000 each occurrence.
 3. The Contractor’s Comprehensive General Liability Insurance with contractual liability coverage on occurrence form with limits not less than \$1,000,000 each occurrence. Completed Operations insurance must be kept in effect for 2 years after completion of work.
 4. The Contractor shall not commence Work under this Agreement until all of the insurance required herein shall have been obtained by the Contractor. The Contractor shall furnish to the Owner Certificates of Insurance verifying that such insurance has been obtained. Such certificates will provide that Owner will receive at least thirty (30) days prior written notice of any material change in, cancellation of, or non-renewal of such insurance.
 5. If applicable, professional liability (errors & omissions) Insurance coverage for a limit of \$2,000,000. Insurance shall be carried for two years after the work has been completed.
 6. If Contractor uses any subcontractors, Contractor will provide for subcontractors or require the same insurance provisions for its subcontractors.

END OF DOCUMENT

DOCUMENT 00 74 00

PART 1

SUPPLEMENTAL GENERAL CONDITIONS

This document supplements provisions specified in the General Conditions in the 2017 Manual of Standard Specifications published by the Utah Chapter of the American Public Works Association.

1.1 WORK BY OTHERS

- A. The CONTRACTOR shall cooperate fully with all utility forces of the OWNER or the forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities which interfere with the progress of the WORK, and shall schedule the WORK so as to minimize the interference with said relocation, altering or other rearranging of facilities.
- B. The CONTRACTOR shall coordinate and cooperate fully with any other contractor the OWNER hires to relocate and build new boulder wall in the Optional Work area as shown on the Drawings.

1.2 LIMITATION OF OPERATIONS

- A. **Work Hours:** No operation of heavy equipment is allowed between the hours of 10:00 PM and 8:00 AM without prior written approval from the City of Holladay.

1.3 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR's use of the project site shall be limited to its construction operations within the construction work zone. This includes on-site storage of materials, on-site fabrication facilities, and field offices. Storage of project materials will not be permitted on public streets outside of the construction work zone.

1.4 OWNER USE OF THE PROJECT SITE

- A. The CONTRACTOR shall cooperate and coordinate with the OWNER to facilitate the OWNER's operations and to minimize interference with the CONTRACTOR's operations at the same time. In any event, the OWNER shall be allowed access to the project site during the period of construction.

1.5 STORM WATER POLLUTION PREVENTION

- A. The CONTRACTOR shall provide concrete washouts containers sufficient in size and structural integrity to hold and contain the washout. The CONTRACTOR shall maintain the cleanliness of the area around the washout. The CONTRACTOR shall remove the

washouts within three days of the last concrete pour or within three days of the container being filled at or near capacity.

- B. If the CONTRACTOR or their subcontractor washes out concrete on the ground, a \$500 fine will be assessed on the CONTRACTOR per occurrence.

1.6 PUBLIC NOTICING

- A. The CONTRACTOR shall provide a Public Relations Plan for the project and submit the plan to the OWNER at the pre-construction conference for approval. The Public Relations Plan shall address the following minimum requirements:
 - 1. The CONTRACTOR shall provide a Public Relations Supervisor who is responsible for interfacing with the public throughout the project and resolving complaints and concerns of property/business owners and the public in general. The name and qualifications of the Public Relations Supervisor shall be identified in the Public Relations Plan and shall be presented to the ENGINEER at the pre-construction conference. The Public Relations Supervisor shall:
 - a. Be listed with name and phone number on all project flyers, notifications, and project signs.
 - b. Have a 24-hour access phone number to respond to construction complaints.
 - c. Have the authority to direct the work as required to resolve concerns and complaints.
 - d. Provide an updated progress schedule to the ENGINEER on a bi-weekly basis.
 - e. Provide an updated long-term progress schedule to the ENGINEER with each pay request.
 - f. Ensure all notifications to adjacent property owners are made as described in the Contract Documents.
 - g. Within 60 minutes of being notified, contact any property owners who have called with complaints or expressed concerns.
 - h. Resolve all complaints and expressed concerns within 24 hours.
 - i. Follow-up with individuals or entities making complaints 24 hours after resolution to ensure that satisfactory results were obtained.
 - j. Document all complaints in a public relations log, including name, address, and contact information for the individual or entity, date and time of initial notification, nature of complaint, actions taken to resolve the complaint, date and time of complaint resolution, and the date and time of follow-up actions.
 - k. Provide an updated copy of the public relations log to the ENGINEER on a bi-weekly basis.

2. Failure to comply with the approved Public Relations Plan shall be considered grounds for project suspension per Article 15.1 of the General Conditions (APWA Document 00 72 00).

1.7 QUALITY CONTROL

- A. The CONTRACTOR shall pay for quality control testing as per the General Requirements pay item No. 1 in Document 00 41 01 – Measurement and Payment. The OWNER will pay for any quality assurance testing. The CONTRACTOR is to notify the ENGINEER's representative when work requiring testing is to be performed a minimum of 24 hours in advance.

1.8 SITE CONDITION SURVEY

- A. The CONTRACTOR shall video the site prior to mobilization. The CONTRACTOR is to provide the OWNER with a copy of the video(s) upon request within 48 hours.
- B. Failure to comply with the request shall be considered grounds for project suspension per Article 15.1 of the General Conditions (APWA Document 00 72 00).

1.9 AS-BUILT REDLINES

- A. The CONTRACTOR shall provide the ENGINEER with a copy of as-built redlines with the last project Pay Request.

END OF DOCUMENT

DOCUMENT 00 75 00 REFERENCE STANDARDS

Applicable Standard Specifications: References in the Contract Documents to the Standard Specifications shall mean the APWA Utah Chapter 2017 Manual of Standard Plans and the Manual of Standard Specifications.

DOCUMENT 00 91 13
ADDENDA

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 00 92 45
CHANGE ORDER FORM

CHANGE ORDER No. _____

Project: 2300 E Sidewalk Phase 1

Date of Issuance:

Owner: City of Holladay

Contractor:

Owner's Rep:

Contact For: Jared Bunch, P.E. – Public Services Director

You are directed to make the following changes in the Contract Documents:

Description:

Purpose of Change Order:

Attachments:

Change in Contract Price:

Original Contract Price: \$

Prior Change Orders No. to No. _____

Contract Price with all approved Change Orders: \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by calendar days.

The date for completion of all work will be _____.
(Date)

Approvals Required:

To be effective, this order must be approved by the City of Holladay if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

RECOMMENDED:

APPROVED:

ACCEPTED:

by _____
Public Services
Director

by _____
Owner

by _____
Contractor

END OF DOCUMENT

SECTION 01 11 00S SUMMARY OF WORK

Delete section 01 11 00 and replace with the following:

PART 1 GENERAL

1.1 GENERAL

- A. The WORK to be performed under this contract shall consist of furnishing all plant, tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The WORK shall be complete, and all work, materials, and services not expressly indicated or called for in the Contract Documents which may be necessary for the complete and proper construction of the WORK in good faith shall be provided by the CONTRACTOR as though originally so indicated, at no increase in cost to the OWNER.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The WORK to be performed primarily includes, but not limited to, the following:
- Work generally includes: demolition of existing improvements; subgrade preparation for concrete curbs, driveways and concrete sidewalks; placement and compaction of roadbase; concrete forming and pours; retaining walls of various types (less than 4-ft in height); and noticing and coordinating with residents.

1.3 CONTRACT TYPE

- A. The WORK hereunder shall be completed under a unit price contract.

END OF SECTION