

CITY OF SOUTH SALT LAKE
South Salt Lake City, Utah



PROJECT MANUAL
FOR
SSLC 2024 Micro-Surface Seal

PREPARED BY

The City of South Salt Lake
Engineering Department

April 2024

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2024 South Salt Lake City Micro-Surface Seal

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1. All work and materials shall conform to the latest editions of the *Manual of Standard Plans and Manual of Standard Specifications* prepared by the Utah Chapter of the American Public Works Association unless noted otherwise. All divisions and sections refer to the latest edition of the *Manual of Standard Plans and Manual of Standard Specifications* except where specified or noted.
2. Supplementary specifications supersede APWA plans and specifications where noted.
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SSLC 2024 Micro-Surface Seal

DRAWINGS

- 1 See attached Micro-Surface Seal Project Map.

REFERENCE DRAWINGS

1. Manual of Standard Plans published by the Utah Chapter of the American Public Works Association. (2017 Edition)

END OF DRAWING LIST

DOCUMENT 00 10 00 INVITATION TO BID

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Bidders are invited to bid on Construction Contract known as **SSLC 2024 Micro-Surface Seal**
- B. The location of the work is:
Bid Schedule A – Covers work on 300 East and Main Street between 2100 South and 2700 South in South Salt Lake City. (See Project Map and Bid Schedule Form 00 41 01 for details), end at Point of Curve.
- C. The work to be performed consists of furnishing and installing the equipment, facilities, services and appurtenances thereto as included in the Contract Documents. The Work generally includes, but is not limited to, the following:
Furnishing and installing Micro-Surface Seal as per Project Specifications (UDOT Specifications) Section 02735
- D. For information about the award of this Construction Contract, contact
Chris Merket at 801-412-3244.

1.2 BID LOCATION AND OPENING

- A. Bids must be submitted through the Utah Public Procurement Place website (SciQuest) by 2:00 PM on 05/17/2024. Bids received after 2:00 PM, will not be accepted. Bids will be publicly opened on 05/17/2024 at 2:30 PM and read by the OWNER at the City Council Chambers located on the second floor of 220 East Morris Ave. South Salt Lake City, Utah 84115 The apparent low bidder will be notified by **5 p.m.** on 5/20/2024.

1.3 BID SECURITY

- A. Bid security in the amount of 5.0 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders. Bid Security will be returned to each unsuccessful Bidder after tabulation and award of the Construction Contract.

1.4 PRE-BID CONFERENCE

There will NOT be a Pre-Bid Conference for this project.

1.5 BASIS OF BIDS

- A. Bids shall be on a unit price basis. Unsealed or segregated Bids will not be accepted.
- B. The CONTRACTOR shall combine all required bidding documents to ONE document in PDF format. Bids that come with more than one document or not in the format of PDF will not be accepted.

1.6 CONTRACT TIME

- A. The CONTRACTOR shall begin work on a date mutually agreed upon by the CONTRACTOR, and the Owner, but no later than the dates shown below for each bid schedule. Once construction work is started on a bid schedule/segment, the CONTRACTOR shall complete all work related to that bid schedule within the number of calendar days shown.
- B. **Bid Schedule A** – Covers work on 300 East and Main Street between 2100 South and 2700 South in South Salt Lake City. (See Project Map and Bid Schedule Form 00 41 01 for details).
 - 1. Begin work after the execution of Construction Contract, and complete work within 90 days of the execution of said contract.

1.7 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. Complete sets of Contract Documents may be available at Sciquest.
- B. Complete sets of Contract Documents may also be examined and obtained from the ENGINEER by email at cmarket@sslc.gov after 9:00 A.M., on 04/29/2024.

1.8 RIGHT TO REJECT BIDS

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

1.9 VALIDITY PERIOD FOR BIDS

- A. Bids shall remain valid for 45 days after the day of Bid opening. Bidders, who withdraw their bid after Bid opening, but before expiration of said period, shall forfeit their bid security if Notice of Intent to Award to the successful Bidder is made by OWNER.

1.10 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.
- C. In compliance with Americans with Disabilities Act, (ADA) the following information is provided: FAX Number 801-483-6060, TDD Number 801-467-1147, Contact person: Dennis Pay.

END OF DOCUMENT

DOCUMENT 00 20 00 INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 DESCRIPTION OF THE WORK

- A. The Work to be performed consists of furnishing and installing the equipment, facilities, services, and appurtenances thereto as included in the Contract Documents. A general description of the Work is set forth in the Invitation to Bid (Document 00 10 00).

1.2 COPIES OF BID DOCUMENTS

- A. Bidders must use complete sets of Bid Documents in preparing Bids. OWNER maintains a complete set on file at the address set forth in the Notice to Bidders, and bidders may review the file copy upon request during regular business hours. Bidders are solely responsible to verify whether their sets of Bid Documents are complete.
- B. Bid Documents are made available to bidders only for the purpose of obtaining Bids on the Work. No license or grant for any other use is given.
- C. Bidding Document copyrights shall remain with the OWNER.

1.3 PRE-BID CONFERENCE

- A. If a pre-bid conference is held, the time, place and nature of the conference will be stated in the Invitation to Bid (Document 00 10 00). Representatives of OWNER and ENGINEER will be present to discuss the Project. 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 or through SciQuest by the ENGINEER to all prospective bidders.

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. **Surface and Subsurface Conditions:** Provisions concerning surface and subsurface conditions, if any, are set forth in a document titled Geotechnical Data (Document 00 32 00). The document provides the identification of:

1. those reports of explorations and tests of subsurface conditions at the site which have been utilized in preparing the Contract Documents; and
 2. those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site which have been utilized in preparing the Contract Documents.
- C. **Underground Facilities:** Information and data indicated in the Contract Documents regarding Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities. The OWNER does not assume responsibility for the accuracy or completeness thereof other than as provided in paragraph 4.3A.2 of the General Conditions or unless expressly provided in the Modifications to General Conditions (Document 00 81 00).
- D. **Additional Explorations and Tests:** If feasible as determined by OWNER, the OWNER will provide each Bidder access to the site to conduct any explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall obtain all required 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 of any kind whatsoever, including reasonable attorneys' fees, which 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 do not fix the amount of Work to be done or materials to be furnished. Stated quantities are estimates for the purpose of doing the class of work required. Actual quantities will vary. The OWNER may deviate in either direction from any indicated quantities. The Bidder shall have no claim for any variation in quantity, except to the extent permitted in the General Conditions.

1.6 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

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

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

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

1.7 EFFECT OF SUBMITTING A BID.

- A. Bidders are responsible to carefully examine the Contract Documents, visit the site, and fully inform themselves so as to include in the Bid a sum to cover the cost of all items. Bidder's failure or omission to receive or examine any form, instrument, addendum or other document, visit the site and become acquainted with existing conditions, or attend any pre-Bid Conference, shall in no way relieve Bidder from any obligations with respect to Bidder's Bid or the Construction Contract.
- B. By submitting a Bid, Bidder represents that Bidder has complied with all requirements of the Bid Documents; that the Bid is premised on properly performing and furnishing the Work required by the Contract Documents within the times specified; that the Bidder is informed of the conditions to be encountered and the character, quality and quantities of the Work; and that the Bidder believes the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- C. Submission of a Bid constitutes a promise that the Bidder will enter the Contract Documents in the form presented in the Contract Documents. Bidders should carefully examine all Contract Documents, including the required Bonds and insurance to be provided by the Bidder.
1. 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 no later than 48 hours 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 (Document 00 40 00).
- 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 SECURITY**

- 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 Security 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 Security 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 after award of the Construction Contract. Bid Bonds 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. Bidder shall complete and submit all forms included in the Bid Form Documents as the Bidder's Bid.
- B. The Bidder must fill in all items in the Bid Form Documents in ink or print. Furnish both the unit and total costs for each item in Bid Schedule (Document 00 41 00). 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, facsimile number, and email address 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.
- 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. 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. Bidder must submit a Bid by completing all of the Bid Form Documents and Bid Attachments, which are:
 - 1. Bid Security amount and Bidder's information in Bid (Document 00 40 00)
 - 2. The Bid portion of the Bid Schedule which is included in these Contract Documents, which shall be in the form of a lump sum, or in the form of unit pricing pursuant to the Bid Schedule (Document 00 41 00).
 - 3. The Bid Security (Document 00 42 00).
 - 4. Bidder Status Report (Document 00 45 20)
 - 5. Subcontractor and Supplier Report (Document 00 45 30)
 - 6. Preference System Checklist (Form 00 22 01) when required
- D. Alternate bids, other than those called for in the Bid Schedule, will not be considered.
- E. No oral, telegraphic, telephonic, facsimile or modified bids will be considered.
- F. Bids may be submitted directly to the City Recorder via email when indicated in the Invitation to Bid. Bidder shall combine all Bid submittal documents to ONE PDF document when required to do so.

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.
- C. Bids may be opened internally when indicated in the Invitation to Bid.

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 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.

3.2 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 lowest bid, 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); evidence of collusion among Bidders; other commitments of Bidder which, in the OWNER's sole judgment, might hinder the Work; previous defaults, Bid irregularities when not waived in the best interests of the OWNER, delays or poor performance by Bidder on any project; official action against Bidder; and any other cause which, in the OWNER's sole discretion and judgment, is sufficient to justify disqualification of a Bidder or rejection of a Bid.

3.3 **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.

3.4 **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.

3.5 **SUBMITTALS REQUIRED FOR AWARD OF CONTRACT**

- A. **Agreement Attachments:** The Agreement Attachments shall be submitted within 7 days after OWNER gives Notice of Intent to Award the Construction Contract, or Agreement (Document 00 50 00)
 - 1. The Attachments include: E Verify Form (Document 00 60 50), Performance Bond (Document 00 61 00), Payment Bond (Document 00 62 00), and Certificate(s) of Insurance (Document 00 65 00).
 - 2. The Attachments shall be carefully examined by the Bidder.
 - 3. The successful Bidder shall deliver the required Agreement Attachments prior to the execution of the Construction Contract to OWNER.
 - 4. Refer to Certificate(s) of Insurance (Document 00 50 00) for requirements.
- B. **Other Information:** When a determination has been made to award the Construction Contract, Bidder is required, prior to the award or after the award, or both, to furnish such other information as the ENGINEER requests.

3.6 SIGNING OF AGREEMENT

- A. OWNER furnishes the Construction Contract within 14 days after receiving the required Agreement Attachments. The Bidder shall pick up, sign and return to OWNER within 3 days the required number of copies of the Construction Contract. A minimum of three (3) originals will be signed and returned to the OWNER. One executed original will be returned to the Bidder. Bidder shall comply with all execution requirements.
- B. All of Bidder's executions and submittals must be delivered to the OWNER before OWNER will furnish 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, South Salt Lake City, 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 five (5) days after the date of the Construction Contract, 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 20 01
MODIFICATIONS TO INSTRUCTIONS TO BIDDERS

This document changes provisions in the Instructions to Bidders. All other provisions of the Instructions to Bidders document remain in full force and effect.

Add the following paragraph to article 1.1

1.1 DESCRIPTION OF WORK

- B. General Conditions: as published in Document 00 72 00 in the 2017 Edition of the Manual of Standard Specifications by the Utah Chapter of the American Public Works Association.

Add the following paragraph to article 1.2

1.2 COPIES OF BID DOCUMENTS

- D. All provisions of the 2017 Edition of the Manual of Standard Specifications and Manual of Standard Plans published by the Utah Chapter of the American Public Works Association that are applicable to the Work are hereby made a part of the Contract Documents by reference. The publications may be purchased separately from the Utah technology Transfer Center, Utah State University 8205 Old Main Hill, Logan UT 84322-8205.

Remove paragraph A. of article 2.2 and replace with the following.

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 five (5) calendar days prior to the date set for opening of bids.

Remove paragraph C. of article 2.2 and replace with the following.

2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING

- C. ENGINEER's failure to act upon such a request within three (3) days after receipt shall be deemed ad denial thereof.

Remove paragraph A. of article 3.1 and replace with the following.

3.1 EVALUATION OF BIDDER'S QUALIFICATIONS

A. Within five (5) 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 that 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.

Add the following paragraph to article 3.2.

3.2 EVALUATION OF BIDS

- I. The following firms have been under contract to the OWNER in the design phase of the Work. They shall not be used as subcontractors by the CONTRACTOR.

1. Design Consultant: None.
 2. Geotechnical Consultant: None.
 3. Surveying Consultant: None.
 4. Other: None.
 5. Other: None.
- J. The contractor and every subcontractor, if any, shall certify to the Purchasing Agent and provide appropriate documentation whether they have and will maintain the following preference criteria:
1. An offer of qualified health insurance available to a contractor's and subcontractor's covered employees and the employee's dependents;
 2. A drug and alcohol testing policy during the period of the contract that:
 - i. Applies to all covered employees of the contractor and any subcontractor; and
 - ii. Requires covered employees to submit to random testing under the drug and alcohol testing policy;
 3. A program to actively recruit and employ veterans;
 4. A federal or state recognized job training program or a city-approved job training program;
 5. A safety program; and
 6. A formal policy of nondiscrimination consistent with federal, state, and local law.

This paragraph refers to South Salt Lake City Ordinances section 3.12.130, and the "Preference System Checklist" (Form 00 22 01) shall be used for OWNER's evaluation.

Remove paragraph A. of article 3.6 and replace with the following.

3.6 SIGNING OF AGREEMENT

- A. After OWNER gives Notice of Intent to Award the Construction Contract to the successful Bidder, the Bidder shall pick up, sign and return to OWNER, the required number of copies of the Construction Contract, bonds and insurance. A minimum of three (3) originals will be signed and returned to the OWNER. One executed original will be returned to the Bidder. Bidder shall comply with all execution requirements.

Remove paragraph E. of article 3.6 and replace with the following.

3.6 SIGNING OF AGREEMENT

- E. If a Bidder fails to fully and properly execute the Construction Contract and provide all submittals required therewith within five (5) 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.

Preference System Checklist

The Contractor and every subcontractor, if any, shall certify and provide appropriate documentation whether they have and will maintain the following preference criteria:

Yes No

- An offer of qualified health insurance available to the contractor's and subcontractor's covered employees and the employee's dependents
- A drug and alcohol testing policy during the period of the contract that:
 - applies to all covered employees of the contractor and any subcontractor; and
 - requires covered employees to submit to random testing under the drug and alcohol testing policy
- A program to actively recruit and employ veterans
- A federal or state recognized job training program or a city-approved job training program
- A safety program
- A formal policy of nondiscrimination consistent with federal, state, and local law

END OF DOCUMENT

DOCUMENT 00 20 02
BID SUBMITTAL CHECKLIST

PART 1 BID INFORMATION

1.1 BIDDER

- A. Bidder's Name: _____
- B. Bidder's Phone Number: _____
- C. Bidder's Email Address: _____

PART 2 CHECKLIST

2.1 DISCLAIMER

In an effort to assist the Bidder in properly completing all documentation required for submitting a Bid, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with Instructions to Bidders (Document 00 20 00), including those are not specifically stated below.

2.2 CHECKLIST

- A. Complete and sign Bid (Document 00 40 00);
- B. Bid Schedule (Document 00 41 00) is attached;
- C. Bid Security (Document 00 42 00) is attached;
- D. Bidder Status Report (Document 00 45 20) is attached;
- E. Subcontractor and Supplier Report (Document 00 45 30) is attached.
- F. Preference System Checklist (Form 00 22 01) is attached.

END OF DOCUMENT

DOCUMENT 00 40 00
BID

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

SSLC 2024 Micro-Surface Seal

- 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, cash, 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 five (5) days after the Notice of Intention to Award, and to begin work within ten (10) days after being notified to do so by the OWNER.
- F. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time or some other portion of the Construction Contract, after 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.
- G. It is understood that the OWNER has the right to reject this proposal or to accept it at the prices listed in the Bid Schedule.

PART 2 EXECUTION

2.1 BIDDER

A. The Bidder is as follows

Name: _____

Address: _____

Telephone number: _____

Facsimile number: _____

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. Please print Bidder's name here: _____

D. Title: _____

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
SSLC 2024 Micro-Surface Seal

1.3 REFERENCES

- A. APWA 01 29 00: Payment Procedures.
- B. Document 00 50 00: Agreement.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

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

PART 2 PRICE SCHEDULES

2.1 BASE BID and ADDITIVE ALTERNATES

- A. Location: The Base Bid covers work on the following streets.

Bid Schedule A – Covers work on 300 East and Main Street between 2100 South and 2700 South in South Salt Lake City. (See Project Map and Bid Schedule Form 00 41 01 for details), end at Point of Curve.

- B. Additive Alternates: NONE.

2.2 Bid Schedule (Form 00 41 01)

Bid Schedule:

Item No.	Spec. No.	Approx. Quantity	Item Unit	Item Description (with Unit Bid Price written in words)	Unit Bid Price	Amount
1	01 55 26	1	LS	Traffic Control		
2	01 71 13	1	LS	Mobilization		
3	01 31 13	1	LS	Coordination		
4.1	02735	197,800	SF	300 East between 2100 S and 2700 S		
4.2	02735	266,800	SF	Main Street between 2100 S and 2700 S		
5	32 17 23	1	LS	Pavement Marking		

Total: _____

PART 3 MEASUREMENT AND PAYMENT

3.1 GENERAL

- A. Units of measurement are listed above in the price schedule(s).
- B. Measurement and payment procedures follow APWA Section 01 29 00.
- C. ENGINEER will take all measurements and compute all quantities.
- D. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.
- E. CONTRACTOR will verify measurement and quantities.
- F. Award of Contract will be based on Base Bid price not including Additive Alternates.

3.2 BID ITEMS

Measurement and Payment (M&P) for all bid items on all bid schedules are contained below and on Form 00 41 01, listed by the M&P number. A corresponding M&P number is shown in the bid schedules and Form 00 41 00 for each bid item, adjacent to the bid item number.

1. Traffic Control

- a. APWA Standard Specification Reference: APWA 01 55 26. Project Special

Provision Reference: Section 01 55 26

- a. Measurement: Lump Sum

- b. Payment Covers: Costs associated with all materials, labor, equipment, rental costs, barricades, flagging, signs, temporary striping, detours, and any incidental to safely control traffic in accordance with the most recent version of the Manual of Uniform Traffic Control Devices (MUTCD). This item also includes pedestrian traffic control to maintain sidewalk and residence access, and ensure pedestrian safety, and additional signing as needed to maintain business access throughout the project as required by the contract documents.

- c. Price includes all costs to have traffic control plans prepared and stamped by a professional engineer licensed in the State of Utah and approved by the owner and engineer. No additional payment will be made to revise plans to comply with The City of South Salt Lake requirements, and/or the MUTCD.

- d. Payment is prorated by the total dollar amount of work completed at the time the partial estimate is processed as a percentage of the original contract amount.

2. Mobilization and Demobilization

- a. APWA Standard Specification References: APWA 01 71 13, APWA 01 31 13, APWA 01 57 00.
Project Special Provision References: Section 00 72 00, Section 01 31

13 Do not exceed 10% of the total contract dollar amount.

- a. Measurement: Lump Sum.
- b. Payment Covers: Cost of mobilization, demobilization, installation of temporary facilities, modifying and maintaining project sponsorship signs, site pre-construction video (digital recording is acceptable), and all necessary permits from The City of South Salt Lake and other applicable entities, and bringing all necessary construction equipment to the site.
- c. Includes all necessary coordination with the Owner, Owner's Public Involvement Consultant, Engineer, Utilities, Private Property Owners, and Business Owners etc.
- d. Includes attendance and periodic public information meetings with the engineer, the owner, and the owners public involvement representative, as needed to address questions and concerns about the project during construction.
- e. Includes application for, and obtaining SWPPP permit, compliance with City MS4 permit requirements, and all surface and subsurface temporary controls and removal thereof upon completion of the project. Includes inlet protections, silt fence, erosion control, sediment control, watering and dust control, control and cleanup of off site tracking of dirt and other construction debris.
- f. Includes obtaining City Right-of-Way and Excavation Permit. The City will waive the permit fees for these permits.
- g. Payment includes all fees / rental costs to obtain a hydrant meter(s) and/or other Temporary Retail Service Connection from local water purveyor.
- h. Includes contractor provided independent materials testing as required by the 2017 APWA specifications, or within the UDOT right of way, where testing must comply with the UDOT 2017 Standard Specifications; and providing a copy of all acceptance test reports to the engineer for review.
- i. Payment will be made on a percentage basis as follows:

Cumulative Percent of Original* Contract Amount Earned	Percent of Amount Bid for Mobilization to be Paid
5	30
20	25
60	25
95	10
Final 5 percent held until completion of punch list items, and final site clean-up has been performed.	10

*Original contract is defined as the dollar value of all awarded bids at the time notice to proceed is issued.

- k. First mobilization payment will not be released until a copy of the pre-construction video recording is received by the engineer.

3. Coordination

- a. APWA Standard Specification References: APWA 01 31 13
- b. Measurement: Lump Sum
- c. Payment Covers: Coordination with property owners, businesses, and other stakeholders affected by the project according to the project contract documents.
- d. Payment is prorated by the total dollar amount of work completed at the time the partial estimate is processed as a percentage of the original contract amount.

4. Micro-Surface Seal

- a. Project Specification References: 02735
- b. Measurement: Square Foot
- c. Payment Covers: All costs associated with materials, labor, equipment, and tools as required for Micro-Surface Seal work.

5. Pavement Marking

- a. Project Specification References: APWA 32 17 23
- b. Measurement: Lump Sum
- c. Payment Covers: All costs associated with materials, labor, equipment, and tools as required for 2 (two) applications of Pavement Marking.

END OF DOCUMENT

DOCUMENT 00 42 00
BID SECURITY

The Bid Security may be in the form of Bid Bond, Certified Check, Cashier Check, or Cash. If a Bid Bond is used, CONTRACTOR to provide its own form.

END OF DOCUMENT

DOCUMENT 00 45 20
BIDDER STATUS REPORT

PART 1 GENERAL

1.1 BIDDER

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

- C. Telephone number: _____

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known
SSLC 2024 Micro-Surface Seal

PART 2 REPORT

2.1 BIDDER STATUS REPORT

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

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

* PARENT COMPANY:

Name: _____

Address: _____

Email Address: _____

Telephone Number: _____

Facsimile Number: _____

PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

3.2 BIDDER'S SUBSCRIPTION

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

END OF DOCUMENT

DOCUMENT 00 45 30
SUBCONTRACTOR AND SUPPLIER REPORT

PART 1 GENERAL

1.1 BIDDER

A. Name: _____

Address: _____

B. Telephone Number: _____

Email Address: _____

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as
SSLC 2024 Micro-Surface Seal

PART 2 REPORT

2.1 SUBCONTRACTOR AND SUPPLIER REPORT

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

Table 1 - BASE BID

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

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

3.2 BIDDER'S SUBSCRIPTION

A. Bidder's signature: _____

B. Please print Bidder's name here: _____

C. Title: _____

END OF DOCUMENT

DOCUMENT 00 50 00 AGREEMENT

ON this ____ day of _____, 2024, this Agreement (“Agreement”) is entered into between the City of South Salt Lake (“CITY”) and _____ (“CONTRACTOR”) regarding the “**SSLC 2024 Micro-Surface Seal**” (“Project”). CITY and CONTRACTOR agree as follows:

PART 1 GENERAL

1.1 THE PROJECT.

CONTRACTOR shall complete the Project that is generally described as:

- Furnishing and installing a Crack Seal as per section 32 01 17 of the 2017 edition of the APWA Manual of Standard Specifications on streets in South Salt Lake City. (See Project Map and Bid Schedule Form 00 41 01 for details.)

The CONTRACTOR responded to an Invitation to Bid (00 10 00) with a Bid Schedule (00 41 00), both of which are incorporated into this Agreement by this reference.

1.2 CITY REPRESENTATIVE.

CITY will assign a project supervisor to oversee the daily progress of the Project. CONTRACTOR may communicate with CITY through the assigned project supervisor; however, only the City Mayor shall have authority to approve a Change Order.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 TIME TO COMPLETION OF AGREEMENT

The Project shall be completed by _____. The Project shall begin upon execution of this Agreement.

2.2 TIME OF THE ESSENCE/LIQUIDATED DAMAGES.

Time is of the essence to complete the Project. CITY will suffer financially if the Project is not completed on time. Due to the difficulty to quantify the damage to CITY if the Project is not completed on schedule, CONTRACTOR agrees to pay CITY **\$500.00** as liquidated damages for each day the Project continues beyond the date set forth in paragraph 2 without substantial completion (unless the date is extended by amendment to this Agreement).

2.3 CONTRACT PRICE/PAYMENT.

The contract price is \$ _____. CITY reserves the right, pursuant to Utah Code Ann. § 13-8-5 to hold as retainage up to five percent (5%) of the contract price until all work is completed to its satisfaction. The Contractor agrees to receive payment only upon completion of the Project.

2.4 CONTRACTOR’S AWARENESS OF CONTRACT TERMS AND SITE CONDITIONS.

CONTRACTOR acknowledges the following: (1) it has reviewed this Agreement with all its addenda and agrees that it is generally sufficient to furnish understanding of all terms and conditions necessary to perform the Project; (2) it understands the rising and falling price of goods and

materials, and by accepting the contract price above, it accepts the risk or the benefit of such market shifts; (3) it has visited the Project site, is familiar with it and is satisfied with site conditions and weather conditions that may affect the cost, progress or performance of the Project; (4) it is familiar with all local, state and federal laws and regulations that may affect the cost, progress or performance of the Project; (5) it has performed any explorations or tests necessary to become familiar with the subsurface conditions at the site that may affect the cost, progress or performance of the Project; and (6) it is familiar with all physical conditions relating to existing surface and subsurface conditions, including utilities, which are at or contiguous to the site that may affect the cost, progress or performance of the Project and assumes all responsibility for timely and accurate location of all underground facilities.

2.5 INSURANCE & BONDS.

- A. Before the Project is initiated CONTRACTOR shall deliver to CITY a certificate of insurance demonstrating that CONTRACTOR has in effect liability and other insurance appropriate to provide protection from claims arising from the Project resulting from the acts or omissions of CONTRACTOR, its agents or employees and all subcontractors or suppliers as well as their agents or employees, for whom CONTRACTOR may be liable. The certificate of insurance will demonstrate that CONTRACTOR has, at minimum the following types of insurance coverage:
- i. workers' compensation;
 - ii. liability insurance providing protection for claims arising from bodily injury, sickness or disease, death, damage to property, damage from business interruption and motor vehicle accidents. CONTRACTOR shall maintain coverage in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate, and must include a waiver of subrogation and name the City as an additional insured.

The insurance shall be provided by an insurance carrier with a rating of A- or better as rated by AM Best. The certificate(s) of insurance (00 65 00) shall be incorporated by this reference.

- B. CONTRACTOR shall be required to post a Payment Bond and Performance Bond to cover this project, in the event of non-performance by CONTRACTOR, or non-payment by CONTRACTOR to a supplier or subcontractor. Performance Bond (00 61 00) and Payment Bond (00 62 00) are incorporated by this reference.

2.6 CITY'S DUTY TO PROVIDE THE SITE.

CITY shall furnish the site. CITY will notify CONTRACTOR of any encumbrances or restrictions specifically related to the use of the site with which CONTRACTOR must comply. CITY will obtain any necessary easements. CITY will obtain permission required for CONTRACTOR to have access to the site.

2.7 PROTECTION OF PERSON AND PROPERTY.

CONTRACTOR is solely responsible for safety measures in connection with the Project. CONTRACTOR shall take appropriate measures to prevent damage, injury or loss to: (1) all persons on the site or who may be affected by the Project; (2) all labor, materials and equipment to be incorporated into the Project; (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities. CONTRACTOR shall comply with all applicable laws and regulations relating to the safety and protection of persons or property. CONTRACTOR shall erect and maintain all necessary safeguards for such safety and protection. If CONTRACTOR must enter a confined space, it shall have all personnel and monitoring equipment on site necessary to comply with all Federal, State, Local and any other applicable regulatory agency's safety guidelines (such as OSHA). A Confined Space Entry Permit shall be properly completed before entering a confined space. CONTRACTOR shall be responsible to erect and maintain all necessary traffic barricades and to provide all necessary traffic control. CONTRACTOR shall notify owners of adjacent property, including Blue Stakes notification to underground utility owners and shall cooperate with them in the protection, removal, relocation or replacement of their property. Any damage, injury or loss to any property caused, directly or indirectly, in

whole or in part, by CONTRACTOR, any subcontractor, supplier, individual or entity performing the Project, shall be remedied by CONTRACTOR.

2.8 SUPERVISION/LABOR/SUBCONTRACTORS.

CONTRACTOR shall supervise the Project competently, devoting such attention and applying such skill and expertise as may be necessary to perform the Project in accordance with the Agreement. CONTRACTOR is responsible for the means, methods, techniques, sequences and procedures of performing the Project. CONTRACTOR shall assign a competent superintendent who will be its representative at the site and shall have the authority to act on its behalf. All communications given to or received from the superintendent shall be binding on CONTRACTOR. CONTRACTOR shall provide qualified and competent personnel to complete the Project. CONTRACTOR shall at all times maintain good discipline and order at the site. CONTRACTOR shall not employ any subcontractor or supplier if CITY reasonably objects. CONTRACTOR shall be fully responsible to CITY for its own acts and omissions as well as the acts and omissions of all subcontractors and suppliers performing the Project. This Agreement does not create a contractual relationship between CITY and any subcontractor or supplier. CITY's only payment obligation under this Agreement is to CONTRACTOR. CONTRACTOR shall require all subcontractors and suppliers to communicate with the CITY through CONTRACTOR.

2.9 MATERIAL AND EQUIPMENT/WARRANTY.

All materials and equipment incorporated into the Project shall be as specified or, if not specified, shall be of good quality and new, unless otherwise provided in this Agreement. CONTRACTOR warrants and guarantees to CITY that all workmanship, material and equipment will be in accordance with this Agreement and will not be defective. In recognition of the difficulties that may arise in proving the cause of a defect in materials or workmanship, CITY and CONTRACTOR agree that any such defect which manifests itself within one year of completion of this Agreement will have been caused by the improper workmanship, material or equipment of CONTRACTOR.

2.10 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless CITY from and against all claims, costs, losses and damages, including attorney fees, arising out of the performance of this Agreement, provided that any such claim, cost, loss, or damage: (1) is attributable to bodily injury, sickness, disease, death, injury to tangible property, loss of use of property, including interruption of business; and (2) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor or supplier for whom CONTRACTOR is responsible, regardless of whether caused in part by any negligent act or omission of CITY.

2.11 VARIATIONS IN THE PROJECT.

CITY's project supervisor may authorize minor variations in the Project from this Agreement that do not involve adjustment in the contract price or time and that are consistent with the intended design of the completed Project.

2.12 CHANGE ORDERS.

CITY may order additions, deletions, or revisions to the Project by a written amendment to this Agreement or by Change Order. Upon receipt of such document, CONTRACTOR shall promptly perform the work involved. There will be no increase in the contract price or time for any work performed that is not required by this Agreement, written modification to this Agreement, or Change Order. Change Orders shall be in writing, signed by CITY's Mayor and CONTRACTOR, specify the precise change and any adjustment in the contract price and/or time.

2.13 DELAYS.

CONTRACTOR shall not be responsible for delays due to neglect of utility owners, fire, floods, epidemics, abnormal weather conditions or acts of God. The contract time shall not be extended due to delays within the control of CONTRACTOR, subcontractors or suppliers. Where CONTRACTOR is prevented from

completing any part of the Project within the contract time due to delay beyond the control of CONTRACTOR, an extension of the contract time in an amount equal to the time lost due to the delay shall be the sole remedy.

2.14 INSPECTIONS.

CITY's representatives shall have access to the site and the Project at all reasonable times. CONTRACTOR shall give CITY timely notice of readiness of the Project for all required tests and inspections. CITY will not charge CONTRACTOR a fee for tests and inspections it performs itself unless requested after normal work hours or on Saturdays or Sundays. If any work that is to be inspected, tested or approved is covered by CONTRACTOR without the approval of CITY it must, if requested, be uncovered for inspection at CONTRACTOR's expense.

PART 3 EXECUTION

3.1 STOPPING THE PROJECT.

CITY, at its sole discretion, may order CONTRACTOR to stop the Project if any of the following occur: (1) workmanship, material or equipment is defective; (2) CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment; or (3) CONTRACTOR fails to perform the Project in such a way that the completed Project will conform to this Agreement.

3.2 DEFECTIVE WORK.

CITY's representative will have authority to reject workmanship, material, or equipment which CITY reasonably concludes: (1) is defective; (2) will not produce a completed Project that conforms to this Agreement; or (3) will prejudice the integrity of the Project as a functioning whole. CONTRACTOR shall correct all defective workmanship or, if rejected by CITY, remove it from the project and replace it with workmanship, material or equipment that is not defective.

3.3 COMPLETION.

When CONTRACTOR considers the Project ready for its intended use, it shall notify CITY that the Project is substantially complete. Promptly upon receiving notice, CITY shall make an inspection. If CITY does not agree that the Project is substantially complete, it will notify CONTRACTOR giving the specific reasons. If CITY does consider the Project substantially complete, it will so certify in writing and provide a written list of items that remain to be corrected or completed. Upon notice from CONTRACTOR that the entire Project is complete, CITY will promptly make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of any aspect of the Project that remains incomplete or defective. CONTRACTOR shall immediately take such steps as are necessary to make such corrections.

3.4 STATUS VERIFICATION SYSTEM.

CONTRACTOR hereby certifies that it is registered and participates in a Status Verification System, as defined by Utah Code Ann. § 63G-12-301, in order to verify the work eligibility of its employees. CONTRACTOR is solely responsible for ensuring registration and participation in the Status Verification System. CONTRACTOR also certifies that any subcontractor employed by CONTRACTOR is also enrolled and participates in a Status Verification System. CONTRACTOR will provide, within five days of request by the CITY, proof of enrollment and participation in the system.

3.5 FINAL PAYMENT.

After CONTRACTOR has satisfactorily completed all corrections identified during the final inspection, it may make application for final payment. Upon receipt of the application for final payment, if CITY verifies that all corrections identified in the final inspection have been completed, final payment will become due within thirty (30) days of the application.

3.6 ELECTRONIC COPIES.

The Parties agree that electronic copies of this Agreement, including the signature page, shall be sufficient evidence of the contents of this Agreement, without reference to the original, signed copy.

3.7 RESOLVING DISPUTES.

This Agreement shall be governed by the laws of the state of Utah.

3.8 THE AGREEMENT.

This Agreement shall consist of the following documents:

- (1) Agreement (00 50 00);
- (2) Bid Documents (00 10 00, 00 41 00);
- (3) Certificate(s) of Insurance (00 65 00); and
- (4) Bonds (00 61 00, 00 62 00).

If there are any conflicting provisions between the Agreement and the Exhibits, then the Agreement controls.

[Signatures appear on next page]

WHEREFORE, CITY and CONTRACTOR, through their duly authorized representatives, execute this Agreement:

For CONTRACTOR:

Dated: _____

By: _____
(signature)

(type or print)

Title: _____

Witness: _____
(signature)

(type or print)

For CITY:

Dated: _____

By: _____
(signature)

Cherie Wood, Mayor

Attest: _____
(signature)

Craig Burton, City Recorder

Approved as to form:

Josh Collins, City Attorney

END OF DOCUMENT

DOCUMENT 00 60 50

E-VERIFY CERTIFICATION

WHEREAS, the undersigned proposes to furnish labor and materials under a contract to provide Engineering, Design and Construction services for The City of South Salt Lake, in the South Salt Lake, County of Salt Lake, State of Utah of which the City of South Salt Lake is the Owner.

NOW THEREFORE, this day of , 20____, the undersigned contractor, verifies its compliance with Utah Code Ann. § 63G-12-301 and 13-47-201, stating affirmatively that the individual, firm, or corporation which is contracting with the City of South Salt Lake has registered with and is participating in a federal work authorization program in accordance with the applicable provisions and deadlines established in Utah Code Ann. § 63G-12-301 and 13-47-201.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of South Salt Lake, of which this certification is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with Utah Code Ann. § 63G-12-301 and 13-47-201. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of South Salt Lake at the time the subcontractor(s) is retained to perform such service.

E-Verify Number

{AFFIX}
corporation
{CORPORATE}

Contractor (Name of sole ownership,

or partnership)

{SEAL}
{HERE}

(Signature of Authorized Representative)

Title:

**DOCUMENT 00 61 00
PERFORMANCE BOND**

PART 1 GENERAL

1.1 BOND

A. Number: _____.

B. Amount: _____

_____ dollars (\$ _____).

1.2 SURETY

A. Name: _____

B. Address: _____

C. Telephone number: _____.

D. Facsimile number: _____.

1.3 CONTRACTOR

A. Name: _____

B. Address: _____

C. Telephone number: _____.

D. Facsimile number: _____.

1.4 OWNER

A. The City of South Salt Lake.

1.5 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

1.6 DEFINED TERMS

- A. Terms used in this Performance Bond which are defined in Article 1.1 of the General Conditions 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, email, 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 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 62 00); 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.
- C. 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 therefor 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 County of _____, State of _____, on the _____ day of _____, 20____, the foregoing instrument was acknowledged before me

(person acknowledging and 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 62 00
PAYMENT BOND

PART 1 GENERAL

1.1 BOND

A. Number: _____.

B. Amount: _____
_____ dollars (\$ _____).

1.2 SURETY

A. Name: _____

B. Address: _____

C. Telephone number: _____.

D. Facsimile number: _____.

1.3 CONTRACTOR

A. Name: _____

B. Address: _____

C. Telephone number: _____.

D. Facsimile number: _____.

1.4 OWNER

A. The City of South Salt Lake

1.5 CONSTRUCTION CONTRACT

A. The Construction Contract is known as
SSLC 2024 Micro-Surface Seal

1.6 DEFINED TERMS

- A. Terms used in this Payment Bond, which are defined in article 1.1 of the General Conditions, 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 00). 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 executed this Bond agreement and declared 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 County of _____,
State of _____, on the _____ day of _____, 20____,
the foregoing instrument was acknowledged before me

(person acknowledging and 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. Notary Acknowledgment: In the County of _____, State of _____, on the _____ day of _____, 20 ____, 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 65 00
CERTIFICATE(S) OF INSURANCE

PART 1 GENERAL

1.1 PROCEDURE

- A. For filing purposes, add Certificate(s) of Insurance to the Contract Documents following this page.

PART 2 REQUIREMENT

2.1 GENERAL

- A. Before the Project is initiated CONTRACTOR shall deliver to CITY a certificate of insurance demonstrating that CONTRACTOR has in effect liability and other insurance appropriate to provide protection from claims arising from the Project resulting from the acts or omissions of CONTRACTOR, its agents or employees and all subcontractors or suppliers as well as their agents or employees, for whom CONTRACTOR may be liable.
- B. CONTRACTOR shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "X" or higher, or (ii) otherwise being acceptable to CITY with coverage limits and provisions at least sufficient to satisfy the requirements set forth below. All sureties shall be listed in the Department of the Treasury Circular 570, with bond amounts not exceeding those listed.

2.2 INSURANCE DETAIL

- A. Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease, and employee. No owner or officer may be excluded; or if any exclusions exist, no excluded proprietor, partner, executive officer, or member, specifically including Gary Broderick and Kent Henderson, may perform any work pursuant to this agreement.
- B. General Liability Insurance: Commercial general liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability (pollution

liability arising out of a hostile fire) with not less than \$2,000,000 per occurrence limit combined bodily injury and property damage, with not less than \$3,000,000 aggregate limit, provided the general policy aggregate shall apply separately to the Contractor on a per project basis. Any aggregate limit that does not apply separately to the premises shall be at least double the required per occurrence limit.

- C. Automobile Liability Insurance: Automobile liability insurance for the CONTRACTOR's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of the CONTRACTOR, with no less than \$3,000,000 limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto).
- D. Endorsements
- a) Additional Insured Endorsements: All policies of liability insurance required to be maintained by the CONSULTANT shall be endorsed to name the CITY as an additional insured for ongoing operations (ISO CG 20 10 or equivalent) and completed operations (ISO CG 20 37 or equivalent) (except for insurance policies required in Sections 12(A), and (C).
- b) Primary and Non-Contributory Endorsements: The CONSULTANT's insurance coverage shall be a primary insurance as respects to the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- c) Waiver of Subrogation Endorsements: The CONSULTANT hereby waives any and every claim for recovery from the CITY, Lenders and their respective officers and employees for any and all loss or damage covered by any of the insurance policies to be maintained under this Agreement to the extent that such loss or damage is recovered under any such policy. To the extent the foregoing waiver would preclude coverage under any insurance required by Agreement Section 12, the CONSULTANT shall give written notice of the terms of such waiver to each insurance company which has issued, or which may issue in the future, any such policy of insurance (if such notice is required by the insurance policy) and shall cause each such insurance policy to be properly endorsed, or to otherwise contain one or more provisions that prevent the invalidation of the insurance coverage by reason of such a waiver.

END OF DOCUMENT

DOCUMENT 00 81 00
MODIFICATIONS TO GENERAL CONDITIONS
(Supplementary Conditions)

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

Add the following paragraphs to Article 2.2 (page 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.
- C. Copies of all Contract Documents including the Manual of Standard Plans and the Manual of Standard Specifications shall be provided on site by the CONTRACTOR.

Modify paragraph 2.5C of the General Conditions (page 21) to read as follows.

2.5 BEFORE STARTING CONSTRUCTION

- C. Field Office: An on-site field office is not required, however, CONTRACTOR shall provide and maintain a telephone in the field during performance of the Work such that ENGINEER may always contact CONTRACTOR for transmittal of plans, instructions and dissemination of project information.

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. 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.

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

5.2 INSURANCE

- A. In General: All policies of insurance provided shall be issued by insurance companies qualified to do business in the State of Utah and listed on the U.S. Treasury Department's current listing of approved sureties (Department of Circular 570) (as amended), or having a general policy holder's rating of not less than "A-" in the most current available A.M. Best Co, Inc.'s, Best Insurance Report. Except in the case of worker's compensation insurance, the City shall be included as an additional named insured in all insurance policies. Both the Worker's Compensation and Public Liability and Property Damage policies shall include a Waiver of Subrogation. CONTRACTOR shall furnish copies of certificates of insurance concurrent with or prior to the signing of the Agreement. The certificates shall name the OWNER as the certificate holder and as an additional insured (except in the case of workers compensation insurance). If requested, CONTRACTOR shall also furnish copies of the insurance policies secured for the Work.
- B. Worker's Compensation Insurance: In addition to other required insurance, the CONTRACTOR shall obtain and maintain during the life of the Construction Contract worker's compensation insurance as required by Laws and Regulations for all of CONTRACTOR's employees employed at the site of the Work, and in case any Work is subcontracted, the CONTRACTOR shall require the Subcontractor similarly to provide worker's compensation insurance for all of the latter's employees, unless such employees are covered by protection as required by Laws and Regulations.
- C. Public Liability and Property Damage Insurance: CONTRACTOR shall secure and maintain during the life of the Construction Contract and at all times thereafter when CONTRACTOR may be correcting, removing or replacing Defective Work, a comprehensive general public liability and property damage insurance policy. The policy shall protect the CONTRACTOR, the OWNER, the ENGINEER, and any Subcontractor performing work covered by the Construction Contract from claims for damages for personal injury, including accidental death, and from claims for property damage which may arise from CONTRACTOR's operations under this Construction

Contract, whether such operations be by the CONTRACTOR itself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Unless specified otherwise in the Supplementary Conditions, the minimum amounts of such insurance shall be \$5,000,000 for each occurrence, and \$10,000,000 general aggregate and \$10,000,000 products/completed operations aggregate. **The insurance for this Project is not required to include specific insurance for environmental liabilities.**

- D. Automotive Public Liability Insurance: Whenever CONTRACTOR or any Subcontractor shall use and operate owned, hired, or non-owned automobiles, trucks or other vehicles on public streets and highways in complying with the terms and conditions of the Construction Contract, CONTRACTOR or each Subcontractor shall carry automobile public liability insurance with limits not less than **\$1,000,000.00** per occurrence.
- E. Insurance Non-cancelable for 30 Days: Each policy of insurance provided pursuant to the Contract Documents shall be absolutely non-cancelable for a period of not less than 30 days after notice of cancellation and shall contain the following provision or one substantially the same as the following:

"This policy shall not be subject to cancellation, change, or reduction of coverage by the other party or parties hereto, unless notice, as defined herein, is sent to the OWNER, with a copy to the ENGINEER and the OWNER's attorney."

- F. Builder's Risk: CONTRACTOR agrees to and assumes the risk of loss for any damage or loss to the Work and Project by any means or occurrence until Substantial Completion. CONTRACTOR further agrees to obtain builder's risk or course of construction insurance in the total amount of the Contract Price.

Modify paragraph 6.7 of the General Conditions (page 34) to read as follows.

6.7 PERMITS

- H. South Salt Lake City Building Permit: Contractor shall obtain building permit from the South Salt Lake Community Development department at 220 E Morris Ave. Building permit fee will be waived for this city project.
- I. South Salt Lake City Engineering Right-of-way Permit: Obtain from South Salt Lake Engineering Department at 220 E Morris Ave. ROW permit fee will be waived for this city project.

END OF DOCUMENT

DOCUMENT 00 90 00
ADDENDA AND MODIFICATIONS

PART 1 GENERAL

1.1 PROCEDURE

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

END OF DOCUMENT

**SECTION 01 11 00
SUMMARY OF WORK**

PART 1 GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. Work of this Construction Contract comprises general construction, and street improvement, work located at

1. BASE BID

Bid Schedule A – Covers work on 300 East and Main Street between 2100 South and 2700 South in South Salt Lake City. (See Project Map and Bid Schedule Form 00 41 01 for details), end at Point of Curve

1.2 CONTRACT METHOD

A. Construct the Work under a single unit price contract.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF DOCUMENT

SECTION 01 26 00 CONTRACT MODIFICATION PROCEDURES

This specification changes a portion of Section 01 26 00 in the latest edition of Manual of Standard Specifications published by American Public Works Association. All other provisions of the Section remain in full force and effect.

Add the following articles to part 1.

1.9 CHANGE ORDER FORM

- A. Use the attached change order form (Form 01 26 01) when making any submittal to the ENGINEER.

- B. When a Change Order is more than 5% of the total Contract Amount or more than \$50,000.00, authorization from City Attorney's office is required.

SOUTH SALT LAKE CITY CONSTRUCTION CONTRACT CHANGE ORDER				Form 01 26 01	
Project Name:				Change Order #:	
Location:				Contract Date:	
Description:					
Time Extension	Contract Monies Allocated To Date (Information Only)				
CALENDAR	Original Contract	COs to Date	Current Contract Amount (Includes COs to date)		
BASIS OF PAYMENT	Agreed Unit, DBE				
ITEM	ESTIMATED QTY. INCREASE/DECREASE	UNIT OF MEASUREMENT	UNIT PRICE	AMOUNT INCREASE/DECREASE	

TOTAL NET CHANGES (Dollar) =

CONTRACTOR		CITY PROJECT MANAGER		CITY ENGINEER	
Approved by Authorized Representative		Approved by Authorized Representative		Recommended for Approval>	
Signature:		Signature:		Approved <	
Title:		Title:		Signature:	
Date:		Date:		Date:	
MAYOR		CITY ATTORNEY'S OFFICE*		COMMENTS	
Recommended for Approval>		Approved by Authorized Representative			
Approved <		Signature:			
Signature:		Title:			
Date:		Date:			

*: Required when the Change Order is over 5% of the Contract Amount or over \$50,000.00

SECTION 01 31 13 COORDINATION

This specification changes a portion of APWA Standard Specification Section 01 31 13. All other provisions of the Section remain in full force and effect.

Add the following paragraph to Article 1.5 (page 98).

1.5 COORDINATION WITH ADJACENT PROPERTY OWNER

- F. Once each week hand deliver a written "**Construction Status Update Notice**" to all residents, businesses, schools and property owners adjacent to and affected by the Work. Notice shall be on CONTRACTOR's company letterhead paper and be secured to doorknob should occupants not be home. Obtain ENGINEER's review of notice prior to distribution. As a minimum the notice shall contain the following.
1. name and phone number of CONTRACTOR's representative for the project;
 2. work anticipated for the next 7 days including work locations and work by subcontractors and utility companies;
 3. rough estimate of construction schedule through end of project;
 4. anticipated driveway approach closures;
 5. anticipated water, sewer or power outages;
 6. anticipated vehicular traffic impacts, rerouting or lane closures;
 7. anticipated pedestrian impacts and sidewalk closures;
 8. changes to public transportation bus routes; and
 9. any other construction or work items which will impact or restrict the normal use of streets and amenities.

Failure to comply with this contract provision is considered grounds for project suspension per Article 15.1 of the General Conditions (APWA Document 00 72 00).

Add the following Article to Part 1 (page 97).

1.8 PUBLIC AGENCIES PERSONNEL TO CONTACT

- A. Utility Companies: Utility companies generally require a minimum of 48 hours notice if their utility requires location, relocation or protection. Contact the following individuals to coordinate.
1. AT&T: Rob Williamson, phone 208-850-7448
 2. Comcast: Gary Goldstein, phone 801-401-3041
 3. Firstdigital: Brandon Balmforth, phone 801-456-1004
 4. Jordan Valley Water Conservancy District: Gordon Batt, phone 801-330-6507

5. Mount Olympus Improvement District: Kirk Tolbert, phone 801-560-1710
 6. Rocky Mountain Power – Metro: phone 866-870-3419
 7. Syringa Networks: Adam Nestor, phone 801-719-1657
 8. Utopia: Keith Perkins, phone 801-613-3863
 9. XO Communications – Salt Lake: John Davies, phone 801-514-2636
 10. Dominion Energy (Questar Gas): Darren Zessinger, phone 801-245-9229
 11. QWEST CenturyLink: Darren Keller, phone 385-312-6525
- B. Utah Department of Transportation:
1. Traffic Signal Engineer: Peter Jager, phone 801-887-3715.
 2. Fiber Optic Manager: Lynne Yocom, phone 801-887-3780
- C. UTA:
1. Coordinator: Michael Clara, phone 801-262-5626 ext. 2325
- D. South Salt Lake County:
2. Traffic Signals: Jodi Ballif, phone 385-468-6124
 2. Storm Drain, Sewer, and Culinary Water: Ed Rufener, Phone 801-412-3210

END OF SECTION

SECTION 01 33 00 SUBMITTAL PROCEDURES

This specification changes a portion of Section 01 33 00 in the Manual of Standard Specifications. All other provisions of the Section remain in full force and effect.

Add the following articles to part 1.

1.8 TRANSMITTAL FORM

- A. Use the attached transmittal form (Form 01 33 01) when making any submittal to the ENGINEER.
- B. Determine appropriate review due dates for each submittal and link the due date to the Progress Schedule (Section 01 32 16).

1.9 SUBMITTAL REGISTER

- A. The Manual of Standard Specifications and this Project Manual indicate submittals which are required for the Project. Using both of these publications, list the required submittals on the attached submittal register form (Form 01 33 02) [*Blank Submittal Register forms will be furnished by ENGINEER on request*].
 - 1. Identify the submittals which are for information only (see article 1.11).
 - 2. Identify the submittals which require the ENGINEER's review or action (see article 1.12)
- B. ***Submit the submittal register as the first submittal presented for review.***

1.10 SUBMITTALS FOR INFORMATION ONLY

- A. Submittals identified in the Manual of Standard Specifications or in the Project Manual which are not identified in this section are for information only and do not require review or action by ENGINEER or Resident Project Representative. Such submittals, however, will be monitored and spot checked. When spot checks indicate non-compliance, CONTRACTOR will be notified.

1.11 SUBMITTALS REQUIRING REVIEW OR ACTION

- A. The following table lists submittals which require ENGINEER's review or action. Transmit these submittals to the ENGINEER, at 220 East Morris Avenue, or to the Resident Project Representative on site.

TRANSMITTAL FORM	DATE	<input type="checkbox"/> NEW SUBMITTAL <input type="checkbox"/> RESUBMITTAL
-------------------------	------	--

Section I	REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initiated by the CONTRACTOR)
------------------	--

TO	FROM	TRANSMITTAL No.
		PREVIOUS TRANSMITTAL No.

SPECIFICATION SECTION NUMBER (See instructions)	CONTRACT TITLE	CONTRACT No.
---	----------------	--------------

SUBMITTAL ITEM No.	DESCRIPTION OF ITEM SUBMITTED (Type, size, model number, etc.)	SAMPLE OR CERTIFICATE (See instructions)	NO. OF COPIES	CONTRACT REFERENCE DOCUMENT		VARIATION (See instructions)	ENGINEER REVIEW CODE (See instructions)
				SPEC. PARA. No.	DRAWING SHEET No.		
a.	b.	c.	d.	e.	f.	g.	h.

REMARKS	I certify that the above submitted items have been reviewed in detail and are correct and conform with the contract Drawings and specifications except as otherwise noted. <hr style="width: 80%; margin-left: auto; margin-right: 0;"/> NAME AND SIGNATURE OF CONTRACTOR
----------------	--

Section II	OWNER'S ACTION This section will be completed by the ENGINEER)
-------------------	--

ENCLOSURES RETURNED (List by Item No.)	SIGNATURE OF REVIEWING AGENT	DATE
--	------------------------------	------

INSTRUCTIONS

GENERAL

1. Form is self-transmittal. Letter of transmittal is not required.
2. Submittals requiring expeditious handling will be submitted individually on this Form.
3. ENGINEER's review of submittals does not release or relieve CONTRACTOR from complying with all requirements of the Contract Documents.

SECTION I

1. TRANSMITTAL No: Number each transmittal consecutively in the space entitled "Transmittal No.". This number will identify each submittal.
2. PREVIOUS TRANSMITTAL No: Mark the box for resubmittal and insert the transmittal number of last submission as well as the new submittal number in the spaces provided. Each resubmittal will become a new transmittal.
3. SPECIFICATION SECTION No.: Cover only one specification section with each transmittal.
4. Column "a": For each entry on this form, the "SUBMITTAL ITEM No." will be the same as the SUBMITTAL ITEM No. indicated on the Submittal Register (Form 01 33 02).
5. Column "c": When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate".
6. Column "g": CONTRACTOR will place a check mark in the "Variation" column when a submittal is not in accordance with the plans and specifications - also, a written statement to that effect shall be included in the space provided for "Remarks" or on a separate page.
7. Column "h": For each item reviewed, ENGINEER shall assign action codes as follows.

- | |
|--|
| <ol style="list-style-type: none">A. No Exceptions Taken.B. Make Corrections Noted. Resubmission not required.C. Submit Specified Item.D. Rejected.E. ResubmitF. Do Not Resubmit. Receipt acknowledged.G. Will be returned by separate correspondence.H. Other (Specify). |
|--|

INSTRUCTIONS

GENERAL

1. **CONTRACTOR to Complete Form:** Review the Contract Documents to insure completeness. Expand general category listings. Show individual entries on this form for each item.
 - a. As an example, a general category would be "Plumbing Fixtures" which the CONTRACTOR is to breakdown into individual entries such as "Toilet P-1, Lavatory P-2, etc.". Complete the Submittal Register, attach it to Form 01 33 01 and submit it to ENGINEER.
2. **Resubmittals:** If a submittal is returned for correction, provide a new Submittal Identification Number. Identify the number on the submittal register and resubmit the information for review. Do not amend the data already contained on the submittal register.

SUBMITTAL REGISTER

1. **SCHEDULED ACTIVITY:** If an activity on the Progress Schedule is assigned to the submittal, place the schedule activity number in the "SCHEDULED ACTIVITY" column.
2. **SUBMITTAL ITEM No.:** Assign to each entry on the Submittal Register a sequential number in the "SUBMITTAL IDENTIFICATION (ITEM NUMBER)" column.
3. **REVIEW ACTION:** The "REVIEW ACTION" column identifies technical review responsibility of submittal. Review of all products and materials is the CONTRACTOR's responsibility; however, certain specified submittals will also require ENGINEER's review.
 - a. If REVIEW ACTION Column is Blank: Identified submittal shall be approved by the CONTRACTOR and then submitted to the ENGINEER for information.
 - b. If the "ENGINEER" is Identified in the REVIEW ACTION Column: Identified submittals shall be first approved by the CONTRACTOR and then submitted to the ENGINEER for review.
4. **ENGINEER ACTION DATES:** This column is for ENGINEER's use to record date submittal was received and the action code assigned in the submittal review process.

DOCUMENT 32 17 23
PAVEMENT MARKING MODIFICATIONS

This document changes provisions in APWA Specification Section 32 17 23. All other provisions of the document remain in full force and effect.

Remove paragraph B of article 2.3

Remove article 3.4

Remove article 3.5

END OF DOCUMENT

SECTION 02735

MICRO-SURFACING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products and procedures for mixing and spreading a properly proportioned homogeneous mixture of aggregate, mineral filler, additives, polymer-modified asphalt emulsion and water to an existing pavement providing a firm surface adhesion and smooth stable skid resistant texture.

1.2 RELATED SECTIONS

- A. Section 02746: Hydrated Lime

1.3 REFERENCES

- A. AASHTO M 17: Mineral Filler for Bituminous Paving Mixtures
- B. AASHTO M 85: Portland Cement
- C. AASHTO M 208: Cationic Emulsified Asphalt
- D. AASHTO T 11: Materials Finer Than 75 μm (No. 200) Sieve in Mineral Aggregate
- E. AASHTO T 27: Sieve Analysis of Fine and Coarse Aggregates
- F. AASHTO T 49: Penetration of Bituminous Materials
- G. AASHTO T 53: Softening Point of Bitumen
- H. AASHTO T 59: Testing Emulsified Asphalts
- I. AASHTO T 96: Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
- J. AASHTO T 104: Soundness of Aggregate by Use of Sodium Sulfate or Magnesium Sulfate
- K. AASHTO T 112: Clay Lumps and Friable Particles in Aggregate

- L. AASHTO T 176: Plastic Fines in Graded Aggregates and Soils by Use of the Sand Equivalent Test
- M. AASHTO T 278: Surface Frictional Properties Using the British Pendulum Tester
- N. AASHTO T 279: Accelerated Polishing of Aggregates Using the British Wheel
- O. AASHTO T 315: Determining the Rheological Properties of Asphalt Binder Using a Dynamic Shear Rheometer (DSR)
- P. AASHTO T 316: Viscosity Determination of Asphalt Binder Using Rotational Viscometer
- Q. AASHTO PP 72-11: Recovering Residue from Emulsified Asphalt Using Low-Temperature Evaporative Techniques
- R. ASTM D 6372: Testing and Construction of Micro-Surfacing
- S. ASTM D 7405: Multiple Stress Creep and Recovery (MSCR) of Asphalt Binder Using a Dynamic Shear Rheometer
- T. International Slurry Seal Association (ISSA) Specifications and Guidelines
- U. UDOT Minimum Sampling and Testing Requirements
- V. UDOT Quality Management Plans

1.4 DEFINITIONS Not Used

1.5 SUBMITTALS

- A. Provide the mix design for review 10 days before beginning construction.
 - 1. Refer to this Section, Article 2.6.
 - 2. Provide the Engineer with the following for asphalt and polymer emulsion with job-mix design.
 - a. Test report that meets the requirements of this Section, Article 2.1.
 - b. Certificate of analysis and compliance from the manufacturer for each batch.
 - c. Target gradation for combined aggregate and mineral filler.
 - d. Name of the asphalt and polymer emulsion supplier.

- B. Provide test reports for mineral aggregate.
 - 1. Refer to this Section, Article 2.2.
- C. Provide Manufacturer’s Certificate of Compliance for Mineral Filler.
 - 1. Refer to this Section, Article 2.3.
- D. Provide calibration documentation for each mixing unit including an individual calibration for each material at various settings that corresponds to the mixing unit metering device.
- E. Changes in the job-mix gradation.
 - 1. Submit a written request for a change in the job-mix gradation.
 - 2. Submit a new job-mix design if changes in gradation are outside the gradation band allowed by the stockpile tolerance in Table 4.

1.6 ACCEPTANCE

- A. Acceptance sampling and testing of material according to UDOT Minimum Sampling and Testing Requirements.
- B. Department will assess price adjustments based on the average daily application rate of aggregate and emulsion residue per lot.
 - 1. A lot is defined as one day’s production.
 - 2. Use the computerized monitoring system from the paver for the aggregate and emulsion totals per lot.
 - 3. Obtain square yards from the Contractors Daily Report, verified by the Engineer.
 - 4. Pay Factor = PF_{rate} (Table 1) x $PF_{residue}$ (Table 2)
- C. Application rate pay factor (PF_{rate}) is based on application rate of dry aggregate.
 - 1. Aggregate application target rate is 25 lbs/yd²

Table 1

Pay Factor Application Rate	
Average Daily Application Rate (lbs/yd²)	PF_{rate}
25.0 or Greater	1.0
20.0 to 24.9	(Avg. Rate ÷ 25)
Less than 20.0	Reapplication with option to remove

- D. Emulsion residue pay factor (PF_{residue}) is based on the residue of the emulsion placed each lot.
1. Target Value = Residual asphalt target value for emulsion based on the mix design.
 2. Emulsion residue = Based on the Certificate of Compliance from the Emulsion Supplier.

Table 2

Pay Factor Emulsion Residue Content	
Average Daily Emulsion Residue %	PF_{residue}
Target Value less than $\pm 0.6\%$	1.0
Target Value $\pm 0.61\%$ to Target Value $\pm 1.00\%$	0.8
Greater than 1% of Target Value	Reapplication with option to remove

PART 2 PRODUCTS

2.1 EMULSIFIED ASPHALT

- A. Use a quick-set polymer-modified asphalt emulsion manufactured specifically for micro-surfacing.
1. Refer to AASHTO M 208 grade CQS-1 h (cationic) emulsified asphalt. Delete settlement and cement mixing test requirements.
 2. The supplier must be on the approved list adhering to the UDOT Quality Management Plan 508 Asphalt Emulsion.
- B. Mill or blend the polymer material into the asphalt or emulsifier solution before the emulsification process.
1. Obtain certification from the asphalt emulsion manufacturer that the emulsion contains at least 3.0 percent polymer solids based on the weight of asphalt (asphalt residual).
- C. Refer to Table 3 for Modified Emulsion Residue.

Table 3

Modified Emulsion Residue By Distillation		
Test Method	Description	Specification
AASHTO T 49	Penetration, 25° C	40-90
AASHTO T 53	Softening point	57° C Min
AASHTO T 59-modified (a)	Residue by distillation	62% Min.
AASHTO T 316	Rotational Viscosity 135° C	650 CPS Min
Modified Emulsion Residue By Evaporation, AASHTO PP 72-11 Procedure B		
AASHTO T 315 (b)	Original DSR, G* at 58° C, kPa	7 - 14
AASHTO T 315 (b)	Original DSR, Phase Angle, δ , at 58° C	75 Max.
ASTM D 7405 (b)	Multiple Stress Creep Recovery (MSCR) at 64° C, % recovery at 3.2 kPa stress level	25 Min.
(a)	Modified distillation procedure – Heat emulsion residue to $177 \pm 5^\circ$ C and maintain that temperature for 20 min. Perform the distillation within 60 ± 15 min.	
(b)	Do not reheat on completion of evaporation. Complete residue testing within 48 hr of performing the evaporation procedure. Pull small specimens from the evaporation sample for rheological testing and ball by hand using gloves that will not affect the residue such as nitrile gloves.	

- D. Formulate the polymer modified emulsified asphalt so that when the paving mixture is applied with relative humidity at not more than 50 percent and the ambient air temperature of at least 75 degrees F, the paving mixture will sufficiently cure so that traffic can be allowed in one hour.

2.2 MINERAL AGGREGATE

- A. Use 100 percent crushed mineral aggregates, clean and free from organic matter or other detrimental substances that meet the following requirements:
1. Maximum clay lumps and friable particles of 2 percent for coarse and fine aggregates. Refer to AASHTO T 112.
 2. Maximum weighted sodium sulfate soundness loss of 15 percent. Refer to AASHTO T 104.
 3. Maximum loss by abrasion of 30 percent. Refer to AASHTO T 96.
 4. Sand equivalent of 60 or greater. Refer to AASHTO T 176.
 5. Minimum polishing value of 31. Refer to AASHTO T 278 and T 279.
 - a. Perform tests on aggregate before crushing.
 - b. Do not use predominantly limestone or dolomite aggregates.

- B. Establish a job mix or target gradation within the gradation band as specified in Table 4.
1. Base the mix design on the target gradation.
 2. The percent passing each sieve must not vary by more than the stockpile tolerance and still remains within the gradation band. Refer to AASHTO T 11 and AASHTO T 27.

Table 4

Job-Mix Gradation Design Limits		
Sieve Size	Job Mix Gradation Target Band	Stockpile Tolerances
$\frac{3}{8}$	100	0
#4	70-90	±5
#8	45-70	±5
#16	28-50	±5
#30	19-34	±5
#50	12-25	±4
#100	7-18	±3
#200	5-15	±2

Percent passing based on total aggregate (dry weight) and fine and coarse aggregate with approximately the same bulk specific gravities.

2.3 MINERAL FILLER

- A. Use one of the following for Mineral Filler. Refer to AASHTO M 17.
1. Non-air entrained Type I/II portland cement. Refer to AASHTO M 85.
 2. Hydrated lime, free from lumps or foreign matter. Refer to Section 02746.
- B. Determine the amount of mineral filler needed through the laboratory mix design.
1. The amount of mineral filler used must be between 0.5 percent and 2.0 percent by the weight of dry aggregate.
 2. Adjust the percentage of mineral filler ± 0.5 percent as necessary for better consistency or to optimize set times with Engineer's approval.

2.4 WATER

- A. Use potable water free from harmful salts, reactive chemicals, and any other contaminants.

2.5 ADDITIVES

- A. Use additives as required to accelerate or retard the break-set of the micro-surfacing mix, to improve the resulting finished surface, or to increase adhesion.
 - 1. Determine the initial additive quantities from the mix design for the micro-surfacing mix or individual materials.
 - 2. Use additives compatible with the other components of the mix.

2.6 JOB-MIX DESIGN

- A. Design according to ASTM D 6372.
 - 1. Show each ingredient amount meets the following:
 - a. Residual asphalt cement content, 7.0 percent minimum by dry total weight of aggregate.
 - b. Aggregate gradation (target) within the job-mix gradation design limits in Table 4.
 - c. Mineral filler, percentage by total dry weight of aggregate.
 - d. Polymer modifier 3.0 percent minimum polymer solids based on the residual asphalt content certified by emulsion supplier.
 - 2. Identify the optimum emulsion content as a percentage of the dry weight of aggregate to meet Table 5 requirements.
 - 3. Identify additives as determined by design testing to control mix set times and cohesion.
 - a. Provide acceptable limits for additives.
 - 4. Conform to the ISSA A143 specifications listed in Table 5.
 - 5. Use the same materials and aggregate gradation to be used on the project.
 - 6. Provide a micro-surfacing mixture that can be spread in variable thickness cross-sections, ruts, scratch courses, and surfaces.

Table 5

ISSA A 143 Specifications		
ISSA Test No.	Description	Specification
ISSA TB-139	<u>Wet Cohesion</u> @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	12 kg-cm Minimum 20 kg-cm Minimum or Near Spin
ISSA TB-109	Excess Asphalt by LWT Sand Abrasion	50 g/ft ² Maximum (538 g/m ² Maximum)
ISSA TB-114	Wet Stripping	Pass (90% Minimum)
*ISSA TB-100	<u>Wet-Track Abrasion Loss</u> One-hour Soak Six-day Soak	50 g/ft ² (538 g/m ²) Maximum 75 g/ft ² (807 g/m ²) Maximum
ISSA TB-147	Lateral Displacement	5% Maximum
ISSA TB-144	Classification Compatibility	11 Grade Points Minimum (AAA, BAA)
ISSA TB-113	Mix Time @ 77° F (25° C)	Controllable to 120 Seconds Minimum

* Perform the wet track abrasion test under laboratory conditions as a component of the mix design process.

2.7 EQUIPMENT

- A. Use mixing equipment specifically designed and manufactured to mix and place micro-surfacing.
1. Mix the material by an automatically sequenced, self-propelled micro-surfacing mixing machine with a continuous flow revolving multi-blade double shafted mixing unit that:
 - a. Accurately delivers and proportions the aggregate, emulsified asphalt, mineral filler, controls setting additive, and water.
 - b. Discharges the mixed product on a continuous flow basis.
 2. Use a machine with sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, control additive, and water to maintain an adequate supply to the proportioning controls.
 3. Use a machine capable of self-loading materials while continuing to place micro-surfacing.
 4. Full control of the forward and reverse speed during applications of the micro-surfacing material.
 - a. Use original manufacturer designed equipment for the self-loading device, opposite side driver stations, and forward and reverse speed controls.
- B. Use a machine with a hydraulically adjustable (while applying mixture) type spreader box with a positive screed adjustment for yield control and a positive adjustment for the joint matcher.

- C. Equip the micro-surfacing spreader box with the following:
1. Ribbon flights mounted on an adjustable shaft to continually agitate and distribute the materials throughout the box.
 2. Curb bumpers and replaceable runners with at least 5 ft long end runners.
 3. A sufficient walkway to provide access to either side of the spreader box without walking through the freshly placed material.
 - a. The equipment must provide sufficient turbulence to prevent the mix from setting in the box or causing excessive side buildup or lumps.
 4. Flexible seals in contact with the road, front and rear, to prevent the loss of the mixture from the box.
 5. A secondary strike-off located approximately 2 to 3 ft behind the primary strike-off to minimize transverse corrugations and to improve surface texture.
 - a. The secondary strike-off must have elevation and width adjustments similar to the primary strike-off and a pivot point that can be tilted for texturing or raised completely off the surface.
 - b. The secondary strike-off must have the same adjustments as the spreader box.
 6. Ability to side shift the box to compensate for variations in the pavement geometry.
 7. Capability of applying micro-surfacing mixture in variable widths up to 15 ft.
- D. Use a rut filling spreader box specifically designed to fill ruts with an average depth greater than $\frac{1}{2}$ inch.
1. Ruts greater than $\frac{1}{2}$ inch deep require multiple passes to restore the cross section.
- E. Use a computerized material monitoring system with integrated material control devices such that the amount of each material can be determined at any time.
1. Calibrate each material control device before each mix application and as often thereafter as determined by the Engineer.
 2. Use a monitoring system capable of recording, displaying, and printing the following information:
 - a. Individual sensor counts for emulsion, aggregate, mineral filler, water, and additive.
 - b. Aggregate, emulsion, and mineral filler output in pounds per minute.
 - c. Percentages of emulsion, mineral filler, water, and additive.
 - d. Cumulative totals of aggregate, emulsion, mineral filler, water, and additive.

- e. Scale factor for all materials.
- F. Check the daily totals from the computerized monitoring system for the aggregate and the daily total from the scalping screen weighing system are within 2 percent.
- G. Calibrate each mixing unit in the presence of the Engineer before construction.
 - 1. Do not use any machine until calibration has been completed.

PART 3 EXECUTION

3.1 LIMITATIONS

- A. Do not apply micro-surfacing during rain when road surface moisture is present or during other adverse weather conditions.
- B. Do not apply micro-surfacing if either the pavement or air temperature is below 50 degrees F.
- C. Do not apply micro-surfacing when the temperature is projected below 37 degrees F within 48 hours of placing micro-surfacing.
- D. Cease micro-surfacing operations when the weather or other conditions prolong opening road surface to traffic beyond two hours.
- E. Remove and replace the micro-surfacing if any of the following occurs:
 - 1. Lumping, balling, or unmixed aggregates.
 - 2. Separation of the coarse aggregate from the emulsion and fines.
 - 3. Excessive breaking of emulsion inside the spreader box.
 - 4. Streaking caused by oversized aggregate.
 - 5. Flushing or excessively rich areas appearing in the micro-surfacing after two hours from the time of placement.
 - 6. Any measurable rutting, shoving, or other evidence of premature deformation when exposed to traffic.
- F. Keep traffic off roadway surface until the micro-surfacing has cured.
 - 1. Allow for additional curing time at locations such as driveways, intersections, and where sharp turning movements may take place or where vehicles may accelerate quickly.

3.2 STOCKPILE

- A. Construct individual 500-ton stockpiles of micro-surfacing aggregates.

1. Engineer will verify stockpiles at least one and at most seven days before use.
 2. Combining, altering, or moving 500-ton stockpiles may require re-approval by the Engineer before use.
- B. Notify the Engineer at least seven calendar days before micro-surfacing placement in order for the initial stockpiles to be sampled and tested for acceptance.
- C. Obtain the Engineer's written acceptance of a stockpile before its use for micro-surfacing.
- D. Provide stockpile Quality Control information to the Engineer for every 500 tons of aggregates to include the following:
1. Aggregate gradation meeting job-mix formula tolerances according to Table 4.
 2. Sand Equivalency. Refer to AASHTO T 176.
- E. Be capable of determining aggregate moisture within 10 minutes at all times.
- F. Rework or remove material not meeting specifications from the stockpile area. Identify stockpiles that will be reworked.
- G. The Department will retest corrected material for acceptance.

3.3 PREPARATION

- A. Clean the pavement surface of dirt, sand, dust, oil, and other objectionable material immediately before applying micro-surfacing.
- B. Allow un-sealed cracks to dry thoroughly before applying micro-surfacing when using water to clean the road surface.
- C. Cover manholes, valve boxes, drop inlets, and other service utility entrances before surfacing.
- D. Protect all structures, including items such as guardrail, guideposts, concrete barriers, drains, and parapet walls.

3.4 APPLICATION

- A. Pre-wet the pavement surface as required due to local conditions by fogging ahead of the micro-surfacing box.
1. Do not create standing water on the pavement in front of the micro-surfacing box.

- B. Place micro-surfacing mix that meets the job-mix design.
 - 1. Control the ingredient proportions with metering or measuring devices on the micro-surfacing equipment.
 - a. Use readings from the metering or measuring devices to determine compliance with limits stated in the approved job-mix design.
 - 2. Limit any increase or decrease in the amount of mineral filler added to the mix during production to ± 1 percent of the job-mix design.
 - 3. Limit the set-control agent to ± 1 percent of the job-mix design.
 - 4. The emulsion used throughout the project must be the same emulsion submitted with the job-mix design.
 - 5. The emulsion content must be ± 1 percent of the job-mix design.
 - a. Engineer may require a new job-mix design and re-authorization of the micro-surfacing if large disparities occur.
 - b. Calculate the percent emulsion on the daily electronic printout from the calibrated paver for emulsion and aggregate quantities.

- C. Place a mixture according to the authorized mix design and the quality control tolerances.
 - 1. Maintain quality control documentation and make available to the Engineer upon request or at completion of daily work.
 - 2. Randomly calculate the percent asphalt content of the mixture from the equipment computer display readings at least three times daily.
 - 3. Randomly calculate the yield of the aggregate being placed from the equipment computer display readings at least three times daily.
 - 4. Maintain a daily report and log sheet containing the following information:
 - a. Aggregate used, ton (dry)
 - b. Micro-Surfacing emulsion used, ton
 - c. Bituminous materials for tack coat used, if specified, ton
 - d. Mineral Filler used, lbs
 - e. Water used in mixture, gallons
 - f. Additive used in mixture, gallons
 - g. Surface area completed (square yards)
 - h. Surface area application rate (dry lbs aggregate per square yard)
 - i. Percentage of emulsified asphalt based on dry aggregate

- D. Pass the mineral aggregate over a vibratory scalping screen before transfer to the micro-surfacing mixing machine to remove oversize material.
 - 1. The screening unit must be capable of providing weigh tickets for each load of material.

- E. Carry a sufficient amount of micro-surfacing in all parts of the spreader box so that full width and complete coverage is obtained with no streaks or narrow spots.
 - 1. Avoid overloading the spreader box.
 - 2. Do not spray water directly into the spreader box during the application of micro-surfacing under any circumstances.

- F. Apply micro-surfacing of proper consistency at a minimum rate of 25 lbs/yd² based on the dry weight of aggregate for each lot.
 - 1. Provide to the Engineer the square yards for each lot.
 - 2. Calculate the aggregate application rate using the daily tickets from the screening unit and daily electronic printout from the calibrated paver.

- G. Apply micro-surfacing for rut filling.
 - 1. Apply micro-surfacing as a scratch-coat pass using a steel or high density strike-off when required to fill ruts less than ½ inch deep or as directed by the Engineer.
 - 2. Make multiple passes with the rut filling spreader box for ruts greater than ½ inch deep or as directed by the Engineer.
 - 3. Allow 24-hour cure time after filling ruts, before placing additional micro-surfacing layer.

- H. Do not apply water to freshly placed micro-surfacing.

3.5 TEST STRIP

- A. Construct a test strip at least 500 ft long on the roadway before initial placement.
 - 1. The material must achieve initial set within 30 minutes and the surface shows no signs of distress when exposed to traffic after curing for 2 hours.

- B. Make necessary adjustments if test strip does not perform as required.
 - 1. Repeat the test strip process.
 - 2. The Engineer may require a new job-mix design if failures indicate an ingredient problem.

3.6 FINISHING DETAILS

- A. The depth of each micro-surfacing course must not exceed twice the maximum aggregate size.
 - 1. Not required when using a rut filling spreader box.

- B. Longitudinal and transverse joints
1. Construct longitudinal joints within 6 inches of the lane lines where possible.
 2. The overlap of micro-surfacing at any joint must not exceed 6 inches.
 3. Repair the joints if any of the following conditions exist:
 - a. Build-up of material at the joints.
 - b. Uncovered areas at the joints.
 - c. Longitudinal and transverse joints with more than $\frac{1}{4}$ inch vertical space between the surface and a 4 ft straightedge placed perpendicular to the joint.
 4. The edges of the micro-surfacing must follow the centerline, lane lines, shoulder lines, and curb lines.
 5. Repair the edges if they vary more than 6 inches.
 6. Use methods approved by the Engineer to correct deficiencies.
 - a. The repaired surfaces must be dense with a uniform texture.
 - b. Repair sections with surface irregularities the same width as the existing pass of micro-surfacing.
 - c. Small areas of patching are not permitted.
- C. Finished micro-surfacing must have a uniform texture free of scratches, tears, and other surface irregularities.
1. Repair the surface if any of the following deficiencies exist:
 - a. More than one surface irregularity $\frac{1}{4}$ inch or wider and 10 ft or longer in any 100 ft section.
 - b. More than three surface irregularities $\frac{1}{2}$ inch or wider and more than 6 inches long in any 100 ft section.
 - c. Any surface irregularity 1 inch or wider and more than 4 inches long.
 - d. Any tire track damage to the fresh micro-surfacing.
 - e. Slick spots or any area of bleeding (surface flushing).
- D. Place micro-surfacing adjacent to concrete pavements or concrete curb and gutter with a straight longitudinal edge.
1. Do not allow over-lap in these areas.
- E. Maintain neat construction lines at all locations.
- F. Place micro-surfacing at side streets and intersections out to right-of-way line including around radii where applicable.

- G. Use hand squeegees to spread micro-surfacing in areas where micro-surfacing machine cannot operate.
 - 1. Lightly dampen areas before mix placement.
 - 2. Provide complete and uniform coverage.
 - 3. Avoid unsightly appearance from handwork.
 - 4. Use the same type of finish in hand worked areas as applied by the spreader box.

- H. Use construction paper or comparable products so that beginning and ending joint lines from each construction pass are straight and neat.

END OF SECTION