



City Council Staff Report

Date:

May 15, 2024

Applicant:

Mapleton City Public Works

Location:

Highway 89

Prepared By:

Rob Hunter, City Engineer/
Public Works Director

Public Hearing:

Yes

Attachments:

Winning Bid Documents

REQUEST

Award the contract for the Highway 89 Pressurized Irrigation (PI) Project to Rino Excavating LLC.

BACKGROUND & DESCRIPTION

The project includes 4 segments with a total of approximately 5,400 feet of 12-inch PVC pressurized irrigation pipe which will connect to the existing system on the east side of US 89. The work includes installation of fittings, air valve vaults, a drain vault, thrust restraints, and service connections.

This project will extend PI availability to more parts of the city and also increase pressure reliability and redundancy for areas where PI is already existing.

A mandatory pre-bid meeting was held on April 18, 2024 for contractors wishing to bid on the project. The final project was advertised on the state's Utah Public Procurement Place (U3P) for 3 weeks from April 10th to May 2nd.

EVALUATION

The pre-bid meeting was attended by 10 contractors. Submittals were made by two contractors on the project, with the losing bid being more than double of the winning bid. Rino Excavating LLC submitted the winning bid for a total of \$1,517,339.

RECOMMENDATION

Award the contract for the Highway 89 Pressurized Irrigation Project to Rino Excavating LLC for a total contract amount of \$1,517,339.00.

RESOLUTION NO. 2024-

A RESOLUTION OF THE CITY OF MAPLETON, UTAH TO AWARD THE HIGHWAY 89 PI PROJECT TO RINO EXCAVATING LLC

WHEREAS, Mapleton City wishes to construct pressurized irrigation pipeline along Highway 89 to provide availability to subdivisions in the area and greater system redundancy; and

WHEREAS, funding was included in the FY23 and FY24 budgets for the project, and; and

WHEREAS, the project was advertised on the state's Utah Public Procurement Place, and Rino Excavating LLC submitted the winning bid; and

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, that: the City will award the Highway 89 PI Project to Rino Excavating LLC for a total contract amount of \$1,517,339.00.

This resolution adopted this 15th day of May, 2024, by the City Council of Mapleton City, Utah.

Dallas Hakes
Mayor

ATTEST:

Camille Brown
City Recorder

**ADDENDUM NO. 1
to
BIDDING DOCUMENTS FOR**

MAPLETON CITY US 89 PRESSURIZED IRRIGATION PIPELINE

BID FILING DEADLINE: THURSDAY MAY 2 @ 3:00 PM

April 26, 2024

The Bidding Requirements, Contract Conditions, Technical Specifications, and Drawings are hereby revised to include the following changes. Contractors bidding the project shall conform to these revisions and acknowledge receipt of this Addendum on the Bid Form.

GENERAL INFORMATION & CLARIFICATIONS

1. CAD file has been shared with bidders through U3P site.

BIDDING REQUIREMENTS

1. *SECTION 00 43 00 BID SCHEDULE* – **REPLACE** the entire bid schedule with the attached bid schedule.
 - a. Revised items include:
 - i. Item 7: Stations and quantities corrected.
 - ii. Item 8: Stations and quantities corrected.
 - iii. Item 9: Stations and quantities corrected.
 - iv. Item 10: Stations and quantities corrected.
 - v. Item 14: PI Service Connections (Long/Horizontal Directional Drill): **DELETED**, bid schedule numbering unchanged.

TECHNICAL SPECIFICATIONS

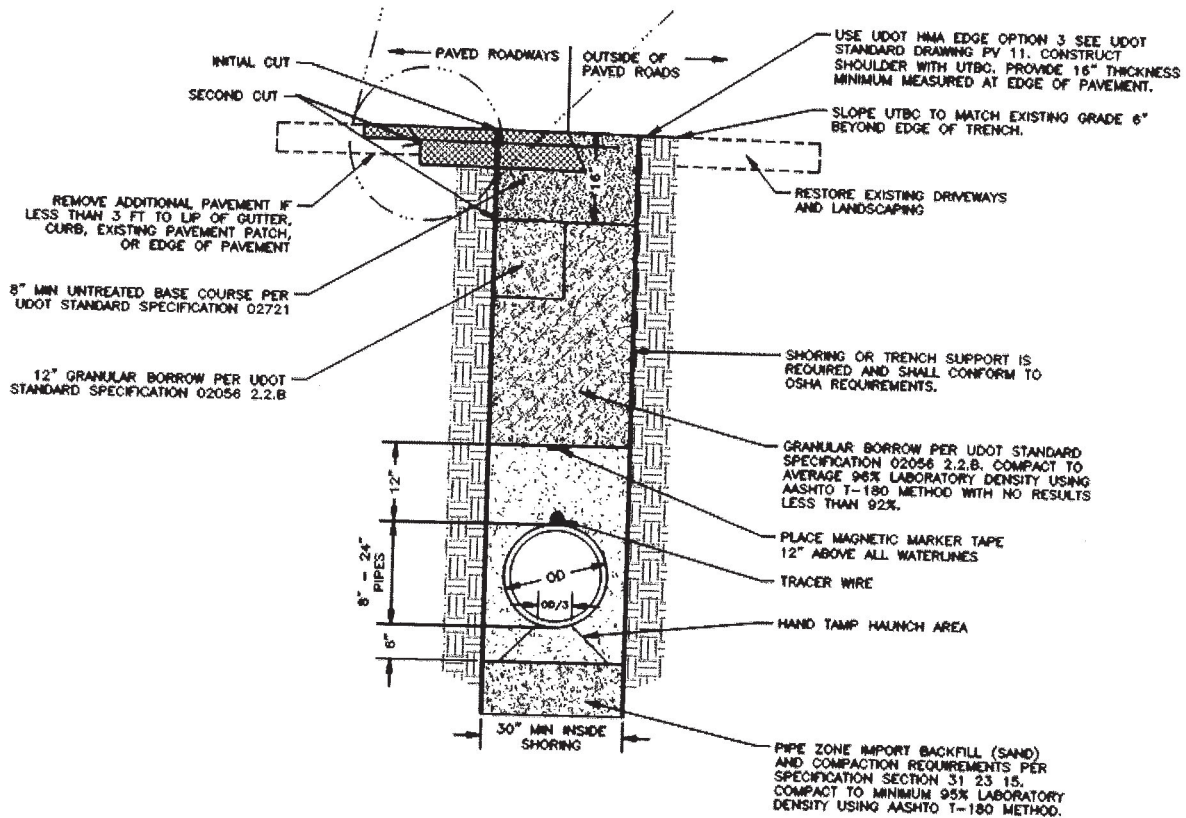
1. *SECTION 01 22 00 MEASUREMENT AND PAYMENT* – **DELETE** bid item no 14. Bid item numbering is unchanged.
2. *SECTION 01 45 00 QUALITY CONTROL AND MATERIALS TESTING* – **REPLACE** MINIMUM REQUIRED FREQUENCY of testing with: "Frequency of Testing and Testing Methods" shall comply with UDOT 2024 Standard Plans and Specifications, applicable to the following items:
 - a. **Base Course**
 - b. **Asphalt**
 - c. **Portland Cement Concrete**

Testing frequency for backfill for buried pipelines and backfill for structures is unchanged.

DRAWINGS

1. Drawings indicated are revised. No revised drawings are issued with this addendum. Conformed drawings will be issued to successful bidder.
2. Sheet G-3; Waterline Note 13.2: **DELETED**.

3. Sheet PP-3, approximately Station 12+00: **DELETE** key note B 'Install PI Service Connection (Long)'.
4. Sheet PP-3, approximately Station 13+75: **DELETE** key note B 'Install PI Service Connection (Long)'.
5. Sheet PP-7, approximately Station 33+75: **DELETE** key note B 'Install PI Service Connection (Long)'.
6. Sheet PP-11, approximately Station 69+75: **DELETE** key note B 'Install PI Service Connection (Long)'.
7. Sheet PP-11, Sheet note 13: revise stationing to match bid schedule;
8. Sheet PP-12, Sheet note 13: revise stationing to match bid schedule.
9. *Sheet C-2, Detail 3* "TYP TRENCH CROSS SECTION: The "Second Cut" arrow is pointing to the wrong location. Correct location is shown in the image below in red.



DETAIL NOTES:

1. NO SAW CUTS TO END UP IN THE WHEEL PATH.
2. WRAP ALL DUCTILE IRON PIPE WITH 8 MIL THICK POLYETHYLENE SHEET AND TAPE. APPLY POLY-FM GREASE TO ALL METAL FITTINGS.
3. PLACE PLASTIC PIPE ONLY WITHIN A TRENCH. PLACE FILL MATERIAL AT OR ABOVE THE PIPE BACKFILL ELEVATION BEFORE EXCAVATION OF THE TRENCH WHEN PLACED IN AN EMBANKMENT.
4. REMOVE BOULDERS OR ROCKS WITHIN BEDDING AREA.
5. DO NOT DISTURB THE INSTALLED PIPE OR EMBEDMENT OR LEAVE VOIDS WHEN USING TRENCH BOXES AND SHIELDS.

TYP TRENCH CROSS SECTION

3
—

NTS

THIS ADDENDUM IS HEREBY ATTACHED TO AND MADE A PART OF THE CONTRACT DOCUMENTS, AND EACH BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THE BID.

HANSEN, ALLEN & LUCE, INC.



Katie Gibson Jacobsen, P.E.
Project Engineer

Attachments:

Revised Bid Schedule

ADDENDUM No. 1 REVISED BASE BID SCHEDULE

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1		\$ 38,675. ⁰⁰
2	Prepare and Implement Storm Water Pollution Prevention Plan	LS	1		\$ 6,100. ⁰⁰
3	Traffic Control	LS	1		\$ 42,400. ⁰⁰
4	Tree Removal (Sta 54+16 to Sta 59+51)	LS	1		\$ 5,900. ⁰⁰
5	12-inch PVC PI Pipeline (Sta 0+00 to Sta 14+82.41) Including QA & Testing	LF	1,483	\$ 150. ⁰⁰	\$ 222,450. ⁰⁰
6	12-inch PVC PI Pipeline (Sta 20+21.61 to Sta 47+34.45) Including QA & Testing	LF	2,713	\$ 140. ⁰⁰	\$ 379,820. ⁰⁰
7	12-inch PVC PI Pipeline (Sta 54+16.47 to Sta 59+50.96) Including QA & Testing	LF	535	\$ 150. ⁰⁰	\$ 80,250. ⁰⁰
8	Removal of Unsuitable Material (Sta 54+16.47 to Sta 59+50.96)	LF	535	\$ 7. ⁰⁰	\$ 3,745. ⁰⁰
9	12-inch PVC PI Pipeline (Sta 67+37.56 to Sta 73+84.55) Including QA & Testing	LF	647	\$ 150. ⁰⁰	\$ 97,050. ⁰⁰
10	Removal of Unsuitable Material (Sta 67+37.56 to Sta 73+84.55)	LF	647	\$ 7. ⁰⁰	\$ 4,524. ⁰⁰
11	8-inch Gate Valves	EA	3	\$ 3,500. ⁰⁰	\$ 10,500. ⁰⁰
12	12-inch Gate Valves	EA	8	\$ 5,600. ⁰⁰	\$ 44,800. ⁰⁰
13	PI Service Connections (Short/Open Cut)	EA	15	\$ 6,000. ⁰⁰	\$ 90,000. ⁰⁰
14	PI Service Connections (Long/Horizontal Directional Drill)	EA	0		
15	8-inch PI Stub with Cap and Thrust Block (Sta 7+00.78 and Sta 13+56.37)	EA	2	\$ 2,600. ⁰⁰	\$ 5,200. ⁰⁰
16	Potholing at 2400 South	LS	1		\$ 2,500. ⁰⁰
17	Potholing at Park Meadows Drive	LS	1		\$ 6,500. ⁰⁰
18	Park Meadows Drive Connection to Existing 8-inch PI (Sta 38+03.41), Connect to Existing 8-inch PI (Sta 38+03.41), and Install 8-inch PI in Existing Casing (Sta 38+24.76).	LS	1		\$ 34,120. ⁰⁰
19	Connections at Stations 0+00.00, 13+56.37, 14+82.41, 20+21.61, 54+16.47, 59+50.96, and 67+37.56.	EA	7	\$ 3,000	\$ 21,000. ⁰⁰
20	800 South Connection to Existing 12-inch PI (Sta 73+83.55) per Detail C on Drawing C-1.	LS	1		\$ 9,600. ⁰⁰
21	1600 South Connection Sta 47+34.45 (Night time Work)	LS	1		\$ 34,500. ⁰⁰
22	Loop Existing Water Service	EA	8	\$ 2,500. ⁰⁰	\$ 20,000. ⁰⁰
23	Install Air Valve and Vault	EA	2	\$ 10,300. ⁰⁰	\$ 20,600. ⁰⁰
24	PI Pipeline Drain	LS	1		\$ 7,950. ⁰⁰
25	Restoration of Unpaved Shoulder (plan quantity)	SY	3,300	\$ 4. ⁰⁰	\$ 13,200. ⁰⁰
26	Restoration of Asphalt Roadway	SY	1,775	\$ 70. ⁰⁰	\$ 124,250. ⁰⁰
27	Restoration of Asphalt Trail	LF	340	\$ 80. ⁰⁰	\$ 27,200. ⁰⁰
28	Asphalt Mill and Overlay	SY	1,500	\$ 40. ⁰⁰	\$ 60,000. ⁰⁰

29	Repair/Replace Asphalt Drive Access	EA	15	\$ 3,150. ⁰⁰	\$ 47,250. ⁰⁰
30	Repair/Replace Concrete Drive Access	EA	2	\$ 2,800. ⁰⁰	\$ 5,600. ⁰⁰
31	Repair/Replace Gravel Drive Access	EA	3	\$ 1,300. ⁰⁰	\$ 3,900. ⁰⁰
32	Restoration from 1600 South to 800 South	LS	1		\$ 38,000. ⁰⁰
33	Remove and Replace Curb and Gutter	LF	30	\$ 115. ⁰⁰	\$ 3,450. ⁰⁰
34	Remove and Replace Pedestrian Ramp at Sta 73+45	EA	1	\$ 4,500. ⁰⁰	\$ 4,500. ⁰⁰
35	Sign Restoration	EA	2	\$ 900. ⁰⁰	\$ 1,800. ⁰⁰
Total of All Unit Price Bid Items					\$ 1,517,339. ⁰⁰

END OF ADDENDUM NO. 1



Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Rino Excavating LLC
2208 West 700 South, Springville, UT 84663
as principal, hereinafter called the Principal, and **Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134,**
a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held
and firmly bound unto Mapleton City Corporation
125 W 400 N, Mapleton, UT 84664

as Oblige, hereinafter called the Oblige, in the sum of **** Five Percent of Bid Amount (5%) ****
for payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Project: US 89 Pressurized Irrigation Pipeline

Bid Date: 05/02/2024

The conditions of this Bond are such that if the Oblige accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Oblige and Principal, and the Principal either (1) enters into a contract with the Oblige in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Oblige, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Oblige the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Oblige and Principal to extend the time in which the Oblige may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids, and the Oblige and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 05/02/2024

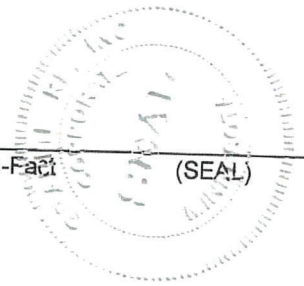
Rino Excavating LLC

Witness

Title (SEAL)

Granite Re, Inc.

Kenneth D. Whittington, Attorney-in-Fact (SEAL)



**GRANITE RE, INC.
GENERAL POWER OF ATTORNEY**

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:


KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





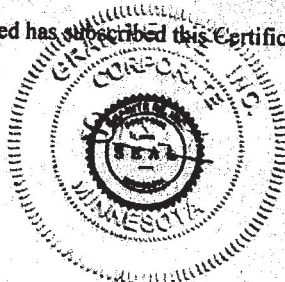
Notary Public


**GRANITE RE, INC.
Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
May 2, 2024.





Kyle P. McDonald, Assistant Secretary



DO NOT PUT THIS PAGE WITH YOUR BID — COMPLETE AND FAX OR EMAIL BACK TO GRANITE RE, INC.

Bid Bond Results Form

Rino Excavating LLC
2208 West 700 South
Springville, UT 84663

Project Owner: Mapleton City Corporation
125 W 400 N
Mapleton, UT 84664

Bid Date: 05/02/2024

Bid Reference: US 89 Pressurized Irrigation Pipeline

Approximate Bid Amount: \$2,000,000.00

****** IMPORTANT **** If your bid is over 10% of your estimate, you MUST call us for approval.**

PLEASE LIST THE FIRST THREE BIDDERS IF KNOWN

	Contractor's Name	Amount
Low	_____	\$ _____
2 nd	_____	\$ _____
3 rd	_____	\$ _____
Your Bid if Not Listed Above	\$ _____	\$ _____

Comments: _____

By: _____ Date: _____

PLEASE RETURN THIS TO GRANITE RE, INC. BY FAX OR EMAIL AS SOON AS POSSIBLE.

14001 Quailbrook Drive | Oklahoma City, Oklahoma | granitere.com
405.752.2600 | 800.440.5953 | Fax: 405.749.6800

Not licensed in all states. | Granite Re, Inc. conducts business in California as Granite Surety Insurance Company | © 2022 Granite Re, Inc.

STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE Rino Excavating LLC 2208 W 700 S SPRINGVILLE UT 84663		REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S) 10516647-5501 Contractor With LRF E100 DBAs: None Associated
EFFECTIVE 09/13/2017	EXPIRATION 11/30/2025	

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

RINO EXCAVATING LLC
 2208 W 700 S
 SPRINGVILLE UT 84663

Please visit our web site at www.dopl.utah.gov should you have any questions in the future.

STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF PROFESSIONAL LICENSING ACTIVE LICENSE		
EFFECTIVE DATE:	09/13/2017	
EXPIRATION DATE:	11/30/2025	
ISSUED TO:	Rino Excavating LLC 2208 W 700 S SPRINGVILLE UT 84663	
REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)		
10516647-5501	Contractor With LRF	DBAs: None Associated
E100		

Article 3 - Qualifications

3.01B 1.

Min 15,000 12" or bigger pipe	
Job Names	Footage of pipe
Salem Fields (Salem Utah)	11387
Silver Oaks	1029
Maple Heights	14768

3.01B 2.

Job with atleast 2000' in UDOT Right of way	
Job name	Footage or Pipe
Maple Heights	3000

3.01B 3.

Maple Heights Richard Boggess
Richard Boggess
Mountainville Development
801-404-0404
Salem Fields
Corey Mac
Flag Ship
Silver Oaks
Brian Schnell
Fig Development
503-572-0467

MAPLETON CITY

US 89 PRESSURIZED IRRIGATION PIPELINE

APRIL - 2024

PROJECT MANUAL



Project Engineer

HANSEN, ALLEN, & LUCE, INC.
Consultants/Engineers
859 West South Jordan Parkway – Ste 200
South Jordan, Utah 84095
(801) 566-5599

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TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE(S)</u>
00 01 01 Inside Cover.....	00 01 01 - 1 to 1
00 01 10 Table of Contents	00 01 10 - 1 to 2

PART 1 - BIDDING REQUIREMENTS

00 11 13 Advertisement for Bids.....	00 11 13 - 1 to 2
00 21 13 Instructions to Bidders	00 21 13 - 1 to 8
00 41 00 Bid Form	00 41 00 - 1 to 6
00 43 13 Bid Bond	00 43 13 - 1 to 2
00 45 13 Contractor's Qualifications and Experience.....	00 45 13 - 1 to 11

PART 2 - CONTRACT FORMS

00 51 00 Notice of Award	00 51 00 - 1 to 2
00 52 00 Agreement	00 52 00 - 1 to 7
00 55 00 Notice to Proceed	00 55 00 - 1 to 1
00 61 00 Performance Bond.....	00 61 00 - 1 to 4
00 61 50 Payment Bond	00 62 50 - 1 to 4
00 62 00 Contractor's Application for Payment	00 62 00 - 1 to 1
00 62 50 Certification of Completion.....	00 62 50 - 1 to 1
00 63 41 Change Order Form.....	00 63 41- 1 to 1
00 63 42 Field Order Form	00 63 42 - 1 to 1

PART 3 - CONTRACT CONDITIONS

00 72 00 General Conditions Cover	00 72 00 - 1 to 79
00 80 00 Supplementary Conditions.....	00 80 00 - 1 to 14
00 80 10 Supplementary General Conditions.....	00 80 10 - 1 to 12

PART 4 - TECHNICAL SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01 11 00 Summary of Work	01 11 00 - 1 to 2
01 14 00 Work Restrictions.....	01 14 00 - 1 to 1
01 22 00 Measurement and Payment.....	01 22 00 -1 to 14
01 30 00 Administrative Requirements.....	01 30 00 - 1 to 4
01 33 00 Submittal Procedures	01 33 00 - 1 to 4
01 42 19 Reference Standards.....	01 42 19 - 1 to 2
01 45 00 Quality Control and Materials Testing	01 45 00 - 1 to 5
01 45 23 Testing Agency Services	01 45 23 - 1 to 3
01 50 00 Temporary Construction Utilities and Environmental Controls	01 50 00 - 1 to 6
01 50 30 Protection of Existing Facilities	01 50 30 - 1 to 6
01 55 26 Traffic Control	01 55 26 - 1 to 2
01 56 00 Dust Control	01 56 00 - 1 to 1
01 60 00 Product Requirements	01 60 00 - 1 to 3

01 71 13	Mobilization.....	01 71 13 - 1 to 2
01 78 50	Project Closeout	01 78 50 - 1 to 9

DIVISION 02 – EXISTING CONDITIONS (NOT USED)

DIVISION 03 – CONCRETE (NOT USED)

DIVISION 04 through 30 - (NOT USED)

DIVISION 31 - EARTH WORK

31 11 00	Clearing, Grubbing, and Stripping	31 11 00 - 1 to 2
31 23 15	Excavation and Backfill for Buried Pipelines.....	31 23 15 - 1 to 9

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 91 13	Restoration	32 91 13 - 1 to 4
----------	-------------------	-------------------

DIVISION 33 - UTILITIES

33 05 05.1	Ductile Iron Fittings for PVC Pipe	33 05 05.1 - 1 to 5
33 05 07	Polyvinyl Chloride (PVC) Pressure Pipe (AWWA C900)	33 05 07 - 1 to 6
33 05 11	High Density Polyethylene (HDPE) Pressure Pipe (AWWA C906)	33 05 11 - 1 to 11
33 05 13	Precast Concrete Manholes and Structures	33 05 13 - 1 to 6
33 05 24	Horizontal Directional Drilling	33 05 24 - 1 to 7
33 12 00	Mechanical Appurtenances	33 12 00 - 1 to 5
33 13 00	Pipeline Testing	33 13 00 - 1 to 3

DIVISIONS 34 through 50 - (NOT USED)

UDOT Standard Specifications Available Here:

[2024 Standards Books - Google Drive](#)

<https://drive.google.com/drive/folders/1UnupxBjh9sDCnRWIW9Yc6X2wyMF5b6Tj>

PART 5 – DRAWINGS

**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

General Notice

Mapleton City (OWNER) is requesting Bids for the construction of the following Project:

**US 89 Pressurized Irrigation Pipeline
437.16.100**

Bids for the construction of the Project will be at Mapleton City Hall 125 West Community Center Way (400 North) until **Thursday, May 2 at 3:00 PM** local time. A public bid opening will be held at City Hall.

The Project includes the following Work:

Installation of 4 segments with a total of approximately 5,400 linear feet of 12-inch PVC pressure irrigation pipeline connecting to the existing system on the east side of United States Highway 89 (US 89). The Work includes installation of fittings, air valve vaults, drain vault, thrust restraints, service connections including several via trenchless installations across US 89. Other construction activities include connections to the existing pressure irrigation system, excavation, backfill, traffic control, and restoration of existing asphalt roadway, landscaped park strips, curb and gutter, pedestrian ramps, asphalt trail, and driveways affected during construction.

Bids are requested for the following Contract: US 89 Pressurized Irrigation Pipeline.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither OWNER nor ENGINEER will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Pre-bid Conference

A **mandatory** pre-bid conference for the Project will be held on **Thursday, April 18 at 10:00 AM** at Mapleton City Public Works 1405 West 1600 North, Mapleton, UT 84664. Attendance at the pre-bid conference is **mandatory**. NOTE: Attendees at the pre-bid meeting may choose to be placed on a list of bidders whose contact information will be shared on the bidding web site.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to Section 00 21 13 - Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

OWNER: Mapleton City
By: Rob Hunter, P.E.
Title: Public Works Director/City Engineer
Date: **April 10, 2024**

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 OWNER is utilizing the Utah State Procurement Place (U3P). All bidding documents, answers to questions, and addenda will be posted at this site. Bidders shall submit their bids through this site.
- 2.04 If Bidder attends the pre-bid meeting they be included on a plan holder list.
- 2.05 Bidding Documents will be provided in PDF (Portable Document Format) (.pdf) on the U3P web site.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Bidder's state or other CONTRACTOR license number, if applicable.
- B. Evidence of experience constructing pipelines for municipalities or districts in the last ten years, as follows:
1. Successful construction of at least three pipeline projects size 12-inch or above totaling a combined minimum of at least 15,000 linear feet.
 2. Successful construction of at least one pipeline totaling a minimum of 2,000 linear feet in a UDOT right of way.
 3. References for listed project experience including name, organization, and phone number.

- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of OWNER and ENGINEER will be present to discuss the Project.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. OWNER will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by OWNER for the use of CONTRACTOR. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by CONTRACTOR.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

- 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to OWNER of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to OWNER relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
- 2. OWNER will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 *Other Site-related Documents*
- A. No other Site-related documents are available.
- 5.04 *Site Visit and Testing by Bidders*
- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas.
 - B. A Site visit is scheduled following the pre-bid conference.
 - C. Bidders visiting the Site are required to arrange their own transportation to the Site.
 - D. The project site is on a state road with public access available at all hours.
 - E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
 - F. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Bidder must obtain approval and/or permits from UDOT before conducting additional examinations in the UDOT right-of-way. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
 - G. Bidder must comply with all applicable Laws and Regulations and/or UDOT requirements regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by OWNER or by property OWNERS or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
 - H. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 5.05 *OWNER's Safety Program*
- A. Site visits and work at the Site may be governed by an OWNER or UDOT safety program. If an OWNER or UDOT safety program exists, it will be noted in the Supplementary Conditions.
- 5.06 *Other Work at the Site*
- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which OWNER is aware (if any) that is to be performed at the Site by OWNER or others (such as utilities and other prime CONTRACTORS) and relates to the Work contemplated by these Bidding

Documents. If OWNER is party to a written contract for such other work, then on request, OWNER will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as CONTRACTOR) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 OWNER on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to ENGINEER in writing through the bidding web site.
- 7.03 Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of **five** percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until OWNER awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, OWNER may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of OWNER’s damages in the case of a damages-form bond. Such forfeiture will be OWNER’s exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of 7 days after the

Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that OWNER believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows CONTRACTOR to request that ENGINEER authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by ENGINEER until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the CONTRACTOR will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

Not used.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. Bids shall be submitted through the web site on which the bid documents were made available.
- 12.02 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.03 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.

- 12.04 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.05 A Bid by an individual must show the Bidder's name and official address.
- 12.06 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.07 All names must be printed in ink below the signatures.
- 12.08 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.09 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.10 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which OWNER or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by OWNER for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 Hard copies of completed Bidding Documents shall be submitted to the Mapleton City Recorder at Mapleton City Offices (125 W 400 N) no later than 3:00 pm on Thursday, May 2, 2024.
- 14.02 A Bid must be received no later than the date and time prescribed through the bidding web site.
- 14.03 The web site will not allow late bids to be submitted.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER

that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 Submitted bids will be opened at Mapleton City Offices (125 W 400 N) at 3:00 pm, Thursday May 2, 2024. Bidders are welcome to attend. Bid results will be announced at the meeting, and afterwards posted to the U3P website.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 OWNER will reject the Bid of any Bidder that OWNER finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to OWNER or ENGINEER, then OWNER will reject the Bid as nonresponsive.

18.04 If OWNER awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, OWNER will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

18.06 In evaluating whether a Bidder is responsible, OWNER will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and

Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When OWNER issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to OWNER. Within 10 days thereafter, OWNER will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

- END OF SECTION -

SECTION 00 41 00
BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Mapleton City Public Works located at 1405 W 1600 N, Mapleton, UT 84664
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security (Section 00 43 13);
 - B. List of Proposed Subcontractors and Suppliers (Section 00 45 16);
 - C. Evidence of authority to do business in the state of the Project;
 - D. CONTRACTOR's license number as evidence of Bidder's State Contractor's License
 - E. Required Bidder Qualification Statement with supporting data (Section 00 45 13); and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
 - A. Bidder will perform the following Work at the indicated unit prices on the following page.
 - B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover CONTRACTOR's overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

BASE BID SCHEDULE					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1		\$
2	Prepare and Implement Storm Water Pollution Prevention Plan	LS	1		\$
3	Traffic Control	LS	1		\$
4	Tree Removal (Sta 54+16 to Sta 59+51)	LS	1		\$
5	12-inch PVC PI Pipeline (Sta 0+00 to Sta 14+82.41) Including QA & Testing	LF	1,483	\$	\$
6	12-inch PVC PI Pipeline (Sta 20+21.61 to Sta 47+34.45) Including QA & Testing	LF	2,713	\$	\$
7	12-inch PVC PI Pipeline (Sta 54+16.47 to Sta 59+28.07) Including QA & Testing	LF	512	\$	\$
8	Removal of Unsuitable Material (Sta 54+16.47 to Sta 59+28.07)	LF	512	\$	\$
9	12-inch PVC PI Pipeline (Sta 64+37.56 to Sta 73+83.55) Including QA & Testing	LF	947	\$	\$
10	Removal of Unsuitable Material (Sta 64+37.56 to Sta 73+84.55)	LF	947	\$	\$
11	8-inch Gate Valves	EA	3	\$	\$
12	12-inch Gate Valves	EA	8	\$	\$
13	PI Service Connections (Short/Open Cut)	EA	15	\$	\$
14	PI Service Connections (Long/Horizontal Directional Drill)	EA	4	\$	\$
15	8-inch PI Stub with Cap and Thrust Block (Sta 7+00.78 and Sta 13+56.37)	EA	2	\$	\$
16	Potholing at 2400 South	LS	1		\$
17	Potholing at Park Meadows Drive	LS	1		\$
18	Park Meadows Drive Connection to Existing 8-inch PI (Sta 38+03.41), Connect to Existing 8-inch PI (Sta 38+03.41), and Install 8-inch PI in Existing Casing (Sta 38+24.76).	LS	1		\$
19	Connections at Stations 0+00.00, 13+56.37, 14+82.41, 20+21.61, 54+16.47, 59+50.96, and 67+37.56.	EA	7	\$	\$
20	800 South Connection to Existing 12-inch PI (Sta 73+83.55) per Detail C on Drawing C-1.	LS	1		\$
21	1600 South Connection Sta 47+34.45 (Night time Work)	LS	1		\$
22	Loop Existing Water Service	EA	8	\$	\$
23	Install Air Valve and Vault	EA	2	\$	\$
24	PI Pipeline Drain	LS	1		\$
25	Restoration of Unpaved Shoulder (plan quantity)	SY	3,300	\$	\$
26	Restoration of Asphalt Roadway	SY	1,775	\$	\$
27	Restoration of Asphalt Trail	LF	340	\$	\$
28	Asphalt Mill and Overlay	SY	1,500	\$	\$
29	Repair/Replace Asphalt Drive Access	EA	15	\$	\$

30	Repair/Replace Concrete Drive Access	EA	2	\$	\$
31	Repair/Replace Gravel Drive Access	EA	3	\$	\$
32	Restoration from 1600 South to 800 South	LS	1		\$
33	Remove and Replace Curb and Gutter	LF	30	\$	\$
34	Remove and Replace Pedestrian Ramp at Sta 73+45	EA	1	\$	\$
35	Sign Restoration	EA	2	\$	\$
Total of All Unit Price Bid Items					\$

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 5.02 *Instructions to Bidders*
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum #1	04/26/2024

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder’s Representations*
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating

to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as CONTRACTOR; and (c) Bidder's (CONTRACTOR's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:

- a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of OWNER, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition.
- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Rino Excavating

(typed or printed name of organization)

By:

[Signature]

(individual's signature)

Name:

Cole Carter

(typed or printed)

Title:

Owner

(typed or printed)

Date:

5/1/2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

Cole Carter

(typed or printed)

Title:

Owner

(typed or printed)

Phone:

801-717-6393

Email:

coletcar10@gmail.com

Address:

2208 West 700 South Springville 84663

Bidder's CONTRACTOR License No.: (if applicable)

10516647-5501

- END OF SECTION

**SECTION 00 43 13
BID BOND**

Bidder Name: [Full formal name of Bidder] Address (principal place of business): [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address (principal place of business): [Address of Surety's principal place of business]
Owner Name: Mapleton City Address: 1405 W 1600 N, Mapleton, UT 84664	Bid Project: US 89 PRESSURIZED IRRIGATION PIPELINE Mapleton City Bid Due Date: April 30, 2024, 3:00 PM
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
<i>(Full formal name of Bidder)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

- Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

- END OF SECTION -

**SECTION 00 45 13
CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE**

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Rino Excavating	
Corporate Office			
Name:	Cole Carter	Phone number:	801-717-6393
Title:	owner	Email address:	colecarter10@gmail.com
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:		2208 W 700 S	
		Springville UT 84664	

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—SAFETY

3.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	
Safety Certifications	

Certification Name	Issuing Agency	Expiration

3.02 Provide Worker's Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 4—SURETY INFORMATION

4.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 5—INSURANCE

5.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 6—CONSTRUCTION EXPERIENCE

6.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	55
Estimate of revenue for the current year:	42M 58 M
Estimate of revenue for the previous year:	42 M

6.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:	10	As a joint venturer:	N/A
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03: Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

<p>Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Provide full details in a separate attachment if the response to any of these questions is Yes.</p>

- 6.03 List all projects currently under contract in Schedule A and provide indicated information.
- 6.04 List the required projects as identified in Section 00 21 13 – Instructions to Bidders, paragraph 3.01.B in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.
- 6.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 7—REQUIRED ATTACHMENTS

- 7.01 Provide the following information with the Statement of Qualifications:
 - A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
 - B. Certification of Business’s safety performance if required by Paragraph 3.02.
 - C. Attachments providing additional information as required by Paragraph 6.02.
 - D. Schedule A (Current Projects) as required by Paragraph 6.03.
 - E. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 6.04.
 - F. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 6.05.
 - G. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Rino Excavating
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Name: Cole Carter
(typed or printed)

Title: owner
(typed or printed)

Date: 5/1/2024
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Project	Silver Oak		Project	Silver Oak	
General Description of Project	188 Lot subdivision				
Project Cost	8 Million		Date Project	5/1	
Key Project	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Math Holley	Zac Vincent	Cole Carter	Matt Holley	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Brian Schnell	Owner Rep	Fig	503-572-0467	Brian@figdev.com
Designer	Atlas	Engineer	Atlas	801-755-0566	South@atlasengineering.com
Construction					

Project Owner	Flag Ship		Project	Salem Fields	
General Description of Project	100 Lot Subdivision				
Project Cost	12 Million		Date Project	5/1	
Key Project	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Tyler Brown	Zac Vincent	Cole Carter	Katie Carter	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Flagship	owner	Flagship	801-766-4442	Wanda@flagship.com
Designer	LET	Engineer	LET	801-748-1885	wanda.office@let-eng.com
Construction	Corey MacMurdo	owner's Rep	Flagship	801-652-8561	corey@flagship.com

Project Owner	Sailsbury		Project	T	
General Description of Project	30 Lot				
Project Cost	3 Million		Date Project		
Key Project	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name	Cole Carter	Daryk Smith	Cole Carter	@ Matt Holley	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner	Rick Sailsbury	owner	Sailsbury	-	rick@sailsburyhome.com
Designer	Shawn	Engineer	Region	801-376-2249	Region@desnille.com
Construction	Troy Riding	Op	Sailsbury	801-358-3124	-

Schedule B—Previous Experience with Similar Projects

Project Owner	Salmon Fields (see schedule A for info)		Project	
General Description of	Flagship			
Project Cost		Date Project		
Key Project	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner				
Designer				
Construction				

Project Owner	Fig Development (see schedule A for info)		Project	
General Description of				
Project Cost		Date Project		
Key Project	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner				
Designer				
Construction				

Project Owner	Mountainville Dev		Project	Maple Heights
General Description of	offsite utilities/subdivisions			
Project Cost	Several Phases several Million Est		Date Project	
Key Project	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Cole Carter	Zac	Cole	Tyler Brown
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)				
	Name	Title/Position	Organization	Telephone
Owner	Bart	Owner	Mountainville	801-916-4900
Designer	Nate	Engineer	Reynolds	801-456-8000
Construction	Richard	Op	Mountainville	801-4040404

Schedule B—Previous Experience with Similar Projects *See Previous Page*

Name of					
Project Owner				Project	
General Description of					
Project Cost				Date Project	
Key Project	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction					

Project Owner				Project	
General Description of					
Project Cost				Date Project	
Key Project	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction					

Project Owner				Project	
General Description of					
Project Cost				Date Project	
Key Project	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction					

Schedule C—Key Individuals

Project Manager			
Name of individual		Cole Carter	
Years of experience as project manager		8 yrs	
Years of experience with this organization		5 yrs	
Number of similar projects as project manager		10 Plus	
Number of similar projects in other positions		50 Plus	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Silver oak		10%	Aug 2024
The Hills		10%	Mid Sept 2024
Broad Hollow		10%	July 2024
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Dave Scantl	Name	Troy
Title/Position	owner	Title/Position	owner
Organization	Arrive	Organization	Stillsbury
Telephone	801 936 3775	Telephone	801-358-3124
Email	dave@arrivehomes.com	Email	Troy@stillsburyhomes.com
Project	Broad Hollow	Project	The Hills
Candidate's role on project	owner	Candidate's role on project	owners rep
Project Superintendent			
Name of individual		Zac Vincent	
Years of experience as project superintendent		5 Plus	
Years of experience with this organization		5 Plus	
Number of similar projects as project superintendent		15	
Number of similar projects in other positions		80	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See list from PM above			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
See list above			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual		Cole Carter	
Years of experience as project manager		5 yrs	
Years of experience with this organization		5 yrs	
Number of similar projects as project manager		10+	
Number of similar projects in other positions		50+	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
See Previous page			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	See Previous Page	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager Same as Pkty Project Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	See Previous Page	Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

- END OF SECTION -

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