

MILLCREEK

PUBLIC WORKS



PROJECT MANUAL

ORCHARD DRIVE DRAINAGE IMPROVEMENTS

PROJECT ENG-24-12-3

FOR MORE INFORMATION REGARDING THIS PROJECT CONTACT:

DAN DRUMILER, P.E.

MILLCREEK, ENGINEERING SECTION

1330 E CHAMBERS AVE

MILLCREEK, UTAH 84106

PHONE # (801) 214-2714

SPECIFICATIONS REFERENCED

When reference is made to specifications, they refer to the Manual of Standard Specifications 2017 Edition, Utah APWA. This reference shall control except for modifications and supplements contained in this project manual.

INTRODUCTORY INFORMATION

00 01 01 Title Page

MILLCREEK
A Political Subdivision of the State of Utah
Millcreek, Utah

PROJECT MANUAL

FOR

ORCHARD DRIVE DRAINAGE IMPROVEMENTS

Project No. ENG-24-12-3

Millcreek
Engineering Section
1330 E Chambers Ave, Millcreek, UT 84106
Millcreek, Utah 84106

October 2024

ORCHARD DRIVE DRAINAGE IMPROVEMENTS

INTRODUCTORY INFORMATION

00 01 01	Title Page
00 01 10	Table of Contents
00 01 15	List of Drawings

BIDDING REQUIREMENTS

PRE-BID INFORMATION

00 11 16	Invitation to Bid
----------	-------------------

INSTRUCTIONS TO BIDDERS

00 21 13	Instructions to Bidders
00 22 03	Modifications to Instructions to Bidders

BID FORMS

00 41 00	Bid Information
00 43 00	Bid Schedule
00 43 13	Bid Bond

SUPPLEMENTS TO BID FORMS

00 43 36	Subcontractor and Supplier Report
00 43 38	Bidder Status Report
00 45 19	Certification of Non-Collusion
00 45 36	Certificate of Non-Discrimination

CONTRACT FORMS

AGREEMENT FORM

00 52 00	Agreement
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C. **Deduct Damages from Moneys Owed Contractor:** Owner shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the Owner.

BONDS AND CERTIFICATES

00 61 13.13	Performance Bond
00 61 13.16	Payment Bond
00 62 16	Certificate(s) of Insurance

CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS

00 72 00	General Conditions
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SUPPLEMENTARY CONDITIONS

00 73 00	Supplemental General Conditions
00 73 76	Political Contribution Notice
00 73 79	Environmental Compliance Practices

ADDENDA AND MODIFICATIONS

00 72 00	Modifications to General Conditions
00 91 13	Addenda and Modifications

GENERAL REQUIREMENTS

DIVISION 01 – GENERAL REQUIREMENTS

01 11 00	Summary of Work
01 31 13	Modification to Coordination
01 33 00	Submittal Procedure
01 55 26	Traffic Control

END OF TABLE OF CONTENTS

00 01 15 List of Drawings

ORCHARD DRIVE DRAINAGE IMPROVEMENTS

PROJECT NO. ENG-24-12-3

Sheet

<u>No.</u>	<u>Title</u>
1	Title
2	General Notes
3	Cross Reference
4	Survey Control
5	Roadway Plan
6	Storm Drain Plan & Profiles

END OF DOCUMENT

BIDDING REQUIREMENTS

PRE-BID INFORMATION

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

- A. Bidders are invited to bid on the Construction Contract titled:
ORCHARD DRIVE DRAINAGE IMPROVEMENTS
Project No. ENG-24-12-3
- B. Information about the award of this Construction Contract will be posted on the State of Utah's electronic procurement system (SciQuest), or obtained by contacting Millcreek Public Works Dan Drumiler, P.E. at (801) 214-2714.

1.2 DESCRIPTION OF WORK

- A. The location of the work is:
FROM 1659 SIGGARD DRIVE TO 1776 E ORCHARD DRIVE
- B. The work to be performed consists of furnishing and installing the equipment, facilities, services and appurtenances thereto as included in the Contract Documents. General items of work include:
The installation of storm pipe, inlets, and manholes; asphalt pavement t-patch repair, curb and gutter repair, and driveway repair.

1.3 BIDDERS' PRE-QUALIFICATION

- A. Bidders are not required to be pre-qualified for this Project.

1.4 BASIS OF BIDS

- A. Bids shall be on a unit price basis. Unsealed or segregated Bids will not be accepted.

1.5 CONTRACT TIME

- A. The Work will be Substantially Completed within
[X] Contract to be completed prior to July 31st, 2025. No construction activity unless approved by the Millcreek City Engineer and/or Millcreek Project Manager while school is in session. For more information about the William Penn Elementary Schedule refer to Section 01 55 26. 1.3, Traffic Control Plan.

[] a time period to be specified by the Bidder.

1.6 EXAMINATION AND PROCUREMENT OF DOCUMENTS

- A. Drawings, specifications, and other contract documents may be examined and obtained from the State of Utah's electronic procurement system or through the Millcreek website at millcreekut.gov after 9:00 A.M., March 11th, 2025

1.7 BID SECURITY

- A. Bid Security in the amount of at least five (5) percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders. Bid Security will be returned to each unsuccessful Bidder after tabulation and award of the Construction Contract.

1.8 BID OPENING AND LOCATION

- A. Sealed bids will be received at Millcreek City Offices, 1330 E Chambers Ave, Millcreek, UT 84106, until the time posted on the State of Utah's electronic procurement system. Bids may also be received through the State's electronic procurement system until the time posted, however Millcreek is not responsible for any electronic submittals that are rejected or improperly uploaded into the electronic system. Bids received after that time will not be accepted. Sealed bids and electronic submittals will be publicly opened and read at the time posted, as established by the clock at the bid opening location. All bids will be calculated and then verified by Millcreek Public Works personnel.
- B. Incomplete bids and/or applications that are rejected by the electronic procurement system will not be eligible for consideration in the selection process. Sealed bids delivered to Millcreek Offices should have the project title and bidder's information clearly shown on the outside of the envelope.

1.9 RIGHT TO REJECT BIDS

- A. Millcreek reserves the right to reject any or all bids or to waive any informality or technicality in any bid if deemed by Millcreek to be in the public's best interest.

1.10 VALIDITY PERIOD FOR BIDS

- A. In consideration for the opportunity to submit a bid for the project described herein, bidder agrees to hold its bid open and firm for 30 days after the day of Bid opening, whether or not bidder is identified as the apparent low bidder at said opening. Bidders who withdraw their bid after Bid opening, but before expiration of the period specified above, shall forfeit their bid security if award of a contract, based upon the bid, is subsequently made to them.

1.11 GOVERNING LAWS AND REGULATIONS

- A. This project does not require the payment of specific wage rates. Payroll submittal will not be required.

- B. Bidders on this Work will be subject to the applicable provisions of all federal rules, laws and regulations or orders.
- C. In compliance with Americans with Disabilities Act, (ADA) the following information is provided: Email- KHansen@millcreekut.gov; Contact person: Kurt Hansen (801) 214-2751.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

00 21 13 Instructions to Bidders

PART 1 GENERAL

1.1 DEFINED TERMS

- A. Terms used in the Bid Documents which are defined in Article 1.1 of the General Conditions (Section 00 72 00 of APWA Manual of Standard Specifications) will have the meanings indicated in the General Conditions.

1.2 COPIES OF BID DOCUMENTS

- A. Complete sets of Bid Documents must be used in preparing Bids. OWNER and ENGINEER assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- B. Bid Documents are made available to Bidder only for the purpose of preparing Bids on the Work. A license or grant for any other use is not given.
- C. Document copyrights shall remain with the OWNER.

1.3 PRE-BID CONFERENCE

- A. If a pre-bid conference is held, representatives of OWNER and ENGINEER will be present to discuss the Project. Following the conference, ENGINEER will transmit to all persons or agencies who have signed for receiving copies of the Bid Documents such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Location and time of conference is identified in the Invitation to Bid (Document 00 11 16).

1.4 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. **In General:** Bidders are permitted to converse with ENGINEER or ENGINEER's personnel having knowledge of the Project, Plans, Specifications, Material sites, or conditions generally prevailing in the area of the Project to aid in pre-bid investigations. The OWNER is not bound by any statements or representations made by ENGINEER or ENGINEER's personnel before the bid opening or award of the Construction Contract, nor for any assumptions or conclusions reached by a prospective Bidder as a result of such communication unless the ENGINEER issues an Addendum to all prospective Bidders.
- B. **Site, Access To:** The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Bidder in performing the Work are identified in the Contract Documents. All additional off-site lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Bidder.
- C. **Contract Documents:** The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 1.04; that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents; and, that the Contract Documents are sufficient in scope and detail to indicate and convey

understanding of all terms and conditions for performance and furnishing of the Work.

- D. **Bidder's Obligations:** The submission of a bid constitutes acknowledgement that Bidder has complied with all bidding instructions. It is the responsibility of each Bidder before submitting a Bid, to:

1. Examine the Contract Documents thoroughly;
2. Visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work;
3. Consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;
4. Study and carefully correlate Bidder's observations with the Contract Documents;
5. Identify and notify ENGINEER in writing of all specific conflicts, errors or discrepancies in the Contract Documents, or if Bidder doubts their meanings; and
6. Identify and notify ENGINEER in writing of all errors or omissions in estimates or statements of quantities or units specified in the plans, specifications or drawings, which are, or should be, reasonably apparent to a contractor qualified to perform the Work of the Project.

The failure or omission of any Bidder to receive or examine any form, instrument, Addendum or other document, visit the site and become acquainted with conditions there existing, or attend the pre-bid conference, shall in no way relieve any Bidder from obligations with respect to Bidder's bid or to the Construction Contract.

- E. **Deviations from the Terms of the Contract Documents:** OWNER will not accept any deviations whatsoever from the printed terms of the Agreement (Document 00 52 00) and the Contract Documents, except by Addendum or Change Order.
- F. **APWA Standard Specifications:** All provisions of the APWA Manual of Standard Specifications, 2017 Edition, General Conditions Document 00 72 00, as supplemented, are made a part of the Contract Documents by reference.
- G. **Standard Plans for Public Works Construction:** All drawings and notes contained in the Millcreek Department of Public Works 2018 STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION book are made a part of the Contract Documents by reference.

1.5 PHYSICAL CONDITIONS

- A. **In General:** Before submitting a Bid, each Bidder will be responsible for review of OWNER's explorations, tests and data concerning surface conditions, subsurface conditions and Underground Facilities at or contiguous to the site, or otherwise, which may affect cost, progress, performance or furnishing of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.
- B. **Surface and Subsurface Conditions:** Provisions concerning surface and subsurface conditions, if any, are set forth in the Geotechnical Data (Document 00 31 32). The document provides the identification of:

1. those reports of explorations and tests of subsurface conditions at the site which have been utilized by ENGINEER in preparing the Contract Documents; and
 2. those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site which have been utilized by ENGINEER in preparing the Contract Documents.
- C. **Underground Facilities:** Information and data indicated in the Contract Documents regarding Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities. The OWNER does not assume responsibility for the accuracy or completeness thereof other than as provided in Article 4.03A.2 of the General Conditions (Document 00 72 00) or unless expressly provided in the Modifications to General Conditions (Document 00 73 03).
- D. **Additional Explorations:** On request, OWNER will provide each Bidder access to the site to conduct any explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall obtain permits, fill all holes, clean up and restore the site to its former condition upon completion of such explorations. Bidder agrees to indemnify and save the OWNER harmless against and from all claims arising out of Bidder's activities during and after the performance of additional explorations.
- E. **Modifications to the Contract Documents:** Provisions concerning the adequacy of the data furnished for subsurface structures and underground facilities, and the possibility of changes in the documents due to differing conditions appear in Articles 4.02 and 4.03 of the General Conditions (Document 00 72 00).

PART 2 *BIDDING PROCEDURES*

2.1 **INTERPRETATIONS AND ADDENDA**

- A. All requests for interpretation of the Contract Documents shall be made in writing and delivered to the ENGINEER no later than seven (7) calendar days prior to opening of Bids. If required, ENGINEER will send written interpretation to all persons receiving a set of Bid Documents in the form of a written Addendum. If a Bidder's request for interpretation is not responded to by ENGINEER, Bidder shall not rely on Bidder's interpretation in the request contrary to the intent and terms of the Contract Documents.
- B. OWNER will not be responsible for any explanations or interpretations, except those duly issued in the form of written Addenda.
- C. Addenda may also be issued to modify the Bidding Documents as deemed advisable by ENGINEER.
- D. Addenda issued during the time of bidding shall be deemed to be included in the Bid. Bidder must acknowledge receipt of each Addenda on the Bid form. Failure to acknowledge receipt will cause Bid to be non-responsive. All Addenda shall become a part of the Contract Documents.

- E. Except to postpone the Bid opening, no Addenda shall be issued within 48 hours of the Bid opening.

2.2 EQUIPMENT AND MATERIAL OPTIONS PRIOR TO BID OPENING

- A. If a Bidder or Supplier wishes to use items of equipment and materials other than those identified in the Contract Documents, said Bidder or Supplier shall deliver a written request for approval to the ENGINEER at least seven (7) days prior to the date set for opening of bids.
- B. The procedure for submission of any such product option shall be as set forth in Article 6.04 of the General Conditions (Document 00 72 00). It is the sole responsibility of the Bidder or Supplier to submit complete descriptive and technical information so that ENGINEER can make a proper appraisal.
- C. ENGINEER's failure to act upon such a request within three days after delivery shall be deemed a denial thereof.
- D. Any such approval is at the sole discretion of the ENGINEER and will be in the form of an Addendum issued to all Bidder's holding Bid Documents indicating that the additional equipment and materials are approved as equal to those specified for the Project.

2.3 BID SECURITY

- A. **Bid security:** must be either in the form of a Bid Bond or cashier's check, as discussed below. No other form will be accepted.
- B. **Amount of Bid security:** The total amount of the Bid on which Bid security is to be based shall be the sum of all items of the Bid constituting the maximum amount of the possible award to the Bidder. The Bond amount must equal at least five (5) percent of the total amount of the Bid.
- C. **Bid Bond:** The Bond shall accompany the Bid and shall be issued by a corporate surety company authorized to do business in the State of Utah. The Bond shall guarantee that the Bidder, if awarded the Work, will promptly enter into the Construction Contract to perform the Work in the manner required by the Contract Documents.
- D. **Bond Form:** The Bid Bond must be submitted using the Bid Bond Form (Document 00 61 12).
- E. **Cashier's Check:** If a cashier's check is used in lieu of a Bid Bond, the cashier's check must be drawn on a bank doing business in the State of Utah and made payable to Millcreek.
- F. **The cashier's check** or Bid Bond of a Bidder to whom contract has been awarded will be returned to Bidder within three days after all the acts, for the performance of which said Bid Bond or Check is required, have been fully performed. The Bid Bonds and checks of all bidders will be held until Millcreek Mayors' Office has awarded the contract or rejected all bids. The liability of Millcreek in connection with said checks shall be limited to the return of the checks as herein provided.
- G. **Default:** In the event of failure or refusal of the Bidder to enter into the Construction Contract and deliver to the OWNER a Performance Bond, Payment Bond and any other Bonds or documents required by the Contract Documents within ten days after award of the Work by Millcreek Mayor's Office, the Bidder

shall forfeit the sum of the Bid Bond or cashier's check to the OWNER as liquidated damages.

2.4 CONTRACT TIME AND PUNCH LIST TIME

- A. Provisions concerning Contract Time and Punch List Time are set forth in the Agreement (Document 00 52 00).

2.5 LIQUIDATED DAMAGES

- A. Provisions concerning liquidated damages are set forth in the Agreement (Document 00 52 00).

2.6 RETAINAGE

- A. Provisions concerning OWNER retaining money are set forth in the Agreement (Document 00 52 00).

2.7 BID FORM

- A. The Bid form (Document 00 41 00) identifies all forms comprising the Bid Documents. Additional copies may be obtained from ENGINEER.
- B. Bids by corporations must be executed in the corporate name by the president, vice-president or other corporate officer authorized to sign and must be properly attested to as an official act of the corporation. At the OWNER's request, authority to sign shall be submitted.
- C. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title and official partnership address must be shown.
- D. Where joint ventures are proposed by contractors, all parties concerned shall be pre-qualified. A letter asking permission to participate in a joint venture must be submitted by the contractors to Millcreek and permission granted before bid opening.
- E. All names must be typed or printed under or near the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda. The Addenda numbers must be filled in on the Bid form. Failure to include Addenda numbers on the acknowledgement will cause the Bid to be considered non-responsive.
- G. The Bidder's address and telephone number for communications regarding the Bid must be shown on the first page of the Bid form.
- H. The Bidder shall make no stipulations or alterations on the Bid forms. The Bidder must use only the Bid form and Bid Schedules bound in the Contract Documents. The complete Contract Documents should be submitted as the Bidder's Bid.
- I. Anyone signing any of the Contract Documents as the agent of another, or others, must file with it legal evidence of his/her authority to do so. Such evidence must be either a notarized power of attorney or a certified court order.

2.8 BID SCHEDULE

- A. Any work or material which is specified in the Contract Documents or which is necessary because of the nature of the Work, but which is not listed separately in the Bid Schedule (Document 00 43 00) shall not be measured or paid for

separately. The cost of such work or material shall be considered as included in the Contract Price.

- B. All blanks on the Bid Schedule (Document 00 43 00) must be completed in ink or by typewriter. If applicable, furnish both the unit and the total costs for each item. Numbers shall be stated in figures, and the signature of all persons signing shall be in longhand. The Bid Schedule must not contain any erasures, interlineation or other corrections unless each such correction is suitably authenticated, by affixing in the margin immediately opposite the correction, the surname or initials of the person or persons signing the bid. Any corrections, alterations or erasures made by the Bidder on the Bid Schedule shall be initialed in ink by the Bidder. All corrections, interlineations, etc. not made in ink or typewritten and authenticated as required herein shall be ignored, and shall not be deemed to modify figures and/or signatures or initials made in ink or typewritten.

2.9 SUBMISSION OF BIDS

- A. Bids shall be submitted at the time and place indicated in the Invitation to Bid (Document 00 11 16) and must be enclosed in an opaque, sealed envelope, marked with the Project title, the name and address of the Bidder, and the date and time of bid opening. If the Bid is sent through the mail or other delivery system the sealed envelope should be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. Delivery of the Bid before the scheduled time bid opening is the sole responsibility of the Bidder.
- B. Alternate bids, other than those called for in the Bid form, will not be considered.
- C. No oral, telegraphic, telephonic, facsimile or modified bids will be considered.

2.10 MODIFICATION AND WITHDRAWAL OF BIDS

- A. At any time prior to the opening of Bids, Bids may be modified or withdrawn if a written withdrawal is signed by Bidder and delivered to the place where Bids are to be submitted.
- B. Within 24 hours after Bids are opened, any Bidder may file written notice with OWNER that there was a substantial mistake made in the preparation of its Bid. Bidder must thereafter promptly demonstrate Bidder's mistake to the reasonable satisfaction of the OWNER. If OWNER agrees, Bidder may withdraw its Bid and the Bid security will be returned to the Bidder.
- C. AT OWNER's option, Bidder may resubmit a bid withdrawn for mistake as permitted herein and the bid will be considered for award of the Work to the Bidder on the following conditions: (1) There is clear and convincing evidence of the mistake, and (2) there is clear and convincing evidence of the intended bid. However, if the resubmitted bid, after correction, would displace an apparent low bidder, the evidence of mistake and the intended bid must appear substantially from the face of the original bid itself. OWNER's determinations in these circumstances shall be final.

2.11 OPENING OF BIDS

- A. Bids will be opened and read aloud publicly. An abstract of the amounts of the base schedule of prices and any alternate schedules will be made available for review after the opening of Bids.
- B. Bidders are invited to attend the bid opening.
- C. Award of the Work shall not be made at the bid opening. The only identification to be made at bid opening will be the "apparent low bidder".
- D. Any Bids presented or received after the time specified in the Invitation to Bid (Document 00 11 16) will not be accepted or opened. They will be either refused, or retained in the Office of Contracts and Procurement until such time as they can be returned. The time indicated by the "date and time received" stamp of the bid depository location shall be deemed conclusive.

2.12 BIDS TO REMAIN FIRM FOR SPECIFIED TIME

- A. All bids remain firm and subject to acceptance for 30 days after the day of the Bid opening. OWNER may, in its sole discretion, release any Bid and return the Bid security prior to expiration of that time period.

2.13 COMPLIANCE WITH EMPLOYMENT LAWS AND REGULATIONS

- A. Bidders are advised that the Construction Contract and its performance are subject to the applicable provisions of all Laws and Regulations. Bidder will be obligated upon written request, to give all applicable assurances of compliance in connection therewith.
- B. If federal nondiscrimination requirements are required, the Bidder shall be fully knowledgeable of, and comply with, such requirements.

PART 3 AWARD OF CONTRACT

3.1 QUALIFICATIONS OF BIDDERS

- A. Upon request of OWNER, a Bidder whose bid is under consideration for award shall submit promptly to the OWNER the following information for the Bidder, or Bidder's Subcontractors, or Bidder's Suppliers:
 - 1. Evidence showing financial condition;
 - 2. Experience in performing work on a similar type of project;
 - 3. Present construction commitments;
 - 4. Organizational structure;
 - 5. Equipment which is to be used to do the Work;
 - 6. Litigation or claims which are pending, threatened, settled or otherwise disposed of within the last 3 years;

7. Evidence of ability to perform and complete the Work in a manner and within the time limit specified;
8. All matters consistent with federal, state and local Laws and Regulations; and
9. Such other data as may be called for in the Supplementary Instructions to Bidders (Document 00 22 13).

3.2 EVALUATION OF BIDS

- A. OWNER reserves the right to reject any and all Bids; to waive minor informalities in the Bid Schedule and elsewhere so long as the informalities do not affect the Contract Documents or render the bid non-compliant with Laws and Regulation pertaining to bidding requirements; to negotiate and agree to contract terms with the successful Bidder; and to disregard non-conforming, non-responsive, unbalanced or conditional Bids.
- B. OWNER reserves the right to reject any Bid if OWNER believes that it would not be in the best interest of the Project or the OWNER to make an award to that Bidder. Such rejection may be because the Bid is not responsive; or the Bidder is unable, unqualified, or of doubtful ability; or the Bid or Bidder fails to meet any other pertinent standard or criteria established by OWNER in the Supplementary Instructions to Bidders (Document 00 22 13).
- C. In determining Bidders' ability to fulfill the contract, if awarded, OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as provided in the Subcontractors and Supplier Report (Document 00 43 36).
- D. OWNER may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Intent to Award the Construction Contract.
- E. To establish qualifications of Bidder, OWNER may request such data indicated in Article 3.01 hereinabove and conduct such investigations as OWNER deems appropriate.
- F. If the Construction Contract is to be awarded, it will be awarded to the lowest, qualified, responsible and responsive Bidder as determined by the OWNER. Alternates may be accepted depending upon availability of OWNER funds. Bid alternates will be considered in determining the lowest, qualified, responsible, and responsive Bidder.
- G. Bid Schedules will be evaluated as follows:
 1. Discrepancies in the multiplication of quantities of Work items and unit prices will be resolved in favor of the unit prices.
 2. Prices written out in form shall govern over prices in numbers.
 3. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
 4. Bids shall not contain any recapitulations of or changes in the work to be done.

3.3 SUBCONTRACTORS, SUPPLIERS AND OTHERS

- A. Bidder shall not subcontract more than 75 percent of the dollar value of the total contemplated Work (except for the supply of materials and equipment) without OWNER's prior written approval.
- B. Conflict of interest pertaining to Subcontractors is described in Paragraph 6.05G of the General Conditions (Document 00 72 00).

3.4 CONTRACT SECURITY AND OTHER SUBMITTALS

- A. **Performance Bond (Document 00 61 13.13) and Payment Bond (Document 00 61 13.16):** The OWNER's requirements as to Performance and Payment Bonds are as set forth in PART 5 of the Supplemental General Conditions (Document 00 73 00). Specific requirements are set forth in the Performance Bond (Document 00 61 13.13) and the Payment Bond (Document 00 61 13.16).
 - 1. The form of the Bonds should be carefully examined by the Bidder.
 - 2. When the successful Bidder delivers the executed Construction Contract to OWNER, it must be accompanied by the required Performance and Payment Bonds.
- B. **Subcontractor and Supplier Report (Document 00 43 36):** One form is required for each schedule specified in the Bid Schedule (Document 00 43 00) within 24 hours of OWNER's request. The Subcontractor and Supplier Report (Document 00 43 36) shall list the name and address, of each Subcontractor who will perform work or labor or render service to the Bidder at the site of the Work, or a Subcontractor who, off the job site, will specially fabricate a portion of the Work or improvement according to detail Drawings. In each instance, the nature and extent of the Work to be sublet in an amount in excess of 2 percent of the Bid sum shall be described.
- C. **Bidder Status Report (Document 00 43 38):** One completed form shall be submitted.
- D. **Certificate of Insurance (Document 00 62 16):** The OWNER's requirements as to insurance are as set forth in part 5 of the General Conditions (Document 00 72 00). Certificate(s) of required insurance are to be submitted as attachments to Document 00 62 16.
- E. **Other Information:** When a determination has been made to award the Construction contract, Bidder is required, prior to the award or after the award, or both, to furnish such other information as the ENGINEER requests.

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

- A. The Contract Price identified in the Agreement (Document 00 52 00) represents the Cost of the Work which is to be paid by the OWNER to the CONTRACTOR. Adjustments to the Contract Price which are agreed to between the OWNER and the successful Bidder shall be effected by signing a Change Order concurrent with signing the Agreement.

3.6 SIGNING OF AGREEMENT

- A. Within 10 days after OWNER gives Notice of Intent to Award the Construction Contract to the successful Bidder, the Bidder shall pick up, sign and deliver the required number of copies of the Agreement (Document 00 52 00) and attached documents to OWNER with the required Bonds. A minimum of 3 originals will be signed. One executed original will be returned to the Bidder.
- B. Transfers, delegations or assignments of interests in the Contract Documents are prohibited, unless prior written authorization is received from the OWNER.
- C. At the time of Bidding, Bid Opening, and the signing of the Agreement (Document 00 52 00), and at all times during the Work, Bidder shall be properly licensed to do the Work and shall be in compliance with the contractor licensing laws of the State of Utah.

PART 4 MISCELLANEOUS

4.1 SUBSTITUTE OR "OR-EQUAL" ITEMS

- A. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings, Specifications and any Addenda.
- B. No application for substitutions or "or equal" items will be considered after bid opening until after CONTRACTOR signs the Agreement. If Bidder wishes to furnish or install a substitute or an "or-equal" item of material or equipment after the Effective Date of the Construction Contract, the procedure for submitting an application for substitution is set forth in Article 6.04 of the General Conditions (Document 00 72 00) and section 01 25 00 of the APWA Standard Specifications.

END OF DOCUMENT

00 22 03 Modifications to Instructions to Bidders

Add the following:

4.2 SUBCONTRACTOR, SUPPLIERS AND OTHERS

C. The following firms have been under contract to the OWNER in the design phase of the Work and therefore shall not be used as Subcontractors.

1. Design Consultant:

Kimley-Horn and Associates, Inc.

2. Surveying Consultant:

Diamond Land Surveying

KCI Technologies INC.

3. Other: N/A

4. Other: N/A

END OF DOCUMENT

BID FORMS

PART 1 GENERAL

1.1 BIDDER

- A. Name and address: _____

- B. Telephone number: _____
- C. Facsimile number: _____
- D. IRS Tax identification number: _____
- E. Bidder holds license number _____, issued by the Utah State Department of Commerce, Occupational and Professional Licensing Division, on the ____ day of _____, 20____. Bidder is licensed to practice as a Contractor. License renewal date is the __ day of _____, 20__.
- F. E-mail address: _____.

1.2 NOTICE

1. Pursuant to Section 58-55-501(8), Utah Code Annotated (UCA), 1953, as amended, it is unlawful to submit a bid for any work for which a license is required under Chapter 55 of Title 58, UCA, by a person or other business entity not licensed or excepted from licensure as a contractor under Chapter 55 of Title 58, UCA.

1.3 CONSTRUCTION CONTRACT

- A. Name of Project: ORCHARD DRIVE DRAINAGE IMPROVEMENTS
- B. Project Number: ENG-24-12-3

1.4 ADDENDA

- A. Bidder hereby acknowledges receipt of the following Addenda.

(list Addenda numbers here)

1.5 SUBMITTALS

- B. To bid for the Work, Bidder is required to submit:
1. This document (Document 00 41 00)

2. Bid Schedule (Document 00 43 00)
 3. Bid Security (Document 00 43 13)
 4. Certificate of Non-Discrimination (Document 00 45 36)
 5. Certificate of Non-Collusion (Document 00 45 19)
- B. After receiving notice from ENGINEER that Bidder's Bid is under consideration for award, the following documents are to be submitted subsequent to the Notice of Intent to Award.
1. Document 00 45 49: Bidder Status Report.
 2. Document 00 43 36: Subcontractor and Supplier Report.
 3. Document 00 61 13.13: Performance Bond.
 4. Document 00 61 13.16: Payment Bond.
 5. Document 00 62 16: Certificate(s) of Insurance required by Contract Documents.
 6. _____

1.6 DEFINITIONS

- A. **Bid Documents:** The Bid Documents consist of the Invitation to Bid, the Instructions to Bidders, any Supplementary Instructions to Bidders, this Bid form, any supplements (or post-bid supplements) attached to this Bid form, the Bid Schedule, any data listed by and limited to the provisions in the Geotechnical Data Document (Document 00 31 32), and the Bid Bond.
- B. **Bid Bond:** Document 00 43 13.

PART 2 COVENANTS

2.1 BIDDER TO ENTER INTO AN AGREEMENT

- A. **In General:** Bidder agrees, if this Bid is accepted, to enter into a Construction Contract with the OWNER to perform and furnish all work specified or indicated in the Contract Documents and at the Contract Time and the Contract Price identified in the Agreement (Document 00 52 00).
- B. **Change Order:** If it becomes necessary to further define the Work, Contract Price, Contract Time or some other portion of the Construction Contract prior to signing the Agreement Document (00 52 00), ENGINEER shall prepare a Change Order describing such change. The necessity for preparing such a Change Order is the OWNER's sole option. If the Change Order is acceptable to the Bidder, the Bidder agrees to execute the Change Order concurrent with the execution of the Agreement.

2.2 BIDDER ACCEPTS TERMS AND CONDITIONS

- A. Bidder accepts all of the terms and conditions of the Bid Documents, including without limitation those dealing with the disposition of Bid security.
- B. Bidder will pick up, sign and submit the Agreement (Document 00 52 00) with the Bonds and other documents required by the Agreement within 10 days after the date of OWNER's Notice of Intent to Award the Construction Contract.

2.3 REPRESENTATION OF BIDDER

- A. In submitting this Bid, Bidder represents, as more fully set forth in the Instructions To Bidders (Document 00 21 13), that:
 - 1. **Nature of the Work:** Bidder has become familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - 2. **Surface and Subsurface Conditions:** Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Geotechnical Data (Document 00 31 32) (if any).
 - 3. **Underground Utilities:** Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site.
 - 4. **Bidder Investigation:** Bidder has correlated the results of all observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - 5. **Discrepancy Resolutions:** Bidder has given ENGINEER written notice of all conflicts, errors or discrepancies that Bidder has discovered in the Contract Documents and acknowledges that all written resolutions thereof, issued by ENGINEER prior to Bid opening, are acceptable to Bidder.

2.4 OWNER'S RIGHTS AT BID AWARD

- A. Bidder agrees OWNER has the right to reject this Bid, or to award the Work or any part thereof to the undersigned at the prices stipulated. Bidder agrees to make no claim for damages for such rejection or award.
- B. If the Bid is rejected, then the Bid security shall be returned to the Bidder.
- C. If the Bid is accepted the OWNER will notify Bidder of OWNER's intent to award the Construction Contract to the Bidder. The Bidder shall have 10 days to sign the Agreement (Document 00 52 00) and any negotiated Change Order issued pursuant to Article 10.01 of the General Conditions (Document 00 72 00), and to deliver the same, together with the required Performance Bond and Payment Bond, to the OWNER. If Bidder fails to sign and deliver the Agreement or negotiated Change Order and the required Bonds, as specified, the Bid security,

at OWNER's option, shall be claimed and cashed and the amount thereof paid to OWNER as liquidated damages for the failure of the Bidder to comply with the terms of the Bid.

- D. Bidder agrees the Bid may be rejected if the submittals required by this Document or the Notice of Intent to Award are not submitted within the time listed in the Notice of Intent to Award.

2.5 NON-COLLUSION

- A. Bidder agrees the Bid is genuine. The Bid is not made in the interest of or on behalf of any undisclosed person, firm or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding.
- D. Bidder has not sought by collusion to obtain for itself any other advantage over any separate Bidder or over OWNER.

2.6 BID PRICING

- A. Bidder will complete the Work for the prices listed in the Bid Schedule (Document 00 43 00). Bidder agrees that quantities for Unit Price Work are not guaranteed. (Refer to Article 11.07 of the General Conditions (Document 00 72 00)).

2.7 SUBSTANTIAL COMPLETION, PROJECT COMPLETION AND LIQUIDATED DAMAGES

- A. Bidder agrees that the Work will be Substantially Complete and ready for Final Inspection on or before the expiration of the Contract Time indicated in the Agreement (Document 00 52 00).
- B. Bidder agrees the Work will be complete and ready for final payment in accordance with Article 14.09 of the General Conditions (Document 00 72 00) on or before the expiration of the Punch List Time indicated in the Agreement.
- C. Bidder accepts the provisions of the Agreement (Document 00 52 00) as to liquidated damages in the event of failure to complete the Work on time and in accordance with the Contract Documents.

PART 3 EXECUTIONS

3.1 EFFECTIVE DATE

- A. Bidder executes this Bid and declares it to be in effect as of the ____ day of _____, 20____.

3.2 BIDDER'S SUBSCRIPTION

A. Bidder's Signature: _____

B. Print Bidder's name here: _____

C. Title of person signing: _____

END OF DOCUMENT

00 43 00 Bid Schedule

PART 1 GENERAL

1.1 CONSTRUCTION CONTRACT

A. Name of Project: ORCHARD DRIVE DRAINAGE IMPROVEMENTS

B. Project Number: ENG-24-12-3

1.2 RELATED REQUIREMENTS

A. APWA 01 29 00: Payment Procedure.

1.3 SCHEDULES TO BE ADDED TO THE AGREEMENT

A. This Bid Schedule contains the schedules of prices which will be incorporated into the Agreement (Document 00 52 00) by reference.

1.4 PRICES

A. Contractor: _____

Item No.	Specification Reference Number Classification of Unit Price Work	Unit	Quantity	Unit Price	Amount
1	Progress Schedule	LS	1	\$	\$
2	Traffic Control	LS	1	\$	\$
3	Temporary Controls	LS	1	\$	\$
4	Mobilization	LS	1	\$	\$
5	Construction Layout and Surveying	LS	1	\$	\$
6	Remove Existing Asphalt Pavement	SF	13,956	\$	\$
7	Remove Existing Driveway Pavement	SF	60	\$	\$
8	Remove Existing Curb and Gutter and Waterway	LF	217	\$	\$
9	Adjust Water Valve to Grade and Install 12-Inch Concrete Collar	EA	2	\$	\$
10	Concrete Waterway	SF	92	\$	\$

11	Type E Curb and Gutter	LF	95	\$	\$
12	Type G Curb and Gutter	LF	100	\$	\$
13	Hot Mix Asphalt Concrete AC-20-DM-1/2	SF	13,956	\$	\$
14	Pavement Marking Paint White (2 Applications)	LF	500	\$	\$
15	Pavement Message (Paint)	EA	14	\$	\$
16	Precast Manhole Style B	EA	11	\$	\$
17	Precast Manhole 6' Diameter	EA	1	\$	\$
18	Curb Opening Frame and Grate	EA	7	\$	\$
19	15-Inch Reinforced Concrete Pipe	LF	531	\$	\$
20	18-Inch Reinforced Concrete Pipe	LF	150	\$	\$
21	24-Inch Reinforced Concrete Pipe	LF	977	\$	\$
22	Remove Pipe	LF	104	\$	\$
23	Remove Catch Basin	EA	3	\$	\$
24	Remove Combination Box	EA	1	\$	\$
25	Abandon Pipe	LF	10	\$	\$
26	Gutter – Inlet Barrier	EA	8	\$	\$
27	Silt Fence	LF	35	\$	\$
28	Service Line Utility Loop – Contingency	EA	5	\$	\$

1. Sum total of Base Bid = \$_____

1.5 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Measurement and calculation of quantities for payment to be as indicated in this section.
- B. Unit prices and lump sum amounts to include full compensation for furnishing all labor, materials, products, tools, equipment, transportation, services and incidentals; required for the erection, application or installation of an item of the work; overhead and profit, and performing all work shown in the drawings, and defined in the specifications, and/or stipulated herein.
- C. Payment covers the cost of incidental work which includes: Contractor quality control program; temporary facilities; pot hole excavations; miscellaneous dewatering; shoring as needed; dust control measures; developing and implementing an erosion control plan; constructing needed temporary access to construction areas; replacing top soil in disturbed areas; heating or providing other protection to keep concrete, grout, and earth backfill from freezing; demobilization; site cleanup; acquiring permits; coordination meetings; coordination with the ENGINEER, OWNER, property owners, utility companies; making connections to existing infrastructure to remain (e.g. pipe collars, glued connections); making internal connections (pipe to structure / grouted connections); and all other necessary work to install the proposed Work complete in place.
- D. **Base Bid:** Measurement and payment shall be in accordance with APWA 01 29 00 except as follows:
 - 1. **Bid Item No. 1 - Progress Schedule**
 - a. APWA Standard Specification Reference: APWA 01 32 16
 - b. Measurement: Lump Sum.
 - c. Payment Covers: All costs associated with preparation and submittal of a construction progress schedule for Engineer's use in determining if WORK can be Substantially Complete within the Contract Time. Also, costs associated with updating the progress schedule as required as WORK progresses
 - 2. **Bid Item No. 2 - Traffic Control**
 - a. APWA Standard Specification Reference: APWA 01 55 26.
 - b. Measurement: Lump Sum.
 - c. Payment Covers: Costs associated with all labor, materials, and equipment required to develop and implement a traffic control plan in accordance with requirements from Millcreek; maintain smooth vehicular traffic flow through the project area and designated alternate routes including, but not limited to barriers, signs,

electronic message boards, warning devices, flaggers, and cleaning roads to maintain a clean condition with no accumulation of dirt, debris or other foreign objects. Bid item also includes maintenance and removal of all temporary traffic control devices upon completion of a traffic control plan.

- d. Payment includes all labor, materials, and equipment required to maintain safe pedestrian access through the project area during construction including but not limited to signage, warning devices, PVC or polyethylene safety fencing. Coordination with local school district is required when school safe passage routes are impacted

3. **Bid Item No. 3 - Temporary Controls**

- a. APWA Standard Specification Reference: APWA 01 57 00.
- b. Measurement: Lump Sum.
- c. Payment Covers: All surface and subsurface temporary environmental controls and removal thereof at the construction site and related areas including, but not limited to temporary fencing, dewatering, stockpiling native material for reuse, inlet protection, and preparation and implementation of MS4 document.

4. **Bid Item No. 4 - Mobilization and Demobilization (Maximum 10% of Bid)**

- a. APWA Standard Specification Reference: APWA 01 71 13.
- b. Measurement: Lump Sum.
- c. Payment Covers: Cost of mobilization, temporary facilities, modifying and maintaining project sponsorship signs, pothole existing utilities, project site pre-construction video tape, and all necessary permits from Millcreek, the Utah Department of Transportation, Salt Lake City Public Utilities, Mt. Olympus Improvement District, and other applicable entities.
- d. The lump sum cost of Mobilization and Demobilization shall not exceed 10% of the total base bid. Any bid proposal that contains a bid for mobilization and demobilization greater than 10% of the total bid may be deemed unresponsive.
- e. Partial payments will be as follows:

Partial Payment	Amount	When Paid
1 st	25 percent of mobilization or 2.5 percent of original contract amount, whichever is less.	With 1 st estimate
2 nd	25 percent of mobilization or 2.5 percent of original	With 1 st estimate following completion of 5 percent of contract.

	contract amount, whichever is less.	
3 rd	25 percent of mobilization or 2.5 percent of original contract amount, whichever is less.	With 1 st estimate following completion of 10 percent of contract
4 th	25 percent of mobilization or 2.5 percent of original contract amount, whichever is less.	With 1 st estimate following completion of 20 percent of contract

5. **Bid Item No. 5 - Construction Layout and Surveying**

- a. APWA Standard Specification Reference: APWA 01 71 23.
- b. Measurement: Lump Sum.
- c. Payment Covers: All costs for labor, materials, equipment and appurtenances required to conduct construction surveying and staking as required within the limits of construction as shown on the project plans.
- d. Survey work to determine excavation quantities by a licensed professional measured on a cubic yard basis for acceptable excavated material is included in this pay item. The in-place volume of materials as computed by the average end areas shall be determined and computations submitted to the Engineer.

6. **Bid Item No. 6 - Remove Existing Asphalt Pavement**

- a. APWA Standard Specification Reference: APWA 02 41 14.
- b. Measurement: Square Feet.
- c. Payment Covers: All cost of labor, materials, equipment, and appurtenances required to remove and dispose of asphalt pavement from driveways as shown on the project plans. Excavation, saw cutting and backfill shall be considered incidental to removal of asphalt.

7. **Bid Item No. 7 - Remove Existing Driveway Pavement**

- a. APWA Standard Specification Reference: APWA 02 41 14.
- b. Measurement: Square Feet.
- c. Payment Covers: All cost of labor, materials, equipment, and appurtenances required to remove and dispose of asphalt pavement from driveways as shown on the project plans. Excavation, saw cutting and backfill shall be considered incidental to removal of asphalt.

8. **Bid Item No. 8 – Remove Existing Curb and Gutter and Waterway**
- a. APWA Standard Specification Reference: APWA 02 41 14.
 - b. Measurement: Linear Feet.
 - c. Payment Covers: All costs for labor, materials, equipment and appurtenances required to demolish, remove and dispose of all curb and gutter as required within the limits of construction as shown on the project plans. Saw cutting shall be considered incidental to removal of curb and gutter and waterway.
9. **Bid Item No. 9 – Adjust Water Valve to Grade and Install 12- Inch Concrete Collars**
- a. APWA Standard Specification Reference: 33 12 16
 - b. Measurement: Each
 - c. Payment Covers: All costs for labor, materials, equipment and appurtenances required to raise manholes, water valves, and water meters to grade and furnish and install 12-Inch concrete collars on all surface utilities that are located in paved areas after final placement of asphalt overlay.
10. **Bid Item No. 10 – Concrete Waterway**
- a. APWA Standard Specification Reference: APWA 32 16 13.
 - b. Measurement: Square Feet
 - c. Payment Covers: All costs for labor, materials, equipment, coordination, and appurtenances required to install concrete waterway as detailed in the plans and specified in Millcreek and APWA Standard Plans (APWA Plan 211) as shown on the project plans, complete and in place. Item includes UTBC.
11. **Bid Item No. 11 and 12 –Curb & Gutter**
- a. APWA Standard Specification Reference: APWA 32 16 13.
 - b. Measurement: Linear Feet (measured through driveways and curb inlets).
 - c. Payment Covers: All costs for labor, materials, equipment, coordination, and appurtenances required to install curb and gutter

as detailed in the plans and specified in Millcreek and APWA Standard Plans as shown on the project plans, complete and in place. Item includes UTBC.

12. **Bid Item No. 13 – Hot Mix Asphalt Concrete AC-20-DM-1/2**

- a. APWA Standard Specification Reference: APWA 32 12 16.
- b. Measurement: Square Feet
- c. Payment Covers: All costs for labor, materials, equipment, coordination, and appurtenances required to complete the 3" thick (minimum) asphalt concrete surface course for trench restorations including, but not limited to UTBC (8 inch thick min), bituminous material, aggregates, additive, tack coat, placing, compacting, compaction testing, and all incidentals necessary to complete this item. The contractor shall be required to provide independent laboratory testing to determine density and thickness. Payment for pavement restoration will be in accordance with section 33 05 25, 1.5 A MAXIMUM PAY WIDTH CHART. See APWA Plan 255 for detail.

13. **Bid Item No. 14 & 15 – Pavement Marking Paint**

- a. APWA Standard Specification Reference: APWA 32 17 23.
- b. Measurement: Linear Feet (pavement striping) / Each (pavement messages)
- c. Payment Covers: All costs of labor, materials, equipment and appurtenances required to install two (2) applications of pavement marking paint. Pay item shall include all words, striping, and other pavement markings as shown in the approved plans.

14. **Bid Items No. 16 & 17 – Precast Manhole**

- a. APWA Standard Specification Reference: APWA 33 41 00.
- b. Measurement: Each.
- c. Payment Covers: All costs for labor, materials, equipment, coordination and appurtenances required to construct a storm drain manhole with doghouse base manhole as per the project plans and APWA standard plans, complete and in place. Excavation, untreated base course, backfill material, and compaction shall be considered incidental to the installation of the manhole.
- d. Payment Excludes: Asphalt T-Patch since it is covered by a separate pay item.

15. **Bid Item No. 18 – Curb Opening Frame and Grate**

- a. APWA Standard Specification Reference: APWA 33 41 00.

- b. Measurement: Each.
- c. Payment Covers: All costs for labor, materials, equipment, coordination and appurtenances required to construct a single curb inlet and manhole as per Millcreek Standard Plans for Public Works Construction and as shown on the project plans, complete and in place. Excavation, untreated base course, backfill material, and compaction shall be considered incidental to the installation of storm drain inlets and manholes.

16. **Bid Item No. 19, 20, & 21– Storm Drain Pipe**

- a. APWA Standard Specification Reference: APWA 33 05 02, 33 41 00
- b. Measurement: Linear Feet
- c. Payment Covers: All costs for labor, materials, equipment, coordination, and appurtenances required to install storm drain pipe as shown in the project plans, complete and in place including but not limited to: excavation; shoring; trenching; pipe; connections; compaction; testing; coordination; looping of other utility service laterals; saw cutting; and backfill material including base course up to the bottom of the asphalt T-Patch, sidewalk, or other surface restoration called for in the plans.
- d. Payment Excludes: asphalt T-Patch (where needed) for existing areas as it is covered under a separate bid item.

17. **Bid Item No. 22 – Remove Pipe**

- a. APWA Standard Specification Reference: APWA 33 41 00
- b. Measurement: Linear Feet.
- c. Payment Covers: All costs for labor, materials, equipment, coordination, and appurtenances required to remove and dispose of pipe.

18. **Bid Item No. 23 & 24 – Remove Drainage Structure**

- a. APWA Standard Specification Reference: 33 41 00
- b. Measurement: Each.
- c. Payment Covers: All costs for labor, materials, equipment, coordination, and appurtenances required to remove and dispose of catch basin or combination box.

19. **Bid Item No. 25 – Abandon Pipe**

- a. APWA Standard Specification Reference: APWA 33 41 00
- b. Measurement: Linear Feet
- c. Payment Covers: All costs for labor, materials, equipment, coordination, and appurtenances required to abandon pipe. Flow fill required if pipe will remain under any paved surfaces.

20. **Bid Item No. 24 – Service Line Utility Loop – Contingency**

- a. APWA Standard Specification Reference: APWA 33 11 00.
- b. Measurement: Each.
- c. Payment Covers: All costs for labor, materials, equipment, coordination, and appurtenances required to install water main loop as shown in the project plans and APWA standards plans, complete and in place. Payment includes trenching, and backfill material.
- d. Payment Excludes: Asphalt T-Patch since it is covered by a separate pay item.

END OF DOCUMENT

PART 1 GENERAL

1.1 PROCEDURE

- A. The Bid Bond should be submitted on AIA Document A310, as published by the American Institute of Architects, 1736 N.Y. Ave. N.W., Washington, D.C. 20006. If said form is not reasonably available, bid security may be submitted on another form, provided the same is acceptable to the OWNER and approval of said form is obtained by Bidder prior to submitting Bid.

END OF DOCUMENT

SUPPLEMENTS TO BID FORMS

00 43 36 Subcontractor and Supplier Report

PART 1 GENERAL

1.2 BIDDER

- A. Name and address: _____

- B. Telephone Number: _____

1.3 CONSTRUCTION CONTRACT

- A. Name of Project: ORCHARD DRIVE DRAINAGE IMPROVEMENTS
- B. Project Number: ENG-24-12-3

PART 2 REPORT

2.1 SCHEDULE OF PRICES

- A. The Bidder shall submit a separate copy of this form for each separate schedule of prices listed in the Bid Schedule (Document 00 43 00). The information provided on this form is applicable to the schedule of prices known as

2.2 SUBCONTRACTORS AND SUPPLIERS

- A. Failure of the Bidder to specify a Subcontractor for any portion of the Work constitutes an agreement by the Bidder that the Bidder is fully qualified to perform that portion, and that Bidder shall perform that portion. Bidder must have the written consent of OWNER to substitute for any of the Subcontractors or Suppliers designated below or to employ any Subcontractor or Supplier which is not listed below.
- B. Bidder will be fully responsible to OWNER for the acts and omissions of Subcontractors and Suppliers and of persons either directly or indirectly employed by them, as Bidder is for the acts and omissions of persons employed by Bidder directly.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or Supplier and the OWNER. Bidder agrees each subcontract with Bidder's Subcontractor will disclaim any third party or direct relationship between OWNER and any Subcontractor or Supplier.

- D. The names and addresses of the Subcontractors who will work under the terms of the Contract Documents and the estimated dollar amount of each subcontract (in excess of 2 percent of the Bid sum) are as follows:

	Name of Subcontractor	Nature and Extent of Work to be Sublet	Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

TOTAL \$ _____

A supplemental sheet is attached? Yes [] No. []

- E. **Suppliers:** The names and addresses of the Suppliers who will work under the terms of the Contract Documents and the estimated dollar amount of each subcontract (in excess of 2 percent of the Bid sum) are as follows:

	Name of Supplier	Nature and Extent of Work to be Sublet	Amount
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

TOTAL \$ _____

A supplemental sheet is attached? Yes [] No. []

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this Subcontractor and Supplier report and declares it to be a supplement to the Bid (Document 00 41 00) and in effect as of _____, 20_____.

3.2 BIDDER'S SUBSCRIPTION

- A. Bidder's signature:

- B. Please print Bidder's name here:

- C. Title of person signing:

END OF DOCUMENT

00 43 38 Bidder Status Report

PART 1 GENERAL

1.1 BIDDER

- A. Name and address: _____

- B. Telephone number: _____
- C. E-mail address: _____

1.2 CONSTRUCTION CONTRACT

- A. Name of Project: ORCHARD DRIVE DRAINAGE IMPROVEMENTS
- B. Project Number: ENG-24-12-3

PART 2 REPORT

2.1 BIDDER STATUS REPORT

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

- Telephone Number: _____

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this status report and declares it to be a supplement to the Bid (Document 00 41 00) and in effect as of _____, 20____.

3.2 BIDDER'S SUBSCRIPTION

- A. Bidder's Signature:

- B. Please print Bidder's name here:

- C. Title of person signing:

END OF DOCUMENT

PART 1 GENERAL

1.1 BIDDER

- A. Name of Project: ORCHARD DRIVE DRAINAGE IMPROVEMENTS
- B. Project Number: ENG-24-12-3

1.2 AFFIDAVIT

STATE OF _____)
 : ss.
COUNTY OF _____)

The undersigned, being first duly sworn, avers as follows:

1. As a condition precedent to the award by Millcreek of a contract for the construction of the project referenced above, I,
- _____, (owner)(partner)(officer)(authorized agent)
- of _____ (business name of bidder),
- do solemnly swear that neither I, nor to the best of my knowledge, any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on said project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized or unlawful under the laws and regulations of the State of Utah or of Millcreek.

2. Dated this _____ day of _____, 20____.

BIDDER

By _____

Title _____

Subscribed and sworn to before me, a Notary Public in and for said county and state, this _____ day of _____, 20____.

Residing in: _____

Commission Expires:

END OF DOCUMENT

5. In the event of my noncompliance with this certificate or with any nondiscrimination requirements of national, state or local law or regulation, I consent to the termination of the contract for construction of the project referenced above should I and my firm receive award of said contract.
6. DATED this _____ day of _____, 20____.

BIDDER

By: _____

Title: _____

STATE OF _____)

: ss.

COUNTY OF _____)

Subscribed and sworn to before me, a Notary Public in and for said County and State,
this _____ day of _____, 20____.

Commission Expires:

Residing in _____

END OF DOCUMENT

CONTRACT FORMS

AGREEMENT FORM

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: _____
- B. Address: _____
- C. Telephone number: _____
- D. Facsimile number: _____
- E. E-Mail addresses: _____

1.2 OWNER

- A. Millcreek, a municipal corporation of the State of Utah, 1330 E Chambers Ave, Millcreek, Utah 84106.

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

ORCHARD DRIVE DRAINAGE IMPROVEMENTS

1.4 ENGINEER

- A. Dan Drumiler, P.E., or his designee is the Engineer who has the rights, authority and duties assigned to Engineer in the Contract Documents; provided, however, Engineer shall not have authority to increase the contract price to an amount that exceeds the amount budgeted for the project by the Owner for the Project.

1.5 AGREEMENT PERFORMANCE

- A. The Contractor shall perform everything required to be performed by Contractor in the Contract Documents, shall provide and furnish all labor, tools and equipment, and shall furnish and deliver all materials not specifically stated in the Contract Documents as being furnished by the Owner, to complete all the work necessary to complete the Project in Millcreek, State of Utah, in the best and most workmanlike manner and in strict conformity with the provisions of this Agreement. The plans and specifications and the proposals are hereby made a part of the agreement as fully and to the same effect as if the same had

been set forth at length in the body of this Agreement. In the event of inconsistencies within or among parts of this Agreement, the Contract Documents or among Contract Documents, this Agreement, and applicable standards, codes, and references to previous versions of the Manual of Standard Specifications or Manual of Standard Plans, the Contractor shall (i) provide the better quality or greater quantity of work; or (ii) comply with the more stringent requirement; either or both in accordance with Engineer's interpretation.

- B. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and

control of the work shall be construed so as to make effective this provision. It is agreed that the status of the Contractor under this agreement is that of Independent Contractor rather than that of an Employee of the Owner. Accordingly, the Contractor, in performance of his obligations hereunder, is independent and free from control of the Owner in all that pertains to the execution of the work and shall perform the work according to the Contractor's own methods without being subject to the rule, control or direction of the Owner or its representatives, save and except as to the results obtained. The finished work and the materials furnished must, however, conform strictly to this contract, the proposal, and the plans and specifications, and are subject to the final approval of the Owner and its authorized representatives, who may exert such direction and control thereof as may be necessary to achieve that conformity. All provisions in the specifications with respect to the direction and control of the work shall be construed so as to make effective this provision.

PART 2 *TIME AND MONEY CONSIDERATIONS*

2.1 CONTRACT PRICE

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, and the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character. The Owner shall pay the Contractor, as full consideration for the performance of this contract, the contract bid price per item as shown in the proposal, for the quantities of work actually performed and accepted.
- B. The Contract Price is: _____
- C. Dollars (\$ _____)

2.2 CONTRACT TIME

- A. The work shall commence on the date set forth in the written Notice to Proceed from the Owner or its agent to Contractor and shall be completed and ready for Owner's substantial completion inspection within **365** calendar days from the date of such notice.
- B. Any time specified in work sequences in the Summary of Work (Section 01 11 10) shall be a part of the Contract Time.

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 30 calendar days after the date Contractor receives Engineer's Final Inspection Punch List unless exemptions of specific items are granted by Engineer in writing or an exception has been specified in the Contract Documents.
- B. Permitting the Contractor to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the Owner of any of Owner's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

- A. **Late Completion:** Time is the essence of the Contract Documents. Contractor agrees that Owner will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions (Document 00 72 00). Contractor and Owner agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, Contractor agrees to pay to Owner the amount of \$1,000 for each calendar day that extends after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
- B. **Survey Monuments:** No land survey monument will be disturbed or moved until Engineer has been properly notified and the Engineer's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that Contractor will pay as liquidated damages the sum of \$1,000 to cover such damage and expense.
- C. **Interruption of Public Services:** No interruption of public services shall be caused by Contractor, its agents or employees, without the Engineer's and Owner's prior written approval. Owner and Contractor agree that in the event Owner suffers damages from such interruption, liquidated damages as stipulated above shall not be deemed to be a limitation upon Owner's right to recover the full amount of damages.
- C. **Deduct Damages from Moneys Owed Contractor:** Owner shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the Contractor. To the extent that the liquidated damages exceed any amounts that would otherwise be due the Contractor, the Contractor shall be liable for such amounts and shall return such excess to the Owner.

2.5 RETAINAGE

- A. **Retainage is Owner's Option:** Owner may, in its sole discretion, retain five (5) percent of the value of all Work done and materials or equipment supplied as part security for the fulfillment of the Construction Contract by the Contractor. If, in Engineer's opinion, the Work is proceeding in accordance with Contractor's approved progress schedule, and all progress schedule submittals are current and up to date, and all required payrolls, Shop Drawings, and miscellaneous submittals are current and up to date, the Owner may choose not to withhold retainage.
1. **Reducing the Retainage:** As the Work nears completion and solely at the Engineer's discretion, the Owner may reduce the retainage to an amount more in line with the Work actually remaining.
 2. **Retainage Held Until Final Payment:** The Owner reserves the right to retain all amounts previously withheld or due the Contractor, including liquidated damages, until all Punch List items are complete. However, at Engineer's sole option, Engineer may authorize the release of up to all retained amounts except any liquidated damages and double Engineer's best estimate of the Contractor's cost to complete all remaining Punch List items.
- B. **Interest:** Except for money retained for items not provided or installed in accordance with the Contract Documents, any money retained by the Owner will be placed in an interest-bearing account held by the Owner in its Utah State Treasury Pool. The interest accrued thereon shall be the only interest paid to Contractor on the money retained and will be due and payable to the Contractor when the retained monies are paid.

2.6 PAYMENT PROCEDURES

- A. **Progress Payments:** Contractor shall submit Applications for Payment in accordance with Part 14 of the General Conditions (Document 00 72 00) and Section 01 29 00 (Payment Procedure). Payment will become due or payable only for items provided or installed by Contractor. If required by the Owner, any request or application by the Contractor for a partial payment shall be accompanied and supported by data establishing payment or satisfaction of all Contractor obligations for payroll, bills for materials and equipment, and other indebtedness, with such data establishment to be evidenced by receipts, releases and waivers of lien, arising out of the contract, to the extent and in such form as may be designated as acceptable and satisfactory by the Owner. The Owner may require such data, including but not limited to, and executed, completed lien waiver and release from all subcontractors, lower-tier subcontractors and suppliers. The submission of these items, if requested by the Owner with the Contractor's application or request for a partial payment shall constitute a condition precedent to the Contractor's right to any such partial payment, and any particular application or request for partial payment

submitted without these items, if so requested by the Owner, shall be deemed incomplete.

1. **Withholding Payment:** Owner reserves the right to withhold payment from Contractor for noncompliance with any provision of the Contract Documents.
 2. **Price Adjustments:** Owner will consider making partial payment to the Contractor for certain nonconforming work in advance of any negotiated settlement reached between the Contractor and the Owner, provided the Contractor requests in writing that this be done. Contractor agrees that any such payments made by the Owner are "payments in advance" and that any money which becomes due when the final settlement is negotiated will not constitute payments "withheld" or "retained" under State law.
- B. **Final Payment:** After completion of all Work and Punch List items, Owner shall pay the Contract Price due after deducting therefrom all previous payments, unit price quantity adjustments, penalties, liquidated damages, and other amounts to be retained. All prior progress payments shall be subject to correction in the final payment. The final payment shall not be due and payable until the expiration of 30 days from approval of the request for final payment of Contractor by Engineer and Owner. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Owner to the Contractor when the work has been completed, the contract fully performed, and a final certificate for payment has been issued by the Engineer. Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Owner through the Engineer, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment, and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the contract, to the extent and in such form as may be designated by the Owner. If after substantial completion of the work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of change orders affecting final completion, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for work not fully completed or corrected is less than the retainage stipulated in the contract documents, and if bonds have been furnished, the written consent of the Surety of the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing payments as heretofore set forth, except that it shall not

constitute a waiver of claims. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) unsettled liens; (2) faulty or defective work; (3) failure of the work to comply with the requirements of the contract documents; or (4) terms of any special warranties required by the contract documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment. All provisions of this agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment.

1. **Submittal:** Final payment shall not be made until the Contractor has delivered and Engineer has accepted all submittals specified in Article 14.8 of the General Conditions (Document 00 72 00).
2. **Owner Released From Claims:** The payment and acceptance of the final Contract Price due and the adjustment and payment for any Work done in accordance with any alterations of the same, shall release the Owner from any and all claims of Contractor on account of Work performed under the Contract Documents or any Modification thereof, except for those claims specifically agreed to as reserved and unresolved by the Owner.

2.7 EXTRA WORK

- A. No money will be paid to the Contractor for any additions, deletions or revisions in the Work as stipulated in Article 10.1 of the General Conditions (Document 00 72 00), unless a contract Modification for such has been made in writing and validly executed by the Owner and Contractor.

PART 3 COVENANTS

3.1 ASSIGNMENT NOT BINDING WITHOUT WRITTEN CONSENT

- A. Owner and Contractor agree no assignment of any right or interest in the Contract Documents will be made without the written consent of the Owner and the Contractor. No assignment will release or discharge the Owner or the Contractor from any duty or responsibility under the Contract Documents unless specifically stated to the contrary in any written consent to an assignment.
- B. Contractor shall make no assignment of money that is due without the Owner's written consent (except to the extent that the effect of this restriction may be limited by Law or Regulation).

3.2 BINDING TERMS

- A. The Agreement, with all its forms, plans, specifications and stipulations, shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

3.3 INDEMNIFICATION

- A. Provisions concerning indemnification are set forth in Article 6.17 of the General Conditions (Document 00 72 00) as modified by Supplemental Conditions (Document 00 73 00).

3.4 DISPUTE RESOLUTION

A. In General:

1. Unless a decision shall be held by an appropriate court of law to have been procured by fraud or to be arbitrary and capricious or so grossly erroneous as necessarily to imply bad faith, any factual decision made under this Article shall be final and binding in any suit or action arising under this Construction Contract, including any actions by Contractor or others against Owner or any of Owner's agents, consultants, or employees.
2. Compliance with provisions of this Article shall be a condition precedent prior to any legal action by the Contractor or any of Contractor's Subcontractors and Suppliers against Owner or any of Owner's agents, consultants, or employees.
3. The provisions of this Article shall not preclude or limit judicial review of issues of law.

- B. **Disputes Not Related to the Guarantee of the Work:** Any dispute arising under the Construction Contract concerning a question of fact, not related to the guarantee of the Work (Part 13 of the General Conditions (Document 00 72 00)), which is not disposed of by contract Modification shall be decided pursuant to the following procedure.

1. Any decision by Engineer interpreting the requirements of the Contract Documents may be appealed in writing to the Engineer. The Engineer's decision shall be reduced to writing and a copy shall be mailed or otherwise furnished to the Contractor. The decision of Engineer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to Engineer a written appeal to the Owner.

2. Within 15 days from the receipt of any such appeal, the City Administrator shall issue a decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the City Administrator shall be final and conclusive unless, within 15 days from the date of receipt of such decision, the Contractor mails or otherwise furnishes to the City a written appeal to a Dispute Committee.
 3. The Dispute Committee shall consist of the Owner's Attorney, the Mayor, and an independent engineer selected by the Owner.
 4. Said Committee shall have authority to investigate the appeal.
 5. The decision of said Committee shall be rendered in writing within 15 days from receipt of the appeal and mailed or otherwise delivered to the Contractor.
 6. The decision of said Committee shall be the final binding interpretation of the facts which are the subject of the appeal.
- A. **Disputes Related to the Guarantee:** Except as otherwise provided by contract Modification, any dispute concerning a question of fact involving or arising out of the guarantee required by the Contract Documents (Article 13.1 of the General Conditions (Document 00 72 00)), which is not disposed of by contract Modification shall be decided pursuant to the provisions of Paragraph 3.4B above.
- B. **Work During Appeal:** Notwithstanding the pendency of any protest or appeal provided above, Contractor shall, if so ordered by Engineer, proceed with the Work under the Contract Documents according to Engineer's direction and according to the decision on any appeal. The existence of a claim or protest shall not excuse Contractor from the requirements of the Contract Documents, including, but not limited to, the Contract Time.
- C. **Appeals of Termination or Suspension:** Any decision of Owner to terminate or suspend the Work shall not be subject to the provisions of this Article.

3.5 ATTORNEY'S FEES.

- A. In the event that either party institutes any action or proceeding against the other relating to the breach of any term of this agreement, then the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of such action including reasonable attorney fees, incurred therein by the successful party.

3.6 CONTRACTOR'S REPRESENTATIONS.

The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- A. that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- B. that it is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- C. that it is authorized to do business in the State of Utah and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the Project;
- D. that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents; and
- E. that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill and diligence of such a contract.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the work called for hereunder.

3.7 SPECIAL PROVISIONS REGARDING NONFUNDING

The Contractor specifically understands and agrees that funds are not presently available for performance of this Agreement beyond the end of Owner's fiscal year, which is June 30, 2023. Each party's obligation for performance of this Agreement beyond such date is contingent upon funds being budgeted and appropriated for payment with respect to this Agreement. If no such funds or insufficient funds are appropriated and budgeted in any fiscal year, or if there is a reduction in appropriation due to insufficient revenues, resulting in insufficient funds for the payments due or about to become due under this Agreement, then this Agreement shall create no obligation on the parties as to such fiscal years (or any succeeding fiscal year), and all

obligations thereunder shall terminate and become null and void on the first day of the fiscal year on which funds were not budgeted or appropriated or in the event of reduction in appropriation on the last day before the reduction became effective (except as those portions of payments herein then agreed upon for which funds are appropriated and budgeted.) Such said termination shall not be construed as a breach of or a default under this Agreement and such termination shall be without penalty, additional payment, or other charges of any kind whatsoever to Contractor and no right of action or damage or other relation shall accrue to the benefit of the Contractor as to this Agreement, or any portion thereof, which may so terminate and become null and void.

3.8 CONTRACT DOCUMENTS.

Contract Documents include:

1. Manual of Standard Specifications, 2017 Edition, published by Utah LTAP Center, Utah State University (Utah APWA)
2. Manual of Standard Plans, 2017 Edition, published by Utah LTAP Center, Utah State University (Utah APWA)
3. and those documents included in the term "Contract Documents" as defined therein.

PART 4 EXECUTION

4.1 EFFECTIVE DATE.

- A. Owner and Contractor executed this Agreement and declared it in effect as of the _____ day of _____, 2024.

IN WITNESS WHEREOF, we have hereunto set our hands on the day and year first above written:

MILLCREEK, OWNER

By _____

Jeff Silvestrini, Mayor

Attest:

Elyse Greiner, CMC City Recorder

Approved as to form:

John N. Brems, City Attorney

[Contractor]

By_____

Its_____

Attest:

By_____

END OF DOCUMENT

BONDS AND CERTIFICATES

00 61 13.13 Performance Bond

PART 1 GENERAL

1.1 BOND

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

1.2 SURETY

- A. Name and address: _____

- B. Telephone number: _____.
- C. Facsimile number: _____.

1.3 CONTRACTOR

- A. Name and address: : _____

- B. Telephone number: _____.
- C. Facsimile number: _____.

1.4 OWNER

- A. Millcreek, a political subdivision of the State of Utah, 1330 E Chambers Ave,
Millcreek, Utah 84106.

1.5 CONSTRUCTION CONTRACT

- A. Name of Project: ORCHARD DRIVE DRAINAGE IMPROVEMENTS.
- B. Project Number: ENG-24-12-3

1.6 DEFINED TERMS

- A. Terms used in this performance Bond which are defined in Article 1.01 of the
General Conditions (Document 00 72 00) will have the meanings indicated in the
General Conditions.

2.1 SURETY'S AND CONTRACTOR'S RELATIONSHIP

- A. Surety and CONTRACTOR, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Construction Contract, whether awarded or about to be awarded.
- B. If CONTRACTOR performs the Construction Contract, the surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences indicated in Article 2.03.

2.2 NOTICE

- A. Notice to the surety, the OWNER or the CONTRACTOR shall be sent by certified mail, return receipt requested, or hand delivered to the address shown on this Bond agreement. The date received at the address shown on this agreement shall be the date of actual notice to the surety, the OWNER, or the CONTRACTOR, however accomplished.

2.3 PROCEDURE TO INVOKE SURETY'S OBLIGATION

- A. If the CONTRACTOR fails to perform or to comply with the terms of the Construction Contract, and such failure to perform or to comply has not been waived by the OWNER, the OWNER may notify the CONTRACTOR and the surety, at their addresses described above, that the OWNER is considering declaring the CONTRACTOR in default.
- B. Before declaring the default, the OWNER must request and attempt to arrange a conference with the CONTRACTOR and the surety to be held at a time and place required by the OWNER to discuss methods of performing the Work.
- C. If the CONTRACTOR does not attend the conference and/or provide adequate assurance of intent and ability to perform the Work as required by the Construction Contract, the OWNER may declare the CONTRACTOR in default and formally terminate the CONTRACTOR's right to complete the Work. Such default shall not be declared earlier than 10 days after the CONTRACTOR and the surety have received actual notice as provided in Paragraph 2.02A.
- D. If the Contract with the CONTRACTOR is terminated, the OWNER agrees to pay the unpaid Balance of the Contract Price to the surety for completion of the Work in accordance with the terms of the Construction Contract or to a contractor selected by the surety to perform the Work in accordance with the terms of the Construction Contract.

2.4 SURETY'S OPTIONS AT CONTRACTOR TERMINATION

- A. **Surety Completes the Work:** The surety may undertake to perform and complete the Work itself, through its agents or through independent contractors.

- B. **Surety Obtains Bids or Proposals:** The surety may obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Work.
1. Such bids or proposals shall be prepared by the surety for execution by the OWNER and the contractor selected.
 2. Surety shall secure the contract with performance and payment Bonds executed by a qualified surety equivalent to this performance Bond and the payment Bond; and
 3. Surety shall pay to the OWNER the amount of damages as described in Paragraph 2.06 in excess of the balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR's default.
- C. **Surety to Pay OWNER:** Surety may determine the amount for which surety believes it may be liable to pay, and tender payment therefor to the OWNER. OWNER has sole discretion to accept payment. If the OWNER refuses the tendered payment, or the surety has denied liability in whole or in part, the OWNER shall be entitled without further notice to surety to enforce any remedy available to the OWNER.

2.5 SURETY'S OBLIGATIONS

- A. After the OWNER has terminated the CONTRACTOR's right to complete the Construction Contract, and if the surety elects to complete the Construction Contract as indicated in Article 2.04, then the responsibilities of the surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the surety shall not be greater than those of the OWNER under the Construction Contract.
- B. To the limit of the surety's obligations under this Bond, but subject to commitment by the OWNER to pay all valid and proper payments made to or on behalf of the CONTRACTOR under the Construction Contract, the surety is obligated, without duplication, for:
1. the responsibilities of the CONTRACTOR for correction of Defective Work and completion of the Construction Contract;
 2. design professional and delay costs resulting from the CONTRACTOR's default, and resulting from the actions or failure to act of the surety under Article 2.04; and
 3. liquidated damages which may become due for any reason.

2.6 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A. The surety and the OWNER shall not be liable to others for obligations of the CONTRACTOR that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or changed on account of any such unrelated obligations.

- B. No right of recovery on this Bond shall accrue to any person or entity other than the OWNER or its administrators, or successors.

2.7 WAIVER OF NOTICE BY SURETY OF CHANGES

- A. Surety agrees that no modifications, omissions, or additions in or to the terms of the Construction Contract, including, but not limited to, Contract Price, Contract Time, scope of the Work, the plans or specifications, or to related subcontracts, purchase orders, and other obligations, shall affect the obligations of surety under this Bond. Surety hereby waives notice of any such change or changes.

2.8 VENUE

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

2.9 TIME LIMIT FOR SUITS ON BOND

- A. No suit or action by OWNER to recover on this Bond may be sustained unless it shall be commenced within 2 years of the date of Substantial Completion.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Surety and CONTRACTOR execute this Bond agreement and declared it to be in effect as of the ____ day of _____, 20 ____.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Type of organization: _____
(corporation, partnership, individual, etc.)
- B. If CONTRACTOR is a corporation, attach a corporate resolution evidencing CONTRACTOR's authority to sign.
- C. CONTRACTOR's signature: _____
- D. Please print name here: _____
- E. Title of person signing: _____
- F. **Corporate Acknowledgement:** In the County of _____, State of _____, on the ____ day of _____, 20 ____, personally appeared before me _____ and _____, who, being by me duly sworn did say that they are the _____, and _____, of _____, a (state) _____ corporation, and that the foregoing instrument was signed in behalf of said

corporation by authority of a resolution of its board of directors; and said persons acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Commission Expires:
Residing in:

G. **Partnership Acknowledgement:** In the County of _____, State of _____, on the _____ day of _____, 20____, personally appeared before me _____, who, being by me duly sworn on oath did say that _____ is a partner in _____ partnership and that the foregoing instrument was signed pursuant to authorization of the partnership.

NOTARY PUBLIC

Commission Expires:
Residing in:

H. **Business Name Acknowledgement:** In the County of _____, State of _____, on the _____ day of _____, 20____, personally appeared before me _____, who, being by me duly sworn did say that the foregoing instrument was signed with proper authority on behalf of _____, dba _____.

NOTARY PUBLIC

Commission Expires:

Residing in:

- I. **Individual Acknowledgement:** In the County of _____, State of _____, on the ____ day of _____, 20____, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same.

NOTARY PUBLIC

Commission expires:

Residing in:

3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Attach evidence of surety's corporate authority to sign.
- B. Surety's signature:
- C. Please print name here:
- D. Title of person signing:
- E. **Acknowledgment:** In the County of _____, State of _____, on this ____ day of _____, 20____, before me, the undersigned notary, personally appeared _____, who proved to me his/her identity through documentary evidence in the form of a _____ to be the person whose name is signed as the authorized surety, and acknowledged to me that this document was signed voluntarily for its stated purpose.

NOTARY PUBLIC

Commission expires:

Residing in:

END OF DOCUMENT

Performance Bond

00 61 13.13 - 6

00 61 13.16 Payment Bond

PART 1 GENERAL

1.1 BOND

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

1.2 SURETY

- A. Name and address: _____
- _____
- _____
- _____
- B. Telephone number: _____
- C. Facsimile number: _____

1.3 CONTRACTOR

- A. Name and address: _____
- _____
- _____
- _____
- B. Telephone number: _____
- C. Facsimile number: _____

1.4 OWNER

- A. Millcreek, a political subdivision of the State of Utah, 1330 E Chambers Ave,
Millcreek, Utah 84106.

1.5 CONSTRUCTION CONTRACT

- A. Name of Project: ORCHARD DRIVE DRAINAGE IMPROVEMENTS
- B. Project Number: ENG-24-12-3

1.6 DEFINED TERMS

- A. Terms used in this payment Bond which are defined in Article 1.01 of the
General Conditions (Document 00 72 00) will have the meanings indicated in the
General Conditions.

2.1 SURETY AND CONTRACTOR RELATIONSHIP

- A. Surety and CONTRACTOR, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Construction Contract, whether awarded or about to be awarded.
- B. If CONTRACTOR performs the Construction Contract, the surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences indicated in Article 2.03.
- C. The premium charged CONTRACTOR by surety for this Bond is \$_____ for its term.

2.2 NOTICE

- A. Notice to the surety, the OWNER or the CONTRACTOR shall be sent by certified mail, return receipt requested, or hand delivered to the address shown on this Bond agreement. The date received at the address shown on the agreement shall be the date of actual notice to the surety, the OWNER or the CONTRACTOR, however accomplished.

2.3 CONDITIONS OF SURETY'S LIABILITY

- A. This Bond is executed in accordance with and for the purpose of complying with the laws of the State of Utah, and shall inure to the benefit of any and all persons who perform labor or furnish materials to be used in or for the Work described in the Construction Contract.
- B. With respect to the OWNER, this Bond agreement shall be null and void if the CONTRACTOR or surety promptly takes the following actions:
 - 1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2. Defends, indemnifies and saves harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Work, provided the OWNER has tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the surety.

2.4 SURETY'S OPTION TO SETTLE CLAIMS

- A. When a Claimant has submitted a claim against OWNER or surety under this Bond, the surety shall promptly and at the surety's expense take the following actions:
 - 1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

2. Pay or arrange for payment of any undisputed amounts.

2.5 USE OF FUNDS

- A. Amounts owed by OWNER to CONTRACTOR under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, against the Performance Bond (Document 00 61 13.13) By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Work are dedicated as follows:
 1. The OWNER has first priority to use the funds for the completion of the Work.
 2. The CONTRACTOR and the surety have second priority to use the funds to satisfy the obligations of the CONTRACTOR and the surety under this Bond.

2.6 UNRELATED OBLIGATIONS OF THE CONTRACTOR

- A. The surety and the OWNER shall not be liable to Claimants or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract.
- B. The OWNER shall not be liable for payment of any damages, costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

2.7 WAIVER OF NOTICE BY SURETY OF CHANGES

- A. Surety agrees that no modifications, omissions, or additions in or to the terms of the Construction Contract, including, but not limited to, Contract Price, Contract Time, scope of the Work, the plans of specifications, or to related subcontracts, purchase orders, and other obligations, shall affect the obligations of surety under this Bond. Surety hereby waives notice of any such change or changes.

2.8 VENUE AND CHOICE OF LAW

- A. Any suit or action commenced by a Claimant under this Bond shall be for action in a court of competent jurisdiction in the County of Salt Lake, State of Utah.
- B. The terms and conditions of this Bond shall be construed under, and enforced according to the laws of the State of Utah.

2.9 TIME LIMIT FOR SUITS ON BOND

- A. No suit or action by OWNER to recover on this Bond may be sustained unless it shall be commenced within 2 years of the date of Substantial Completion.

2.10 COPIES OF THIS BOND

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Surety and CONTRACTOR executed this Bond agreement and declared it to be in effect as of the ____ day of _____, 20__.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Type of organization: _____
(corporation, partnership, individual, etc.)
- B. Attach a corporate resolution evidencing CONTRACTOR's authority to sign.
- C. CONTRACTOR's signature: _____
- D. Please print name here: _____
- E. Title: _____
- F. **Corporate Acknowledgement:** In the County of _____, State of _____, on the ____ day of _____, 20__, personally appeared before me _____ and _____, who, being by me duly sworn did say that they are the _____, and _____ of _____, a (state) _____ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said persons acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

Commission expires:

Residing in:

- G. **Partnership Acknowledgement:** In the County of _____, State of _____, on the ____ day of _____, 20__, personally appeared before me _____ who, being by me duly sworn on oath did say that _____

is a partner in _____partnership and that the foregoing instrument was signed pursuant to authorization of the partnership.

NOTARY PUBLIC

Commission expires:
Residing in:

H. **Business Name Acknowledgement:** In the County of _____,
State of _____, on the ____ day of _____, 20____,
personally appeared before me _____,
who, being by me duly sworn did say that the foregoing instrument was signed
with proper authority on behalf of _____ dba
_____.

NOTARY PUBLIC

Commission expires:
Residing in:

I. **Individual Acknowledgement:** In the County of _____,
State of _____, on the ____ day of _____, 20____,
personally appeared before me _____,
_____, the signer of the foregoing instrument, who duly
acknowledged to me that he/she executed the same.

NOTARY PUBLIC

Commission expires:
Residing in:

3.3 SURETY'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. Attach evidence of surety's corporate authority to sign.
- B. Surety's signature: _____
- C. Please print name here: _____
- D. Title of Person Signing: _____
- E. Acknowledgment: In the County of _____, State of _____, on this ____ day of _____, 20____, before me, the undersigned notary, personally appeared _____, who proved to me his/her identity through documentary evidence in the form of a _____ to be the person whose name is signed as the authorized surety and acknowledged to me that this document was signed voluntarily for its stated purpose.

NOTARY PUBLIC

Commission expires:

Residing in:

END OF DOCUMENT

00 62 16 Certificate(s) of Insurance

PART 4 GENERAL

1.1 PROCEDURE

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

END OF DOCUMENT

CONDITIONS OF THE CONTRACT

GENERAL CONDITIONS

00 72 00 General Conditions

All provisions of the APWA Manual of Standard Specifications, 2017 Edition, General Conditions Document 00 72 00, as supplemented, are made a part of the Contract Documents by reference.

SUPPLEMENTARY CONDITIONS

00 73 00 Supplemental General Conditions

The following supplements modify, change, delete from, and add to the Agreement between Owner and Contractor. Where any portion of the Agreement between Owner and Contractor is modified or any paragraph, subparagraph, or clause is modified or deleted by these supplements or conditions, the unaltered provisions shall remain in effect.

PART 1 GENERAL

Add the following new subparagraph 1.1 A.61 **Knowledge and Associated Terms:** The terms “knowledge,” “known,” “recognize,” and “discovered” their respective directives and similar terms in the Contract Documents as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knew (or should have known), recognized (or should have recognized), and discovered (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expressions reasonably inferable on similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by the Contractor familiar with the project in exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

PART 2 PRELIMINARY MATTERS

Replace paragraph 2.2 with the following: Owner shall not furnish to Contractor copies of published Contract Documents such as the APWA Manual of Standard Plans and Manual of Standard Specifications. Such documents may be purchased separately by Contractor. Owner may furnish to Contractor up to five (5) copies of the Contract Documents (specifically excluding the published Contract Documents described above). Additional copies may be purchased from Engineer.

Replace subparagraph 2.5 C with the following: **Field Office.** Contractor is not required to establish and maintain a field office in such a location so that Engineer may contact Contractor during reasonable times for transmittal of Plans, instructions, and determinations of project information. Contractor shall designate two (2) representatives who are acceptable to Owner and Engineer, who is available at all times by cellular phone for instructions and determination of project information.

PART 5 BONDS AND INSURANCE

Replace 5.1 A with the following:

- A. Prior to or contemporaneously with Owner’s executing the Agreement, Contractor shall file with the Owner a good and sufficient performance Bond and

a payment Bond that meets all statutory requirements of the State of Utah in the amount of the Contract Price and all subsequent increases.

- B. The payment Bond and performance Bond shall be substantively in the form attached hereto (Documents 00 61 00 and 00 62 00) and shall be executed by the Contractor and secured by a company that is acceptable to Owner and Engineer and regularly authorized to do a general surety business in the State of Utah and named in the current list of Companies holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies as published in current Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department, with an underwriting limitation equal to or greater than the Contract Price which the Bond guarantees or with a current "A-" rating or better in A.M. Best Co., Best Insurance Reports, Property and Casualty Edition.
- C. The performance Bond and payment Bond shall guarantee the faithful performance of the Work and payment of all labor and materials. They shall inure by their terms to the benefit of the Owner. Neither this nor any other provision requiring the performance Bond and payment Bond shall be construed to create any rights in any third-party Claimant as against the Owner for performance of the Work under the Construction Contract.

Replace 5.2 A with the following:

- A. The Contractor shall, for the protection and benefit of the Indemnitees and the Contractor and as part of the Contractor's efforts to satisfy the obligations set forth herein, procure, pay for, and maintain in full force and effect, at all times during the performance of the Work until final acceptance of the Work or for such duration as required, policies of insurance issued by a responsible carrier or carriers acceptable to the Owner, and in form and substance reasonably satisfactory to the Owner, which afford the following coverages:
1. Comprehensive General and Automobile Liability Insurance, including completed operations, blanket contractual and broad form property damage coverage, with the following minimum limits:

Personal Injury Liability	\$2,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence; \$2,000,000 aggregate
Worker's Compensation	as required by Utah statute
 2. All such insurance shall be written on an occurrence basis. Information concerning reduction of coverage shall be furnished by the Contractor promptly.

3. All policies and Certificates of Insurance shall expressly provide that no less than thirty (30) days' prior written notice shall be given the Owner in the event of material alteration, cancellation, nonrenewal, or expiration of the coverage contained in such policy or evidenced by such certified copy or Certificate of Insurance.
4. In no event shall any failure of the Owner to receive certified copies or certificates of policies as provided herein be construed as a waiver by the Owner or the Engineer of the Contractor's obligations to obtain insurance pursuant to the provision hereof. The obligation to procure and maintain any insurance required herein is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies.
5. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Contractor shall supply the Owner with Certificates of Insurance and amendatory riders or endorsements that clearly evidence the continuation of all coverage in the same manner, limits of protection, and scope of coverage as was provided by the previous policy. In the event any renewal or replacement policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a certified copy of the renewal or replacement policy unless the Owner provides the Contractor with prior written consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.
6. The Contractor shall cause each Subcontractor to (i) procure insurance reasonably satisfactory to the Owner and (ii) name the Indemnitees as additional insureds under the Subcontractor's comprehensive general liability policy. The additional insured endorsement included on the Subcontractor's comprehensive general liability policy shall state that coverage is afforded the additional insureds with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance.

PART 6 **CONTRACTOR'S RESPONSIBILITIES**

Add the following new subparagraph 6.8 C: Contractor shall insure strict compliance with the requirements of UTAH CODE ANN. § 34-30-1 through 14 and § 34-30-1. Further, if the provisions of UTAH CODE ANN. § 34-30-1 are not complied with, this Agreement shall be void.

Replace the first sentence of paragraph 6.14 B with the following: **Shop Drawings.** Contractor shall submit shop drawings to Engineer for review and approval in accordance with the acceptable schedule of submissions (see paragraph 2.7 A).

Add the following after the word “agents” in the second line of paragraph 6.17 A: elected officials, appointed officials, officers, volunteers.

Add the following after the word “agent” in the second line of paragraph 6.17 B: elected officials, appointed officials, officers, volunteers.

00 73 76 Political Contribution Notice

PART 1 GENERAL

1.1 NOTICE TO ALL BIDDERS, VENDORS, CONSULTANTS, AND CONTRACTORS REGARDING CAMPAIGN CONTRIBUTIONS:

- A. **Campaign Contributions Ordinance:** Millcreek campaign contributions ordinance prohibits a “contractor” who enters into a contract with Millcreek from making campaign contributions to candidates for Millcreek offices. For purposes of the campaign finance disclosure ordinance, a “contractor” is defined as “any person, business, corporation, or other entity that executes a written agreement with Millcreek for the acquisition or management of goods, services, or property, or the disposal of surplus goods, whether personal, real, or intangible, including all amendments, extensions, or addendums to the existing contract.”
- B. **Limitation on Contributions by Contractors:** Any person, business, corporation or other entity that is a contractor with Millcreek is prohibited from making a total of contributions that exceed \$100.00 to any candidate for Millcreek office during the term of the contract and during a single election cycle as defined in the ordinance. For purposes of the ordinance, a person or entity shall be considered a contractor and doing business with Millcreek if it is engaged in any contract with Millcreek on the date of the contribution or it has contracted with Millcreek at any time during a one-year period prior to the date of the contribution. Any person, business, corporation or other entity making contributions of \$100.00 or more to any Millcreek candidate shall be prohibited from entering into a contract for at least one year after the date the contribution was made. This limitation on campaign contributions applies only to contracts in excess of \$10,000 and does not apply to contracts entered into by Millcreek pursuant to existing statewide contracts, small cost purchases, and expedited contracts when Millcreek Council waives the requirements of the campaign finance disclosure ordinance as to that particular expedited contract.
- C. **Penalties:** Failure to comply with the Campaign Contributions Ordinance may result in the following penalty:
 - 1. If a contribution or contributions are received from a “contractor” and without a candidate’s knowledge of a violation of Millcreek’s campaign finance disclosure ordinance, the candidate may return the contribution without penalty if the contribution is returned within ten (10) days after the candidate knows of the violation, by way of notification from Millcreek.
 - 2. If any contribution is made in violation of the prohibition on contributions by contractors, any existing Millcreek contract with the contractor may be voided, at the discretion of Millcreek’s mayor or council. Any

contractor who knowingly makes a contribution or contributions in violation of this provision shall be guilty of a class B misdemeanor.

3. If any contribution is made in violation of the prohibition on contributions by contractors, the official to whom that contribution is made must return the contribution. Any elected official who knowingly takes a contribution or contributions in violation of the campaign finance disclosure ordinance and does not return the contribution will be guilty of a class B misdemeanor.

END OF DOCUMENT

PART 1 GENERAL

1.1 Bidder/Vendor/Contractor Compliance Statement and Non-Debarment Certification

- A. Millcreek has implemented environmentally responsible procurement practices. Millcreek requires all persons, businesses, corporations and other entities doing business or entering into a contract with Millcreek to comply with all federal, state and local environmental laws, rules and regulations. Compliance with environmental laws, rules and regulations is a relevant factor in evaluating the integrity and responsibility of a business. Millcreek, in its sole discretion, may not solicit proposals from, award contracts to, procure, or otherwise enter into business arrangements with any person, business, corporation or other organization that is non-compliant. If a bidder, vendor or contractor is: suspended, proposed for debarment, debarred, ineligible or excluded from contracting with another government entity due to environmental non-compliance, Millcreek in its sole discretion, may deem the bidder, vendor or contractor non-responsible and decline to award a contract.
- B. Based on the foregoing, the bidder/vendor/contractor certifies through the act of submitting its bid, that, to the best of its knowledge, neither the bidder/vendor/contractor nor any owner, officer or agent of the bidder/vendor/contractor:
1. is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from the award of a contract or purchase by any federal, state or local agency based on a finding, determination, notice of violation or order of environmental non-compliance;
 2. is presently indicted or charged by a government entity in a criminal, civil or administrative proceeding with the commission of any offense, violation, or failure to comply with any federal, state, or local environmental law, rule or regulation, indicating a lack of business integrity or business honesty affecting its responsibility as a Millcreek contractor;
 3. has, within the last three (3) years, been convicted, or had a civil judgment or administrative order rendered against it for any offense or violation, including but not limited to environmental non-compliance, indicating a lack of business integrity or business honesty affecting its responsibility as a Millcreek contractor;
 4. has, within the last three (3) years, had a contract/purchase terminated due to an act or omission, including but not limited to environmental non-compliance, demonstrating a lack of business integrity or business honesty affecting its responsibility as a Millcreek contractor.
- C. Bidder/vendor/contractor shall require any subcontractor/supplier to disclose in writing, whether at the time of the award of the subcontract, the subcontractor

complies with the certification requirements in subparagraphs B.1, B.2, B.3 and B.4 above.

- D. Bidder/vendor/contractor shall immediately notify Millcreek in writing if, at any time before the award, the bidder/vendor/contractor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.
- E. If it is later determined that bidder/vendor/contractor knowingly rendered an erroneous certification under this provision, in addition to other available remedies, Millcreek in its sole discretion, may terminate the contract/purchase for default.

END OF DOCUMENT

ADDENDA AND MODIFICATIONS

00 72 00 Modifications to General Conditions (Supplementary Conditions)

NOTE: Reference to APWA Standard Specifications or Project Manual documents may be designated with or without a leading "0", i.e., 2.04B or 2.4B; however, the reference shall be interpreted as the same.

Article 2.4 of the General Conditions (Document 00 72 00) is hereby repealed and the following is substituted in its place:

2.4 STARTING THE WORK

- A. **In General:** CONTRACTOR shall start to perform the Work on the date when the time for the contract commences to run. Except as indicated in Paragraph 2.4B, no work shall be done at the site prior to the date on which the time commences to run or before delivery to ENGINEER of such submittal as required in Paragraph 2.5B.
- B. **Starting work prior to Execution of Construction Contract or Prior to Notice to Proceed:**
 - 1. OWNER shall not be liable to the CONTRACTOR for any compensation or time extensions, for any delays, hindrances, or interferences which may result from CONTRACTOR's early start without permission, and such early start work shall be considered done at CONTRACTOR's expense and risk as a volunteer, unless said early start work is inspected and approved in writing by the ENGINEER.
 - 2. Should CONTRACTOR desire to proceed with on-site work, materials purchasing, or any other work item prior to receiving notice that the Construction Contract has been executed or prior to receiving Notice to Proceed, CONTRACTOR shall, give ENGINEER written notice, at least 48 hours in advance of intended start time, and receive from ENGINEER written notice that the OWNER's attorney or OWNER attorney's designee has approved the Contract Documents as to form.
 - 3. CONTRACTOR shall take all precautions required to comply with applicable Laws and Regulations and observe all provisions in the Contract Documents.
 - 4. CONTRACTOR shall secure all permits prior to beginning work covered by said permits. Contractor will be required to secure a UDOT encroachment permit before beginning the work. Contractor can apply for the permit here: <https://udot.utah.gov/connect/business/permits/encroachment-permits/>
 - 5. In the event of disapproval of the Construction Contract, CONTRACTOR shall do such work as is necessary to leave the premises in a clean and level condition. If any existing roadway or other public or private property was affected, CONTRACTOR shall restore it to its former condition or the equivalent thereof. All such work shall be done to the satisfaction of the ENGINEER at the full expense of the CONTRACTOR.

END OF DOCUMENT

00 91 13 Addenda and Modifications

PART 1 GENERAL

1.1 PROCEDURE

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

END OF DOCUMENT

GENERAL REQUIREMENTS

DIVISION 01 - GENERAL REQUIREMENTS

01 11 00	Summary of Work.....	2
01 31 13	Coordination	2
01 33 00	Submittal Procedure	6
01 55 26	Traffic Control	1

DIVISION 01 – GENERAL REQUIREMENTS

01 11 00 Summary of Work

PART 1 GENERAL

1.1 DESCRIPTION

- A. The work to be performed under this project shall consist of furnishing all labor, materials, and equipment necessary to complete the work in all respects as shown on the plans and as herein specified. All work, materials and services not expressly shown or called for in good faith shall be performed, furnished, and installed by the CONTRACTOR as though originally specified or shown, at no cost to the OWNER.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The work described in this Construction Contract includes the installation of drainage pipe and drainage structures starting at 1776 E Orchard drive and ending at the existing drainage manhole at approximately 1659 Siggard Drive. Work includes the resulting repairs from the drainage line trench including but not limited to: asphalt removal and repair, curb & gutter, and driveways.
- B. The above description is intended to give a general definition of the scope of the work under these specifications, and shall not be construed to be an itemized listing of each element of work required. The contractor shall be responsible for the complete facilities conforming in all respects to the details and requirements of the specifications, drawings, and other contract documents.

1.3 CONTRACT METHOD

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

1.4 WORK SEQUENCE

- A. The progress schedule shall be submitted and approved by the engineer before work begins.
- B. Liquidated Damages: Article 00500-2.05.
- C. Access to resident driveways are to be restored as soon as reasonably possible and shall not exceed 2 days. If the Contractor elects to use steel plates, then the impact to driveways can be extended by 3 days for a total time of 5 days.
- D. During concrete operations, driveways can be impacted for no more than 7 days; at which time access to the property through the driveway shall be reestablished
- E. Work can commence once contract with city has been executed. Contractor shall provide a notice to city 2 weeks in advance of starting work. Contractor shall receive written approval from Millcreek before starting work.
- F. All roadway and drainage improvements are to be completed by July 31st, 2025.
- G. Asphalt paving operations not to begin till after April 15 or as required in APWA 32 12 16.13 and no operations while school is in session.

H. Do not perform any work without written approval except for repairing or servicing equipment, protecting work, maintaining or curing concrete, and maintaining traffic on holidays listed below:

1. Memorial Day – Monday, May 26th, 2025
2. Independence Day– Friday, July 4th, 2025
3. Pioneer Day - Thursday, July 24th, 2025

1.5 CONTRACTOR USE OF PROJECT SITE

- A. The CONTRACTOR'S use of the project site shall be limited to its construction operations, including on-site storage of materials, on-site fabrication facilities, and field offices.
- B. The CONTRACTOR shall obtain and pay for use of additional storage or work areas needed for operations under this Construction Contract.
- C. The major portion of the project will occur adjacent to public roadways. The CONTRACTOR shall be responsible to provide appropriate traffic and pedestrian control measures as required by these specifications and all other local laws and ordinances.
- D. The major portion of the project will occur on private property. Millcreek has obtained or is in the process of obtaining right-of-entry agreements from each property owner giving the CONTRACTOR permission to perform work on the affected properties. All work performed shall not encroach onto the owner's property more than 5 feet. Any property damage and/or claims by property owners will be the responsibility of the contractor to rectify.

1.6 PROJECT SECURITY

- A. The CONTRACTOR shall make adequate provisions, subject to the approval of the OWNER, to protect the project and CONTRACTOR'S facilities from fire, theft, and vandalism, and the public from unnecessary exposure to injury.

1.7 CHANGES IN WORK

- A. It is mutually understood that it is inherent in the nature of construction that some changes in the plans and specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the Contract to recognize a normal and expected margin of change. The ENGINEER shall have the right to make such changes, from time to time in the plans, in the character of the work, and in the scope of the project as may be necessary or desirable to ensure the completion of the work in the most satisfactory manner without invalidating the Contract.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

END OF DOCUMENT

01 31 13 Modification to Coordination

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

Add the following:

1.2 COORDINATING WITH THE ENGINEER

- A. Construction of ORCHARD DRIVE DRAINAGE IMPROVEMENTS will occur within Millcreek street right-of-way and Millcreek obtained easements or permits to enter and construct.

Modify/add the following:

1.3 COORDINATING WITH PUBLIC AND PRIVATE AGENCIES

- A. Utilities and Agencies affected:
 - 1. See sheet Cover of the plan set for utilities and contact information.
- B. Any Irrigation services shall remain uninterrupted from April 1 to October 15. CONTRACTOR shall coordinate all construction activities that may affect irrigation services. CONTRACTOR shall provide any affected irrigation company with at least 20 days notice prior to beginning construction activities.
- C. CONTRACTOR shall coordinate all construction activities that may affect school access and/or activities with local school district.
- D. Contractor shall submit a weekly work plan to include sections of the project to be under construction, impacted properties, durations, etc. to discuss with the project team and to allow Public Involvement adequate time to coordinate with residents. Failure to communicate future work and impacted properties may result in project delay.
- E. Contractor to coordinate with project team on residents with special needs and shall provide ways for accessible access to their properties in accordance with local and state standards.

Add the following section:

1.8 COORDINATION OF PROJECT SCHEDULES

- A. The minimization of disturbances to adjacent property owners during construction is of the highest importance on this project. CONTRACTOR shall coordinate construction of the various reaches of the project so as to minimize impact to adjacent property owners.

- B. Construction of storm drain connections and other work along main storm drain systems shall occur as one continuous operation.
- C. CONTRACTOR may begin construction during winter months, but shall not pave asphalt areas before April 15 or after October 15, unless temperatures fall within acceptable range. Areas to be paved during cold weather shall be filled temporarily following APWA Section 32 12 17 – Cold-Mix Asphalt Paving.

END OF SECTION

01 33 00 Submittal Procedure

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

Add the following:

1.8 TRANSMITTAL FORM

- A. Use the attached transmittal form (Form 01330-1) when making any submittal to the ENGINEER.
- B. Determine appropriate review due dates for each submittal and link the due date to the Progress Schedule (Section 01 32 16).

1.9 SUBMITTAL REGISTER

- A. The Manual of Standard Specifications and this Project Manual indicate submittals which are required for the Project. Using both of these publications, list the required submittals on the attached submittal register form (Form 01330-2) *[Blank Submittal Register forms will be furnished by ENGINEER on request]*.
- B. Identify the submittals which are for information only (see article 1.11).
- C. Identify the submittals which require the ENGINEER's review or action (see article 1.12)
- D. **Submit the submittal register as the first submittal presented for review.**

1.10 SUBMITTALS FOR INFORMATION ONLY

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

1.11 SUBMITTALS REQUIRING REVIEW OR ACTION

Use the following list to identify CONTRACTOR's need dates and ENGINEER's action dates.

When Due	Section Reference	Submittal
Pre-construction conference	01 33 00	Submittal Register
Pre-construction conference	00 72 00	Preliminary Progress Schedule
Pre-construction conference	00 72 00	Mobilization Plan
Pre-construction conference	00 72 00	Safety and Protection Plan
Pre-construction conference	00 72 00	Quality Control Program
Prior to Starting Work	01 57 00	Storm Water Pollution Prevention Plan
Prior to Starting Work	00 73 10	Permits for Work
Prior to Starting Work	01 55 26	Traffic Control Plan
Prior to Starting Work	01 71 23	Construction Land Surveyor Name, Address, Registration No.
Prior to Starting Work	32 01 93	Tree Protection Plan
Prior to Delivery On Site	31 05 13	Common Fill
Prior to Delivery On Site	32 11 23	Select Fill Mix Design
Prior to Delivery On Site	32 12 05	Asphalt Concrete Mix Design Supplier's Mix No.
Prior to Delivery On Site	03 30 04	Portland Cement Concrete Source Data and Supplier's Mix No.
Prior to Delivery On Site	33 11 00	Water System Product Data
Upon Delivery to Site	32 12 16	Asphalt Concrete Batch Delivery Ticket
Upon Delivery to Site	03 30 10	Portland Cement Concrete Batch Delivery Ticket
Prior to 1st Concrete Placement	03 30 10	Name, Certification Number and renewal date for all ACI Certified Finishers
Prior to 1st Concrete Placement	03 30 10	Portland Cement Concrete Curing Compound Source, Type, and Data
Daily as applicable	03 30 04 03 30 10	Portland Cement Concrete Quality Control Test Reports
With Each Monthly Pay Request	01 32 16	Progress Schedule
5 Working Days Prior to Substantial Completion	01 78 50	Certification of Compliance and Request for Final Inspection
Prior to Final Payment	01 78 50	Evidence of Payment to Suppliers and Subcontractors
Prior to Final Payment	01785	Redlines

NOTES:

Section references listed in this table but not found in the Project Manual may be found in the APWA Standard Specifications.

END OF SECTION

TRANSMITTAL FORM				DATE:		<input type="checkbox"/> NEW SUBMITTAL <input type="checkbox"/> RESUBMITTAL	
REQUEST FOR APPROVAL OF THE FOLLOWING ITEMS (This section will be initiated by the CONTRACTOR)							
TO			FROM			TRANSMITTAL No.	
						PREVIOUS TRANSMITTAL No.	
SPECIFICATION SECTION NUMBER (See instructions)			CONTRACT TITLE			CONTRACT No.	
SUBMITTAL ITEM No. a.	DESCRIPTION OF ITEM SUBMITTED (Type, size, model number, etc.) b.	SAMPLE OR CER- TIFICATE (See instructions) c.	NO. OF COPIES d.	CONTRACT REFERENCE DOCUMENT		VARIATION (See instruc- tions) g.	ENGINEER REVIEW CODE (See instruc- tions) h.
				SPEC. PARA. No. e.	DRAWING SHEET No. f.		
REMARKS				I certify that the above submitted items have been reviewed in detail and are correct and conform with the contract Drawings and specifications except as otherwise noted.			
				_____ NAME AND SIGNATURE OF CONTRACTOR			
Section II		OWNER'S ACTION This section will be completed by the ENGINEER					
ENCLOSURES RETURNED (List by Item No.)			SIGNATURE OF REVIEWING AGENT			DATE	

FORM 013301 (Read Instructions on the reverse side prior to initiating this form)

INSTRUCTIONS

GENERAL

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

SECTION I

1. TRANSMITTAL No: Number each transmittal consecutively in the space entitled "Transmittal No.". This number will identify each submittal.
2. PREVIOUS TRANSMITTAL No: Mark the box for resubmittal and insert the transmittal number of last submission as well as the new submittal number in the spaces provided. Each resubmittal will become a new transmittal.
3. SPECIFICATION SECTION No.: Cover only one specification section with each transmittal.
4. Column "a": For each entry on this form, the "SUBMITTAL ITEM No." will be the same as the SUBMITTAL ITEM No. indicated on the Submittal Register (Form 01330-2).
5. Column "c": When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate".
6. Column "g": CONTRACTOR will place a check mark in the "Variation" column when a submittal is not in accordance with the plans and specifications - also, a written statement to that effect shall be included in the space provided for "Remarks" or on a separate page.
7. Column "h": For each item reviewed, ENGINEER shall assign action codes as follows.

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

INSTRUCTIONS

GENERAL

1. **CONTRACTOR to Complete Form:** Review the Contract Documents to insure completeness. Expand general category listings. Show individual entries on this form for each item.
 - a. As an example, a general category would be "Plumbing Fixtures" which the CONTRACTOR is to breakdown into individual entries such as "Toilet P-1, Lavatory P-2, etc.". Complete the Submittal Register, attach it to Form 013301 and submit it to ENGINEER.
2. **Resubmittals:** If a submittal is returned for correction, provide a new Submittal Identification Number. Identify the number on the submittal register and resubmit the information for review. Do not amend the data already contained on the submittal register.

SUBMITTAL REGISTER

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

01 55 26 Traffic Control

This specification modifies a portion of the APWA Standard Specification Section 01 55 26. All other provisions of the Section remain in full force and effect.

Replace:

1.3.A in its entirety

With:

- A. Traffic Control Plan prior to the pre-construction meeting.

Add the following:

1.3 TRAFFIC CONTROL PLAN

- A. Construction activity shall maintain traffic flow throughout the entirety of the project. No nighttime work is permitted. Contractor shall coordinate with the Public Information Manager from Millcreek for any access or lane closures on the project:
 - Erica Okada
Millcreek Public Information Manager
801-214-2616
eokada@millcreekut.gov
- a. Siggard Drive: Single temporary lane closure with flagging is allowable while active construction takes place. Contractor shall receive written notice of approval from Millcreek prior to any lane closures.
- b. William Penn Elementary School:
 - i. January 1st, 2025 to May 30th, 2025 (School in session)
 - 1. All school accesses must remain fully accessible from 8:00am to 4:00pm, Monday through Friday. Accesses may be closed outside these hours as approved by the school district.
 - 2. Accesses may be closed on the weekends beginning after 4:00pm on Friday and ending before 8:00am on Monday.
 - 3. Access may be closed April 7th, 2025 to April 11th, 2025 (Spring Break)
 - 4. Notify the school district 1 week in advance of any access closure.
 - ii. May 31st, 2025 to August 8th, 2025 (School out of session)
 - 1. Accesses may be closed when active construction is taking place.
 - 2. Notify the school district 1 week in advance of any access closure.

iii. School Contact:

Principal: Brett Bawden

Phone: 801-824-0192

Email : bbawden1@graniteschools.org

c. 1720 E and Orchard Drive:

- i. All residential accesses shall remain accessible to residents through the entirety of the project. Individual accesses may be temporarily closed for a single day up to 8 hours (max) while active construction is taking place in front of the access, or as approved by Millcreek. Notify residents 48 hours in advance of any closure.
 - ii. Temporary closure to through-traffic is permitted while active construction takes place. Contractor shall receive written notice of approval from Millcreek prior to temporary closure.
- B. Provide advanced project signs as required by Utah MUTCD.
- C. Lane shifts may be permitted, but no overnight lane closures will be allowed.

2.1 PAVEMENT MARKINGS, SIGNS, BARRICADES

- E. Replace lost or damaged traffic regulation signs and traffic information signs at no additional cost to OWNER.

3.1 FLAGGING

- B. Provide flagger anytime work affects travel lanes, even if momentarily.

3.2 TRAFFIC CONTROL DEVICES

- D. When required, place variable message sign (VMS) two weeks prior to beginning of project notifying the public of the anticipated construction/closures.

3.4 PERMITS

- A. Obtain all necessary permits from Millcreek prior to commencing any work within the public Right-of-Way.

3.5 ACCESS

- A. Provide access to all affected properties.
- B. Provide alternate access whenever normal access is blocked and an alternate access method is possible.
- C. Notify property owners 48 hours in advance of change or loss of access and the anticipated duration.
- D. Access to resident driveways are to be restored as soon as reasonably possible and shall not exceed 2 days. If the Contractor elects to use steel plates, then the impact to driveways can be extended by 3 days for a total time of 5 days

- E. During concrete operations, driveways can be impacted for no more than 7 days; at which time access to the property through the driveway shall be reestablished

END OF SECTION

PERMITS TO ENTER AND CONSTRUCT