



Section 00 22 00 – Advertisement for Bids

ADVERTISEMENT FOR BIDS

Owner: Payson City
Address: 439 West Utah Avenue
Payson, UT 84651

Payson City is seeking qualified contractors to complete the **DRY CREEK TRAIL RECONSTRUCTION** project. Bids are to be submitted electronically on the Utah Public Procurement Place (U3P) website, utah.bonfirehub.com, no later than **2:00 pm (MST), Thursday, February 6, 2025**.

To submit bid, include all bidding documents listed, electronically on Bonfire, the U3P website. Bids will not be accepted in person. Bids received after the deadline will not be accepted. As part of the bid, submit a bid bond in the amount of 5% of the total bid. There will not be a Pre-Bid Meeting.

Location of the work is shown on the accompanying map in Payson, UT 84651. The principal items of work in the Dry Creek Trail Reconstruction project are as follows:

Furnish all labor, equipment and materials required to remove asphalt pavement, install asphalt pavement and road base, and shoulder work on the side of the trail. All work to be done according to plans, Payson City, and APWA Standards and Specifications. The project will replace approximately 0.48 miles of existing asphalt trail that has deteriorated in the locations shown on the accompanying maps. If possible, Payson City would like to do more than the 0.48 miles of trail shown. The same unit costs listed in the bid will be used to go farther if possible.

THE WORK IS TO BE COMPLETED NO LATER THAN OCTOBER 1, 2025.

Procure drawings on Bonfire. All updates, including addendums and answers to inquiries will be made on Bonfire. All questions **MUST** be asked on Bonfire. The Contractor is responsible for getting all the updates from Bonfire before bidding the project.

Payson City Corporation reserves the right to accept or reject any or all proposals, or any part of any proposal, including the right to waive informalities in any part of any proposal within the best interest for Payson City.

Date: January 14, 2025



Section 00 22 13 – Contractor Award and Execution

CONTRACT AWARD AND EXECUTION

PART 1 GENERAL

1.1 SECTION INCLUDES

Information on the bid and award process the City follows.

1.2 CONSIDERATION

- A. All bids to be submitted in person. The City will open bids in person. The summation of the products of the quantities and the unit bid prices in the bid are the basis for comparison.
 - 1. The results of the comparisons are available to the public after completion.
 - 2. The unit bid prices govern if a discrepancy exists between unit bid prices and extensions.
- B. Any bid or proposal can be rejected for any or no reason.
- C. A bid can be withdrawn after bid opening by:
 - 1. Submitting to the Engineer a notarized affidavit within 24 hours after bid opening declaring a clerical or mathematical error in bid preparation.
 - 2. Submitting accompanying declaration with original work sheets used in bid preparation.
 - 3. Describing specific errors in detail.
 - 4. Verifying that an error has a significant monetary effect in the amount of 3 percent of the bid or greater.
- D. No bids are withdrawn for judgmental errors.

1.3 CONTRACT AWARD

- A. The City awards the contract to the lowest responsive and responsible bidder within 30 calendar days.
- B. The City may withhold award beyond the 30 calendar days with the approval of the successful bidder.
- C. The bidder may withdraw the proposal without liability if the award is not made within 30 calendar days.
- D. The City notifies the successful bidder by letter mailed to the address shown on the proposal that the bid has been accepted and the contract has been awarded.

1.4 CANCELING THE AWARD

- A. The City reserves the right to cancel the award of any contract before execution without liability.



Section 00 22 13 – Contractor Award and Execution

1.5 RETURNING PROPOSAL GUARANTY

- A. Proposal guaranties are returned after satisfactory contract bonds and all insurances have been furnished and the contract has been executed.
- B. A bidder is not released from the bidding obligation because of an alleged error in the preparation of the proposal unless the City returns the proposal guaranty.

1.6 CONTRACT BONDS

- A. All Surety companies must be authorized to do business in the State of Utah. Underwriting Limitation is stated in the United States Department of Treasury Circular 5T0; Surety Companies Acceptable on Federal Bonds. Only companies listed in the Department of Treasury Circular 5T0 are acceptable.
- B. Return executed forms to the City as required by the Utah Procurement Code.
 - 1. **Payment Bond** secures the payment of the claims of laborers, mechanics or material person employed on the work under the contract.
 - 2. **Performance Bond** guarantees the faithful performance of the contract.
- C. Submit bonds equal to 100 percent of the contract amount.
- D. As an alternate contract bond, furnish a cash bond of two cashier's checks, each in the amount of Contractor's bid amount.
 - 1. The City holds the cash bond and uses it when needed for correction of any non-performance or non-payment.
 - 2. The City returns to the Contractor one half of the cash bond minus any cost against the bond upon release by the Engineer for satisfactory completion of the work.
 - 3. The City releases the remaining cash bond if no payment claims have arisen within 90 calendar days after release by the Engineer.
 - 4. The City holds the cash bond until the non-performance and non-payment issues are resolved. Contractor accrues no liability during this time.
 - 5. The City decides the need for withholding the cash bond.

1.7 EXECUTING AND APPROVING THE CONTRACT

- A. Return the signed contract, properly executed contract bonds, and all required insurances to the City within 10 calendar days after notice of award.
 - 1. The bidder can withdraw the proposal without penalty if the City does not execute the contract within 30 calendar days after receiving signed contracts and bonds and insurances.
 - 2. The contract is not considered in effect until executed by all parties.



Section 00 22 13 – Contractor Award and Execution

1.8 MATERIALS GUARANTY

- A. Furnish a complete statement of the origin, composition, and manufacturer of material proposed for use in the construction.
 - 1. Furnish samples to be tested for meeting the contract.
- B. At the City request, furnish a written guaranty covering certain items of work for varying periods of time from the date of acceptance of the contract.
 - 1. Use contract form and guarantee and time limits specified by the City.
 - 2. Sign and deliver the guaranty to the Engineer before acceptance of the contract.
 - 3. Upon completion of the contract, the required performance bond may be reduced to conform to the total amount of the contract bid prices for the items of work to be guaranteed. This amount continues in full force and effect for the duration of the guaranty period. Refer to this Section, article 1.6.

1.9 FAILURE TO EXECUTE CONTRACT

- A. The City can cancel the notice of award and keep the proposal guaranty if the successful bidder does not execute the contract and file acceptable bonds and insurance certificates evidencing coverage within **10 calendar days** after the date of the Notice of Award.
- B. The City may then award the contract to the next lowest responsible bidder or may re-advertise the work.

1.10 BID DOCUMENTATION

- A. Submit a bid electronically on Bonfire, the U3P site, by **2:00pm (MST), Thursday, February 6, 2025**.
 - 1. Submit bid documents electronically.
 - 2. Use the required bid form. Fully complete the bid form, filling in all blank spaces for bid prices, in ink or typewritten. Submit only one form.

1.11 BID VALIDITY

- A. The CITY may waive any informalities or minor defects or reject any and all bids.
 - 1. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.
 - 2. Bids received after the time and date specified shall not be considered.
 - 3. Any bids not submitted in person will not be accepted.
 - 4. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the CITY and the BIDDER.
 - 5. Failure to provide bid documentation renders the bid non-responsive.



Section 00 22 13 – Contractor Award and Execution

6. The CITY will make every reasonable effort to ensure the confidentiality of bid documentation to the extent allowed by the Governmental Records Access and Management Act, Title 63, Title 2, Utah Code Annotated.

END OF SECTION



Section 00 22 16 – Information Required of Bidder

INFORMATION REQUIRED OF BIDDER

Provide the following information. Failure to comply with this requirement will render the BID non-responsive and cause its rejection. Additional sheets shall be attached as required.

- (1) Contractor's Name and Address:

- (2) Contractor's Telephone Number:

Email Address:

- (3) Contractor's license:

Primary Classification:

State License No.:

Supplemental Classifications (if any):

- (4) Years as a Contractor in Work of this Type:

- (5) Names and Titles of all Officers of Contractor's Firm:

- (6) Name of Person who inspected Site of Proposed Work for your Firm:

Name:

Date:

NOTE: The following information shall be PROVIDED AS SEPARATE ATTACHMENTS AND SHALL BE SUBMITTED WITH BID.



Section 00 22 16 – Information Required of Bidder

- (7) A copy of the Measurement and Payment signed by the company's authorized representative stating they read and understand the bid items with inclusive work.
- (8) Name and telephone number of Surety Company and agent who will provide the required bonds on the contract:

Name: _____ Telephone: _____
- (9) Individual experience resume of person who will be designated Chief Construction Superintendent.
- (10) List of subcontractors and major suppliers anticipated to be utilized during the contract.
- (11) The bidder must demonstrate the ability to perform at least fifty (50) percent of the work without subcontracting. Information on the bidder's ability to staff the project, both in the field and in the office, and the bidder's ability to directly supply major construction equipment to the project shall be submitted for review with the bidder's proposal.
- (12) List of completed projects similar in nature to this project, including a reference list of at least two construction contracts completed by the Contractor during the last four (4) years involving work of similar type and complexity, and the most recently completed project. The list shall include the following information for each project as a minimum:
 - a. Name of Project
 - b. Name, address and telephone number of Owner
 - c. Name, address and telephone number of Project Engineer
 - d. Contract Amount
 - e. Date of Completion of Contract
 - f. Brief description of the work involved, size, length, etc.
 - g. Number of Change Orders
 - h. Amount of Changes
- (13) Upon request, a notarized and verified financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of contractor's current financial condition.
- (14) Provide a detailed Project Schedule.
- (15) Provide a detailed Traffic Control Plan according to the latest MUTCD requirements.

END OF SECTION

PAYSON
UTAH
Section 00 41 00 – Scope of Work

SCOPE OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

Identification and summary description of the Work, location, products furnished by Owner, activities by others, coordination, and early occupancy by Owner.

1.2 RELATED SECTIONS

A. Section 00 72 00 – General Conditions

1.3 CONTRACT INTENT

A. The contract states the roles and obligations of the City and Contractor regarding the construction, execution, and completion of the project.

1.4 PROJECT SCOPE AND OBJECTIVES

A. The Project Scope and Requirements are:

1. Furnish all labor, equipment and materials required to remove asphalt pavement, install asphalt pavement and road base, and shoulder work on the side of the trail. All work to be done according to plans, Payson City, and APWA Standards and Specifications.
2. Provide all resources and incidentals to complete the project on time (City Schedule). Project deadline is October 1, 2025.
3. To abide by all requirements of this contract.

B. Except as specifically noted otherwise, provide and pay for:

1. Insurance and bonds.
2. Labor, materials, and equipment
3. Tools, equipment, and machinery required for construction.
4. Utilities required for construction.
5. Temporary facilities including sheeting and shoring.
6. Traffic Control and Dust Control measures.
7. Other facilities and services necessary for proper execution and completion of the Work.

C. Secure and Pay for all permits including County and OSHA excavation permits, government fees and licenses. Payson City will waive the fee on all City Permits required.

1.5 PROJECT LOCATION

A. The project is located at two locations along the Dry Creek Trail in Payson, Utah. See accompanying maps.

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Section 00 41 00 – Scope of Work

1.6 LIMITATION OF OPERATIONS

- A. Minimize interference with daily operation of the golf course during performance of the work.
- B. Do not perform any work without written approval except for repairing or servicing equipment, protecting work, maintaining or curing concrete, and maintaining traffic on Sundays or holidays.
- C. Night work:
 - 1. Night work may be allowed with written approval of the Public Works Director.
- D. Perform work between the hours of 7 am and 6 pm, unless otherwise approved by the Public Works Director in writing.
- E. Maintain ingress and egress access, providing certified flaggers when closing lanes or when required by Public Works Director or provide alternate plan for traffic movement through or around the work zone.
- F. Do not block any access along the project for more than 20 minutes without approval or authorization by the owner and the Public Works Director.

1.7 ACTIVITIES BY OTHERS

- A. Coordinate all work on the project with utility companies and/or other entities that may need to perform work within the project limits.
- B. Schedule work with owners and/or utility companies.

1.8 PARTNERING

- A. The City encourages partnership between the City, the Contractor, and the subcontractors. This partnership uses the strengths of each organization to identify and achieve mutual goals.

1.9 CONTRACTOR PROPOSALS FOR VALUE ENGINEERING

- A. The Contractor and the City equally share the savings resulting from a Value Engineering Change Proposal (VECP) offered by the Contractor and approved by the City.
- B. The City considers VECPs that may potentially result in savings and preserve essential functions and characteristics of the facility, including, but not limited to service life, economy of operation, ease of maintenance, desired capacity, and safety.
- C. Base contract bid prices on specified work rather than on VECPs subject to City approval. Complete the contract as bid if a VECP is rejected.
- D. Submitting Proposals:



Section 00 41 00 – Scope of Work

1. Submit the following materials and information with each proposal:
 - a. A statement that the submission is a VECP.
 - b. A description of the existing work and the proposed changes for performing the work. Discuss the comparative advantages and disadvantages of each.
 - c. A complete set of plans and specifications showing proposed revisions to the original contract.
 - d. A detailed cost estimate for performing the work under the existing contract and under the VECP.
 - e. A time frame within which the City must make a decision.
 - f. A statement of the probable effect the VECP will have on the contract completion time.
 - g. A description of any previous use or tests of the proposal, conditions, result, dates, project numbers, and the City's action on the VECP if previously submitted.
 2. The City determines and notifies the Contractor within five working days when there is insufficient review time for a response.
 3. The City may consider a non-compensable delay adjustment to the contract based on the additional review time necessary and its effect on the Contractor's schedule.
 4. The Contractor has no claim against the City for compensable or non-compensable delay if the City fails to respond within the time indicated in this article when additional information requested from the Contractor is necessary to complete the review.
- E. Requirements:
1. VECPs apply only to the current contract and become property of the City regardless of their approval.
 2. The City only considers VECPs that meet the following conditions:
 - a. Impose no restrictions on use or disclosure.
 - b. The City may duplicate or disclose any data necessary to use the VECP.
 - c. The City may apply a proposal for general use on other contracts it administers without obligation to the Contractor.
 - d. This provision does not deny rights provided by law with respect to patented materials or processes.
 3. Use only proven features that have been employed under similar conditions or projects acceptable to the City.
- F. The City decides whether or not to consider a VECP. The City may reject a VECP that requires excessive review, evaluation or investigation, or that is inconsistent with project design policies or criteria. The City rejects VECPs that:
1. Provide equivalent options to those already in the contract.
 2. Contain revisions the City is already considering or has approved for the contract.
 3. Do not generate sufficient savings.
 4. Do not provide additional information as requested by the City, including requests for field investigation results and surveys, design computations, and field change sheet for proposed design changes.
 5. Relate to pavement section thickness or type.



Section 00 41 00 – Scope of Work

- G. The Contractor has no claim to additional costs or delays including development costs, loss of anticipated profits, or increased material or labor costs if the VECP is rejected.
- H. The Engineer rejects unsatisfactory work resulting from an approved VECP.
 - 1. Remove rejected work and reconstruct under the original contract provisions without reimbursement for the work performed under the VECP or for its removal.
 - 2. Reimbursement for approved modifications to the VECP to adjust to field or other conditions is limited to the total amount payable for the work under the contract bid prices.
 - 3. Rejection or limitation of reimbursement is not basis for any claim against the City.
- I. The City does not consider savings generated by contingency items when it is reduced as part of a VECP unless it can be tied to a reduction in contract time.
- J. The City pays by change order for VECPs approved in whole or in part.
 - 1. The contract incorporates changes in quantities of unit bid items or new agreed price items, as appropriate.
 - 2. The City pays for the revised work directly and pays the Contractor 50 percent of the savings between cost of the revised work and the original bid price.
 - 3. The City does not reimburse costs to develop, design, and implement the VECP.
 - 4. Only the Contractor may submit VECPs and be reimbursed for savings. The Contractor may submit VECPs for an approved subcontractor.

1.10 USE OF ON-SITE MATERIALS

- A. Obtain approval before using excavated materials found on the work site that are suitable for completing other bid items of work. The City pays for the quantity of excavated materials at the contract unit price for roadway excavation and under the pay item for which the material is used.
 - 1. The City does not charge for the materials used.
 - 2. Obtain written approval before excavating material outside trench limits.
- B. Replace excavated material used for completing other bid items of work with acceptable material at no additional cost to the City.
- C. Unless otherwise specified in the contract, salvageable material is the property of the Contractor.

1.11 CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. Maintain and protect the work included in the contract against injury or damage from all causes whether or not related to performing the work until project final acceptance.
- B. Rebuild, repair, restore, and make good all losses, injuries, or damage to any portion of the work under the control of the Contractor at no additional cost to the City before receiving final acceptance.

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Section 00 41 00 – Scope of Work

1. Items not under the Contractor's control include, but are not limited to, acts of God, acts of public enemies, acts of governmental authorities, fires, floods, unusually severe weather, damage caused by third party errant vehicles, and vandalism.
- C. Maintain regular utilities access and delivery and mail service to the residents affected by the project.
- D. When Work is suspended for any cause:
 1. Protect the Project from damage.
 2. Provide for normal drainage.
 3. Erect any necessary temporary structures, signs, or other facilities.
 4. Maintain all newly established plantings, seeding, and sodding and protect new tree growth and other designated vegetative growth in an acceptable condition.

1.12 TRAFFIC CONTROL PLAN

- A. Provide a Traffic Control Plan according to the latest MUTCD requirements as needed.

END OF SECTION



Section 00 43 00 – Bid, Bid Schedule, Measurement and Payment

BID, BID SCHEDULE, MEASUREMENT AND PAYMENT

Date _____

Proposal of _____ (hereinafter called "BIDDER", organized and existing under the laws of the State of Utah, doing business as _____ to Payson City (hereinafter called "CITY") (a corporation / a partnership / an individual)

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of the **Dry Creek Trail Reconstruction** project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER acknowledges receipt of the following ADDENDUM(S):

BIDDER acknowledges having reviewed project's specifications

(Initial)

The BIDDER agrees to perform all the work described in the specifications and shown on the plans for the following UNIT PRICE BID (Figures are to be typewritten or clearly and legibly printed in ink.)

The BIDDER agrees that this BID shall be good and may not be withdrawn for 60 calendar days as stated in the specifications after the scheduled closing time for receiving bids.

The BID unit prices shall include all labor, materials, mobilization, rentals, bailing, shoring, removal, overhead, profit, insurance, sales tax, other applicable taxes and fees, etc., to cover the finished work of the several kinds called for.

Upon receipt of written notice of award of this BID, BIDDER will execute the formal contract and deliver a Surety Bond or Bonds as required by Section 00 22 13 Contract Award and Execution, within 10 calendar days.

The bid security amounting to five (5) percent of the bid is hereby attached in the sum of (\$_____) and is to become the property of the OWNER in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the OWNER caused thereby.

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Section 00 43 00 – Bid, Bid Schedule, Measurement and Payment

BID SCHEDULE

For a responsive BID, write in UNIT PRICE for each item. The SUM of the Unit Cost will be used for the selection of the LOW BIDDER.

Bid Item	Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS		
2	Remove and Dispose Ex Asphalt Pavement	25,500	SF		
3	Furnish and Install 6" Thick Road Base	25,500	SF		
4	Furnish and Install 3" Thick HMA Pavement	25,500	SF		
5	Furnish and Install Tree Root Barrier	5,280	LF		
TOTAL BID				\$	

TOTAL BID (Words) \$ _____

MEASUREMENT AND PAYMENT

Bid Item	Description	Unit	Specifications
1	Mobilization	LS	APWA 01 71 13
	- The LUMP SUM (LS) cost of this item includes all work and materials required to mobilize all personnel and equipment to and from the project location and to keep equipment and materials in proper working order for the duration of the project. - Fee is payable according to the following: - 20% on First Pay Request - 30% upon 50% completion of Project - 25% upon 75% completion of Project - 15% after Substantial Completion - 10% on Final Pay Request		

Bid Item	Description	Unit	Specifications
2	Remove and Dispose Ex Asphalt Pavement	SF	APWA 32 01 16.71
	- Contractor to provide all labor, equipment, and materials required to remove existing asphalt pavement and dispose of the existing pavement in accordance with the Construction Documents, Standards, Specifications, and current acceptable methods of construction. - Disposal at the Payson City Landfill is permitted at no cost. - The cost of this item is payable based on the plan quantity SQUARE FEET (SF) of asphalt removed.		



Section 00 43 00 – Bid, Bid Schedule, Measurement and Payment

Bid Item	Description	Unit	Specifications
3	Furnish and Install 6” Thick Road Base	SF	APWA 32 11 23
	• Contractor to provide all labor, equipment, and materials required to install a 6” thick layer of Road Base in accordance with the Construction Documents, Standards, Specifications, and current acceptable methods of construction. • The cost of this item is payable based on the plan quantity SQUARE FEET (SF) of 6” thick road base installed and inspected. • Disposal of excavated material, compaction, testing, and all other appurtenant labor and materials required to complete road base installation is included in this Bid Item. • Disposal at the Payson City Landfill is permitted at no cost.		

Bid Item	Description	Unit	Specifications
4	Furnish and Install 3” Thick HMA Pavement	SF	APWA 32 12 16
	• Contractor to provide all labor and materials required to install 3” thick hot-mix asphalt pavement in accordance with the Construction Documents, Standards, Specifications, and current acceptable methods of construction. • Asphalt pavement to be 1/2” Superpave PG 58-28 or better. Maximum 15% RAP. • The cost of this item is payable based on the plan quantity SQUARE FEET (SF) of asphalt pavement installed and inspected. Overrun of this item must be approved in writing prior to performing the work. • Hot-mix asphalt (HMA), compaction, testing, tack coat, and all other appurtenant labor and materials required to complete installation of asphalt pavement is included in this Bid Item.		

Bid Item	Description	Unit	Specifications
5	Furnish and Install Tree Root Barrier	LF	
	• Contractor to provide all labor, equipment, and materials required to install Tree Root Barrier along both sides of the improved trail in accordance with the Construction Documents, Standards, Specifications, and current acceptable methods of construction. • Root barrier to be a minimum of 24" deep • The cost of this item is payable based on the plan quantity LINEAR FEET (LF) of tree root barrier installed and inspected. • Stakes, tape, hardware, and all other appurtenant labor and materials required to complete tree root barrier installation is included in this Bid Item.		



Section 00 43 00 – Bid, Bid Schedule, Measurement and Payment

I _____ of _____ hereby certify I have read and understand all Measurement and Payment Items, their description and inclusions.

Signature

Print Name and Title of Signer and his/her Authorization

END OF SECTION

PAYSON
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Section 00 50 00 – Agreement

AGREEMENT

THIS AGREEMENT, is executed in duplicate this _____ day of _____ by and between PAYSON CITY, a municipal corporation and political subdivision of the State of Utah, with its principal offices located at 439 West Utah Avenue Street, Payson, Utah 84651 (hereinafter referred to as the "CITY"), and _____, a _____, with its principal offices located at _____ (hereinafter referred to as "CONTRACTOR").

RECITALS

WHEREAS the CITY has set forth specifications and criteria for the construction of **DRY CREEK TRAIL RECONSTRUCTION** project, which shall hereinafter be referred to as the "PROJECT"; and

WHEREAS the CITY has solicited bids for the construction of the PROJECT pursuant to City ordinances and State statutes; and

WHEREAS the CITY has accepted CONTRACTOR's bid to construct the PROJECT in conformance with all CITY requirements.

COVENANTS

NOW, THEREFORE, in consideration of the mutual covenants of the parties as hereinafter set forth, the CITY and the CONTRACTOR mutually agree as follows:

1. **Contract Documents.** The CONTRACTOR agrees to complete the PROJECT as specified in the following documents, which shall hereinafter be collectively referred to as the "CONTRACT DOCUMENTS":

BIDDING REQUIREMENTS

00 22 00	Advertisement for Bids
00 22 13	Contract Award
00 22 16	Information Required of Bidder
00 41 00	Scope of Work
00 43 00	Bid, Bid Schedule, Measurement and Payment

PAYSON

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Section 00 50 00 – Agreement

CONTRACT FORMS

00 50 00	Agreement
00 61 00	Performance Bond
00 62 00	Payment Bond
00 63 00	Notice of Award
00 64 00	Notice to Proceed
00 65 00	Change Order

CONDITIONS OF THE CONTRACT

00 72 00	General Conditions
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TECHNICAL SPECIFICATIONS

DRAWINGS are not provided for this project. Please see accompanying maps of WORK locations.

BID SPECIFICATIONS for the PROJECT prepared or issued by the CITY's Public Works Department based on the latest edition of the APWA Technical Specifications.

The CONTRACTOR acknowledges receipt of each of the above CONTRACT DOCUMENTS and each is hereby incorporated in and made an integral part of this Agreement, as if fully set forth herein. Any reference to "the AGREEMENT" or "this AGREEMENT" includes all of the CONTRACT DOCUMENTS. The definitions contained in the GENERAL CONDITIONS shall be used in interpreting this AGREEMENT.

2. **Payment.** The CITY agrees to pay the CONTRACTOR an amount not to exceed \$_____ for the proper and timely completion of the PROJECT in accordance with all of the CONTRACT DOCUMENTS. The actual amount paid shall depend on WORK actually performed and shall be based on the unit prices and bid amounts set forth in the BID SCHEDULE. The CONTRACTOR shall not be entitled to any contingency amounts listed in the BID or BID SCHEDULE without a written change order from the CITY.
3. **Liquidated damages.** Time deadlines for the completion of the PROJECT are material terms of this AGREEMENT and the CONTRACTOR agrees to pay liquidated damages of **\$500.00 per day** to the CITY for each calendar day that the actual completion date of the PROJECT exceeds the scheduled completion date of the PROJECT. The liquidated damages shall be assessed as provided in Section 15 of the GENERAL CONDITIONS, and may be used to offset the amount that the CITY is required to pay the CONTRACTOR pursuant to this AGREEMENT.
4. **Applicable Laws.** The CONTRACTOR agrees to comply with and be bound by each of the following laws, regulations and guidelines. The CONTRACTOR acknowledges that he is familiar

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Section 00 50 00 – Agreement

with each of these laws, regulations and guidelines, and that each of them constitutes a material provision of this AGREEMENT. CONTRACTOR's failure to comply with any of the following laws, regulations and guidelines shall be deemed a material breach of this AGREEMENT.

- A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin, and shall comply with all Federal, State and CITY laws and regulations governing equal opportunity.
 - B. CONTRACTOR shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and all applicable rules, regulations, and orders issued by the Secretary of Labor.
 - C. CONTRACTOR shall comply with the Copeland (Anti Kick-back) Act, which prohibits the CONTRACTOR from inducing any person employed in the PROJECT to give up any part of the compensation to which such person is otherwise entitled.
 - D. CONTRACTOR shall comply with all applicable Federal, State and CITY clean air and clean water laws or regulations, including the standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 1857, as amended) and the Clean Water Act (33 U.S.C. 1368, as amended).
 - E. CONTRACTOR shall comply with all applicable Federal, State and CITY laws and regulations relating to the handling, treatment or disposal of hazardous materials.
5. **Books, Documents and Records.** The CONTRACTOR shall maintain books, records, documents, and other evidence directly pertinent to the PROJECT, in accordance with accepted and appropriate accounting procedures and practices. Further, any duly authorized representatives of the CITY, the State of Utah or the United States Government shall have access to such books, documents and records for the purpose of making audits, examinations, excerpts and transcripts.
6. **Lawful Agreement.** The parties represent that each of them has lawfully entered into this AGREEMENT, having complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their respective operations.
7. **Utah Law.** This AGREEMENT shall be interpreted pursuant to the laws of the State of Utah.
8. **Time of the Essence.** Time shall be of the essence of this AGREEMENT.
9. **Attorney's Fee.** In the event that either party should be required to retain an attorney because of the default or breach of the other party or to pursue any other remedy provided by law, the non-defaulting party shall be entitled to a reasonable attorney's fee.
10. **Interpretation.** The invalidity of any portion of this AGREEMENT shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall

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U T A H
Section 00 50 00 – Agreement

include any other genders. Any paragraph or section headings in this AGREEMENT are for convenience only, and do not constitute a part of the provisions hereof.

11. **Amendments.** No oral modifications or amendments to this AGREEMENT shall be effective, but this AGREEMENT may be modified or amended by written agreement.
12. **No Presumption.** Should any provision of this AGREEMENT require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents, prepared the same, it being acknowledged that both parties have participated in the preparation hereof.
13. **Binding Effect.** This AGREEMENT shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

SIGNED AND ENTERED INTO THIS _____ day of _____, 2025.

PAYSON CITY

by

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025

by _____

Notary Public
(Seal)

PAYSON
U T A H
Section 00 50 00 – Agreement

CONTRACTOR

by

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025

by _____

Notary Public
(Seal)



Section 00 61 00 – Performance Bond

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereafter called PRINCIPAL, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto Payson City, 439 West Utah Avenue Street, Payson, Utah, 84651 hereinafter called OWNER, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of **Dry Creek Trail Reconstruction** project.

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreement of said contract during the original term thereof, and any extensions thereof may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.



Section 00 61 00 – Performance Bond

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (Number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2025.

ATTEST: _____

Principal

Principal Secretary

(SEAL)

Witness as to Principal

By _____

Address

Address

ATTEST: _____

Surety

Surety Secretary

(SEAL)

Witness as to Surety

By _____

Attorney-in-Fact

Address

Address

NOTE: Date of BOND must not be prior to the date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

PAYSON
U T A H
Section 00 62 00 – Payment Bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereafter called PRINCIPAL, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto Payson City, 439 West Utah Avenue Street, Payson, Utah, 84651 hereinafter called OWNER, in the penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 2025, a copy of which is hereto attached and made a part hereof for the construction of **Dry Creek Trail Reconstruction** project.

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUBCONTRACTORS, and the corporation furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.



Section 00 62 00 – Payment Bond

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ (Number) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2025.

ATTEST: _____

Principal

Principal Secretary

(SEAL)

Witness as to Principal

By _____

Address

Address

ATTEST: _____

Surety

Surety Secretary

(SEAL)

Witness as to Surety

By _____

Attorney-in-Fact

Address

Address

NOTE: Date of BOND must not be prior to the date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.



Section 00 65 00 – Change Order

CHANGE ORDER

PAYSON CITY PROJECT CHANGE ORDER FORM		
DATE	PROJECT MANAGER	
PROJECT TITLE		
CONTRACTOR		
CHANGE ORDER #	PROJECT #	P. O. #
CHANGES TO BE MADE TO THE CONTRACT DOCUMENTS		
A. ORIGINAL CONTRACT PRICE	\$	
B. TOTAL OF PREVIOUS CHANGE ORDERS	\$	
C. AMOUNT OF THIS CHANGE ORDER	\$	
D. NEW CONTRACT PRICE (ADD A THROUGH C)	\$	
E. CHANGES IN CONTRACT TIME:		
SIGNATURE REQUIRED FOR APPROVAL		
PROJECT MANAGER		
CONTRACTOR		
CONSTRUCTION ENGINEER		
CITY ENGINEER		
SECRETARY:	DATE ENTERED INTO THE SYSTEM:	



Section 00 72 00 – General Conditions

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property and Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance and Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Arbitration
31. Taxes
32. Wage Rates
33. Contingency Item

1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS. DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 BID The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.



Section 00 72 00 – General Conditions

- 1.4 **BIDDER** Any person, firm or corporation submitting a BID for the WORK.
- 1.5 **BONDS** Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 **CHANGE ORDER** A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing and adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 **CONTRACT DOCUMENTS** The contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.
- 1.8 **CONTRACT PRICE** The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 **CONTRACT TIME** The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 **CONTRACTOR** The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11 **DRAWINGS** The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 **ENGINEER** The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 **FIELD ORDER** A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 **NOTICE TO AWARD** The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 **NOTICE TO PROCEED** Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 **OWNER** A public or quasi public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.17 **PROJECT** The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 **RESIDENT PROJECT REPRESENTATIVE** The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.



Section 00 72 00 – General Conditions

- 1.19 SHOP DRAWINGS All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 SPECIFICATIONS A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 SUBCONTRACTOR An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 SUBSTANTIAL COMPLETION That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.23 SUPPLEMENTAL GENERAL CONDITIONS Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.
- 1.24 SUPPLIER Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 WORK All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 WRITTEN NOTICE Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.



Section 00 72 00 – General Conditions

- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:
 - 3.2.1 The dates at which special detail drawings will be required; and
 - 3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review. SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each



Section 00 72 00 – General Conditions

approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.



Section 00 72 00 – General Conditions

- 7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation of the WORK and replaced at the CONTRACTOR'S expense.
- 7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

- 8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.



Section 00 72 00 – General Conditions

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of benchmarks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.
- 10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them any be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.



Section 00 72 00 – General Conditions

- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

- 12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

- 13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- 13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER of further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

- 14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:
- a. Unit prices previously approved.
 - b. An agreed lump sum.
 - c. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.



Section 00 72 00 – General Conditions

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.
- 15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.
 - 15.4.1 To any preference, priority or allocation order duly issued by the OWNER.
 - 15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
 - 15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

- 16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.



Section 00 72 00 – General Conditions

17. SUBSURFACE CONDITIONS

- 17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:
- 17.1.1 Subsurface of latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or
- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension for the CONTRACT TIME, or both, directly attributable to any suspension.
- 18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such



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costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

- 18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after then (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.
- 18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT ITEM, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating



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in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5%) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.
- 19.5 Upon completion and acceptance of the WORK the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.
- 19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, labors, workmen, mechanics, materialmen, and furnishers of machinery and part thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so



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made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payment made in good faith.

- 19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

21. INSURANCE

- 21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by the SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
 - 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
 - 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
 - 21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
 - 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK.



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- 21.3 Types. The CONTRACTOR shall procure and maintain the following types of insurance for the duration of this PROJECT. Any SUBCONTRACTOR hired by the CONTRACTOR to perform WORK on the PROJECT shall also meet these insurance requirements.
 - 21.3.1 Commercial General Liability. Commercial General Liability (CGL) insurance with coverage that is at least as broad as the Insurance Services Office Commercial General Liability coverage (occurrence form).
 - 21.3.2 Business Auto. Business Auto insurance with coverage that is at least as broad as the Insurance Services Office Business Auto Coverage form.
 - 21.3.3 Workers' Compensation and Employer's Liability. Workers' Compensation insurance as required by the State of Utah and Employer's Liability Insurance.
- 21.4 Coverage Limits. CONTRACTOR'S required insurance shall have the following minimum coverage limits:
 - 21.4.1 Commercial General Liability. \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If the policy contains a general aggregate limit, the general aggregate limit must apply separately to this Agreement or the general aggregate limit shall be \$3,000,000.00.
 - 21.4.2 Business Auto. \$2,000,000.00 combined single limit per accident for bodily injury and property damage.
 - 21.4.3 Workers' Compensation and Employer's Liability. Workers' Compensation as required by the State of Utah and \$1,000,000.00 per accident for Employer's Liability.
 - 21.4.4 Excess Liability. Contractor may meet the coverage limits required through umbrella or excess liability policies approved by the OWNER.
- 21.5 Deductibles. Any deductibles or self-insured retentions must be declared to and approved by the OWNER. At the OWNER'S option, the OWNER may require that:
 - 21.5.1 The insurer reduces or eliminates the deductibles or self-insured retentions as respects the OWNER, its officers, officials, employees and volunteers; or
 - 21.5.2 The CONTRACTOR procures a bond or letter of credit guaranteeing payment of any deductibles or self-inured retentions.
- 21.6 Policy Provisions. The policies shall contain, or be endorsed to contain, the following provisions:
 - 21.6.1 Additional Insured. The OWNER and its officers, officials, employees and volunteers shall be listed as additional insureds under the CGL and Business Auto policies. The coverage shall contain no special limitations on the scope of protection afforded to the OWNER, its officers, officials, employees or volunteers.



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- 21.6.2 Primary Insurance. The CONTRACTOR'S insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the OWNER shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- 21.6.3 Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER, its officers, employees or volunteers.
- 21.6.4 Separate Application. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 21.6.5 Waiver of Subrogation. The insurers shall waive, in writing, all rights of subrogation against the OWNER, its officers, officials, employees and volunteers for losses arising from the CONTRACTOR'S actions in performing (or failing to perform).
- 21.6.6 Cancellation. Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. If required insurance lapses, the OWNER shall have the option of:
- 21.6.6.1 Purchasing the insurance on behalf of the CONTRACTOR and deducting the insurance costs from the amount owed to the CONTRACTOR; or
- 21.6.6.2 Terminating the PROJECT.
- 21.7 Best's Rating. Each insurer shall have a Best's rating of A - VII or better. Insurers must maintain the A - VII or better rating for the entire term of the PROJECT.
- 21.8 Certificates of Insurance. The CONTRACTOR shall provide the OWNER with certificates of insurance and with original endorsements effecting coverage required. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies, at any time
- 21.9 The CONTRACTOR shall acquire and maintain, if applicable: Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
- 21.10 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.



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22. CONTRACT SECURITY

- 22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

- 23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party

24. INDEMNIFICATION

- 24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
- 24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.



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- 24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

- 25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- 25.2 The OWNER may perform addition WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACTOR DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING

- 26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.
- 26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.



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- 26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

- 27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS OF WAY

- 28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights of way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights of way acquired.
- 28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

- 29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.



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30. ARBITRATION

- 30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.
- 30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

- 31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

32. WAGE RATES

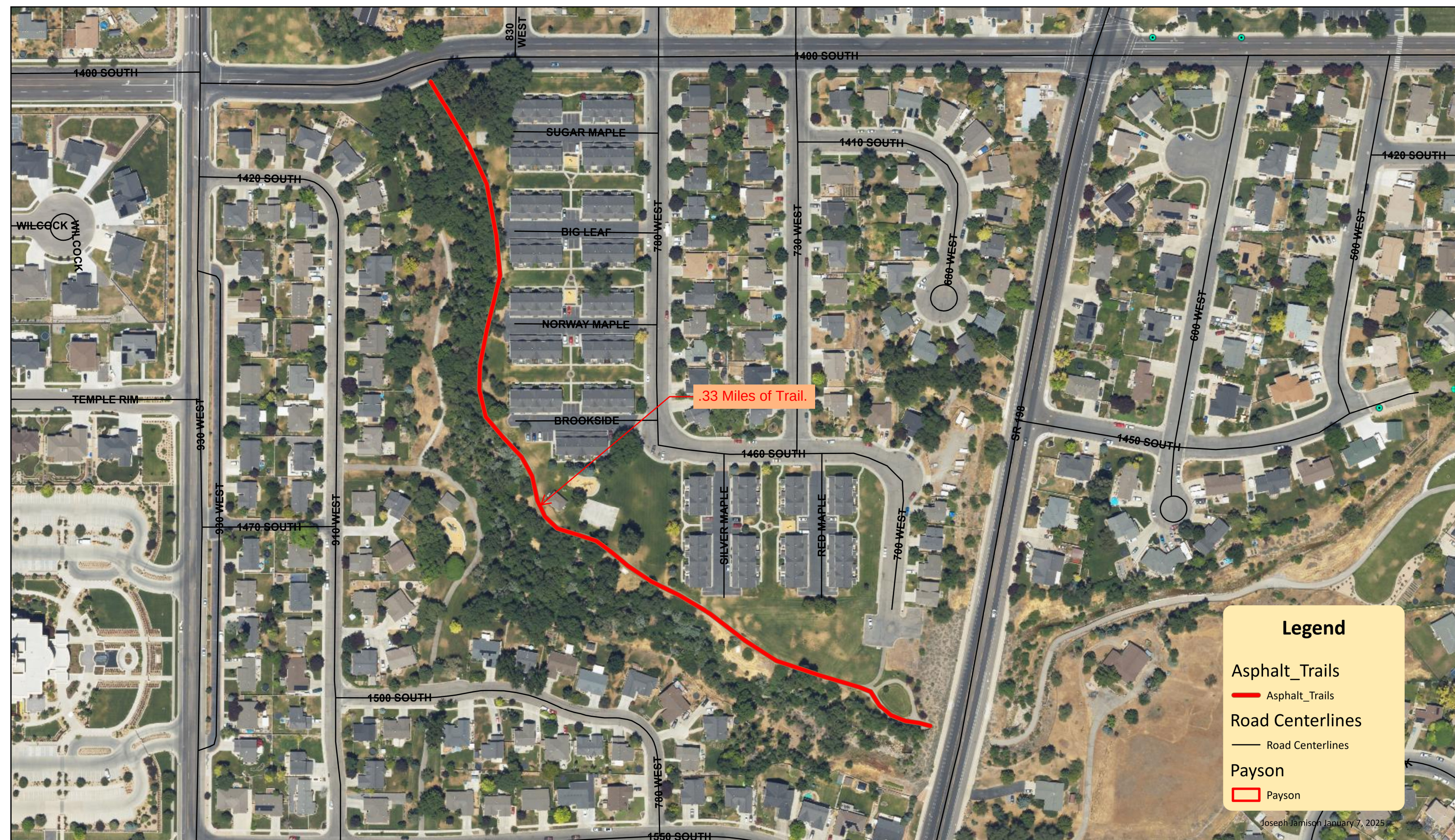
- 32.1 No less than the general prevailing rate of wages per hour for work of a similar character in the locality in which the work is performed shall be paid to all laborers, workmen, apprentices and mechanics employed on the project, unless specifically indicated elsewhere in the specifications.

33. CONTINGENCY ITEM

- 33.1 This item is included in the contract for the purpose of providing payment for items of work that are not covered under the specific pay items listed in the bid proposal.
- 33.2 All work done under the contingency item shall be approved by a Payson City Project Change Order. All work done by the contractor not covered by either a specific pay item of the contract, or by a Project Change Order, such work shall be done at the contractor's own risk.
- 33.3 The contingency item is completely under the control of the project inspector and/or engineer to be used to do items approved by a Project Change Order.
- 33.4 Overruns and underruns in bid items shall also be reflected in the final amount of money available in the contingency item. There shall be no overrun in the contract bottom line price unless such overrun is approved before hand by city council resolution.

DRY CREEK TRAIL REPLACEMENT MAP

SECTION 1



DRY CREEK TRAIL REPLACEMENT MAP

SECTION 2



Legend

Asphalt_Trails
— Asphalt_Trails

Road Centerlines
— Road Centerlines

Payson
— Payson